

## ***Texas Handwoven Creations Terms & Conditions***

We strive to create a product that we, and our customers, can take pride in for its uniqueness, beauty, durability, and longevity. To that end, we endeavor to create products that our customers can enjoy and cherish for many years to come. To accomplish this goal, your cooperation in understanding and complying with the policies listed below is necessary. By following these rules you will help us to reduce the possibility of issues with your order and/or product(s).

Although we make every effort to ensure that you receive a high quality end-product, while keeping your costs to a minimum, there are some elements of the process that are out of our control; like: the condition of your fiber and exact color blending. By adhering to these policies you help to mitigate potential issues which serves to assist us in the smooth processing of your fiber and the overall quality of your product.

This policy form is available in Word and PDF format under 'Terms & Conditions' on the 'Forms' page. Additionally, you are required to read our policy and procedure updates on the "Current Updates" page accessible through our website at <https://www.texaswoven.com/info-page> on a regular basis.

### **FIBER PREPARATION & CONDITION:**

1. Inspect your fiber thoroughly before shipping. DO NOT send fiber that: contains insects, insect eggs, or insect larva of any kind; contains excessive vegetable matter or debris; and/or is contaminated with excrement or urine of any amount. Fiber containing these items present not only a potential health hazard to our employees, but they can also contaminate other customer's fiber and/or product. If we feel that we cannot process your fiber because of any of these conditions, we will attempt to contact you to determine if you would like your fiber returned (at customer's expense) or if we should dispose of it. If we have not been able to contact you after a reasonable number of attempts by email, we will dispose of the fiber so that it does not contaminate other fiber or present a health risk to our employees.
2. Check your fiber for foreign debris before packaging for shipment. Look for objects such as: live ammunition, ammo casings, rope, wire, metal nails, syringes, halters, rocks, hoof clippings, wood, or metal pieces of any size, etc. These objects present a serious danger to our personnel and equipment. Therefore, it is imperative that you ensure that these items are not in your fiber.
3. To ensure efficient processing, and to reduce fiber loss, we recommend a staple length of between 2" to 4". Staple lengths below 2" or above 4" often results in excess fiber loss during the carding process. Be aware that there is always some fiber loss during the picking, carding, and spinning processes. We strive to keep this loss to a minimum; however, there is always a certain amount of unavoidable loss which varies based on the type of fiber, staple length, and condition. Because of this unavoidable fiber loss we recommend you add 5 to 10% extra fiber in your shipment.

4. DO NOT send wet or damp fiber. Allow any fiber that has come into contact with water to dry thoroughly before packing & shipping. We do not have the equipment or space to dry fiber. If you send damp/wet fiber it will likely become felted during shipping which will make it unusable. Moreover, since wet fiber weighs more, your shipping costs will be much higher.
5. DO NOT use any chemicals, additives, or compounds that may be harmful to humans on your fiber. Your fiber will be handled by our employees throughout every stage of our processing. These chemicals could obviously present a health hazard to our personnel and contaminate the fiber of other customers that are processed after yours. Additionally, since we cannot wash fiber any chemical, additive, or compound you apply will permeate your finished product, potentially making it harmful to your family and/or pets.

#### SHIPPING:

6. You must **contact us before shipping or delivering any amount of fiber.** As we presently do not have storage space for fiber, if you do not receive prior approval before shipping/delivering your fiber we may deny receipt and have your fiber returned to you at your expense.
7. If you are shipping multiple boxes, be aware that there have been instances when boxes have been separated during shipping and they do not arrive on the same day. Also, we often receive packages from other customers at the same time. Moreover, we typically cannot inventory received shipments right-away which adds to the possibility that boxes without identification could be mixed with another customer's. Because of this **you should ensure that your return address is on the outside of the box and you have place your personal and/or business information inside each box.** If we cannot identify a box to a customer we will put it in the unclaimed fiber area (see item 8 below). Therefore, it is imperative that you place a completed 'Customer Information form' available on the "Forms" page under the "Resources" tab in EACH shipping container. If it is more convenient, you can write your name, address, business name, phone number, and email address by hand on a piece of paper and place one in each container. This will ensure that your fiber is identified and marked appropriately.
8. Fiber shipments that we receive without a verifiable return address and that DO NOT contain customer information will be placed in our "unclaimed" storage area for 180 days. After which time, unless we can make positive identification of the rightful owner, the fiber will become the property of Texas Handwoven Creations,. If the fiber is claimed by the owner before this deadline storage fees may apply (see item 9 below).

#### STORAGE FEES & LIMITS:

9. A monthly storage fee, based on overall weight of your fiber, will be charged if an order is not submitted within one (1) month from the date we receive your fiber. Please see the '[Storage Fees](#)' page for details. This fee is only being charged for your fiber to occupy space within our very limited storage area. Note: your fiber is weighed as we receive it and before we perform skirting. You can ensure that its weight is at its lowest by removing debris (i.e. excessive vegetable matter and foreign debris mentioned in items 1 & 2) before shipping. This will help to reduce any potential storage fees, as well as your shipping costs.

10. We are not responsible for contacting you in regards to placing an order or notifying you about the length of time your fiber has been in our storage. Although we will try to notify you of these pending issues, our work volume often precludes us from monitoring whether a customer has submitted an order or the amount of time the fiber has been in storage. Therefore, to prevent storage fees or the abandonment of your fiber, it behooves you to track and meet all timelines closely.
11. Although we take precautions to keep insect infestation and damage to the fiber from happening, we cannot guarantee the condition of your fiber while it is in our storage. The primary reason we have set order and storage time limitations is to reduce the likelihood of these things from occurring.

#### **PLACING AN ORDER:**

12. Our queue works on a “First-in-First-out” basis. Because of the wait-time of 6 (six) months or more that we are currently experiencing, we will not advance an order out of sequence. We feel this is not fair to other customers who have previously placed their order and have been patiently waiting for their product.
13. Please use the 'Order form' located on the “Forms” page under the “Resources” tab to indicate the product size(s), quantity, color(s), pattern(s), and to provide any specific instructions to our weavers. You can also write any additional instructions on separate paper if there is not enough room on the form. You can either email the completed order form or place it in one of your boxes. Remember, the more concise, clear, and thorough you present your requirements means that we expend less time trying to contact you for instructions. This will help us to meet your desires and/or timeline. It also helps to keep the process flowing so that we can meet the demands of more of our customers on a more timely basis. Read item 23.
14. If we do not receive an order, or subsequent new order, or have not received the required deposit (see item 19) for an order within one (1) year from the date the fiber was received or from your last order completion date, the fiber will be considered abandoned after the one (1) year period and it will become the property of Texas Handwoven Creations. Refer to <https://www.texashandwoven.com/storage-fees> “Information and Fees” for more details.
15. Before submitting an order please ensure that you have the appropriate amount of fiber (see <https://www.texashandwoven.com/size-chart> ) and the color(s) for the size and design you desire. Due to fiber loss mentioned in item 3, we advise that you increase the estimated minimum amount by 5 to 10 percent. Please call us if you need assistance in determining the minimum quantity for the products you desire.

#### **FEES & DEPOSITS:**

16. If your fiber must be skirted, picked, or carded multiple times because of excessive matting, dirty condition, you've requested a particular blending, or it requires further processing to produce usable yarn, an additional processing fee of up to \$3.00/pound may apply.

17. If the condition, color, or type of your fiber requires us to clean our equipment after processing or requires us to clean more often (i.e. between colors), an equipment cleaning fee may be charged. Please note that the carder must be cleaned between/after the processing of any dyed fiber. Therefore, if you send different colors of dyed fiber you will be charged this fee for each color processed.
18. A 50% deposit on orders of 100 square feet (approximately 40 lbs of fiber) is required before we begin processing. Refer to <https://www.texaswoven.com/pricing> for more details. Your order will not be placed in the processing queue until we have received your deposit.

### **PRODUCT PROCESSING:**

19. Our finished products are woven by hand which makes each item special and unique. This means that individual products may have some variations in color, length, width, and/or design from those shown on our 'Size Chart,' 'Product Details,' 'Patterns' pages, or from what you ordered. These variations are to be expected in a handwoven product and should be seen as part of the beauty and uniqueness of the product. We make every effort to catch major variations during our quality control process. Unfortunately, there are times when an item with large variances makes it through our QC. Be assured that we will make every effort to work with you to resolve the issue to your satisfaction if the discrepancy is considered a gross error and it makes the product unusable for your application.
20. Because our products are handmade on manual looms there may be a slight difference (possibly up to an inch) in the overall width and/or a +/- 3 inch difference in the finished product length from the dimensions listed on the size chart or what you requested. We do not consider these offsets to be large or gross in our estimation.
21. If the fiber you send does not contain the colors for the product(s) you have indicated on your order form, we will use the colors that you have sent to create the product pattern(s) specified. In such cases, we are not responsible for contacting you prior to processing your order and/or for any dissatisfaction with your product colors.
22. Because of warp material loss and extra time associated with customizing our loom(s) for odd-width products (i.e. widths outside the standard sizes listed on the 'Size Chart' page), a 10% up-charge of the base product price (excluding shipping/handling, storage, taxes and other fees) will be applied.
23. If, after three (3) attempts, we are unable to contact you for instruction or clarification regarding your order, your fiber will be placed back into storage and your order will be put at the end of our wait queue. Applicable storage fees will apply.

### **PAYMENT:**

24. Full and prompt payment is due upon notification of the completion of your order and/or the transmission of your invoice. Your product will not be shipped until we have obtained full payment...no exceptions. If you are paying by check, your check must clear before your product(s) will be shipped...again, no exception.

25. If payment is not received after 14 days from completion of your order, we will place the product(s) in our finished-product storage bin and a 2% monthly storage fee of the total cost, before shipping/handling fees and taxes, will be assessed until payment is received. Please contact us before sending payment as your final cost will need to be adjusted to include this extra fee.
26. If we have not received full payment after 30 days from the completion of your order; one of the following will apply: 1) If we have received a deposit from you, we will ship whatever product the deposit covers after deducting product cost, any extra fees/up-charges, taxes, and shipping cost. Any product not covered by the deposit will not be shipped until the remaining balance is remitted. The unpaid product(s) will be placed in storage for a maximum of three (3) months and will accrue the applicable storage fee outlined in item 25 above. 2) Product(s) not covered by a deposit will be placed in storage for a maximum of three (3) months and will be assessed the storage fee outlined in item 25 above.
27. Unpaid products placed in our storage will be held for a maximum of three (3) months starting from the date of the invoice, after which time the product will become the property of Texas Handwoven Creations as payment.
28. We will ship your products to the address we have on file unless you notify us otherwise. Any product(s) returned to us because of a change of address or receipt-not-accepted will be placed in storage for three (3) months from the return date and will be assessed the fee outlined in item 25 above, as well as any expenses or fees that Texas Handwoven Creations may have incurred as a result of the return.

**MISCELLANEOUS:**

29. You hold harmless and indemnify Texas Handwoven Creations from liability for damage or loss of fiber due to insects, debris/vegetation that makes the fiber unusable, fire, theft, flood, or natural disaster(s) of any kind.
30. Texas Handwoven Creations is not responsible or liable for the condition of your product(s) once it is released to a shipping agent, whether that agent is a commercial carrier or a person you have authorized to transport your goods.
31. We require written notification from you if you are authorizing a person to pick-up your product from us on your behalf. Your written authorization must be signed and dated by you and state that you are authorizing a person(s) by name, to include the individuals license plate number, to act as your agent. We will not release your product to an individual who is not representing a commercial shipping carrier without your consent. Moreover, we cannot receive this consent verbally, it must be in written form.
32. All prices and policies are subject to change without prior notice. We will try to include price changes on our 'Recent Updates,' or 'Pricing Info' pages. However, you should contact us by email or phone before you place an order to ensure that you have the most up-to-date prices.

33. We reserve the right to refuse service to any customer for any reason. We will typically only invoke this right if we have experienced what we consider to be excessive difficulties, disrespect, and/or abuse from a customer; if we have had previous difficulties collecting payment for product; or if we consider fiber unusable.

By signing this document you agree and will comply with all terms, conditions, and policies as outlined.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

Please email to: [paintrockrugs@gmail.com](mailto:paintrockrugs@gmail.com), or mail to: Texas Handwoven Creations  
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141 S. Roberts  
Paint Rock, TX 76866

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