

# **Texas Handwoven Creations**

## **Terms & Conditions**

We strive to create a product that both we and our customers can be proud of. We also endeavor to create products that our customers can enjoy and cherish for many years to come. To accomplish this goal your cooperation with the items listed below is necessary. By following these rules you can help us to ensure that you receive a quality end-product, while keeping your costs to a minimum and ensuring the smooth processing of your fiber.

These policies are also available in Word and PDF format under 'Terms & Conditions' on the 'Forms' page.

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

1. DO NOT send fiber that has been exposed to insects, insect eggs, insect larva, contains excessive plant debris, or is contaminated with excrement or urine of any amount. Fiber containing these issues present not only a potential health hazard to our employees, but they can also contaminate other customer's fiber and/or product if processed. 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 the fiber returned (at customer's expense) or if we should dispose of it. If we cannot contact you after a reasonable number of attempts by either phone or email we will dispose of the fiber.
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 pieces larger than one (1) square inch, metal pieces of any size, etc. We will also examine the fiber during skirting for foreign debris. However, it is possible that some of these objects may go unnoticed during our processing. These objects could present a serious danger to our personnel and equipment and/or require us to take our equipment off-line for an extended period.
3. To ensure efficient processing and to reduce fiber loss we recommend a staple length of between 2" to 4". 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 and its condition (see item 13).
4. DO NOT send wet or damp fiber. Allow any fiber that has come into contact with a liquid to dry thoroughly before packing & shipping. We do not have the equipment or space to dry fiber. If you pack damp/wet fiber it will probably become felted during shipping which will make it unusable to process.
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 fiber of other customers that are processed after yours. Additionally, since we cannot wash fiber any chemical, additive, or compound you apply will permeate the finished product, potentially making it harmful to children and/or pets.

### **SHIPPING:**

6. You must **contact us before shipping or delivering more than 75 lbs of fiber** to ensure we have adequate storage space. If you do not receive prior approval before shipping your fiber we may have to deny receipt and have your fiber returned to you at your expense.

7. If you are sending multiple boxes, please note that there have been instances when boxes do not arrive on the same day. Also, we often receive packages from many customers on the same day. We typically cannot inventory your fiber right away which adds to the possibility that boxes without identification could be mixed with another customer or if not identified to a customer are put into the unclaimed fiber area (item 7). Therefore, it is imperative that you place a completed 'Customer Information form' 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 paper and place one in each container. This will ensure that your fiber is identified and marked appropriately.
8. Shipments received WITHOUT a verifiable return address and which DO NOT contain a customer information form will be placed in our "unclaimed" storage area for 180 days. After which time the fiber will become the property of Texas Handwoven Creations, unless we can make positive correlation to the rightful owner. If the fiber is claimed by the owner before this deadline storage fees (item 8) may apply.

### **STORAGE FEES & LIMITS:**

9. A monthly storage fee, based on overall weight received, will be charged if an order is not submitted within three (3) 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 overall weight may be reduced by ensuring that debris (i.e. excessive vegetable matter and foreign debris mentioned in items 1 & 2) are removed before shipping. Removing this debris could reduce your shipping cost, as well.
10. We do not assume responsibility for contacting you in regards to placing an order or notifying you regarding the length of time your fiber has been at our facility. Although we will often make attempt(s) to notify you of these pending issues, in most instances our work volume precludes us from monitoring the timeline of your order and/or fiber. Therefore, to prevent storage fees, extra charges, or the abandonment of your fiber, it behooves you to track all imposed deadlines closely.
11. Although we take precautions to keep insect infestation and damage to the fiber we store to a minimum, we cannot guarantee the condition of your fiber while it is stored with us. The primary reason we have set order and storage time limitations is to reduce the likelihood of this happening.

### **PLACING AN ORDER:**

12. Please use the 'Order form' to indicate the product size(s), quantity, pattern(s), and to provide any specific instructions to our weaver(s). The intent is to help minimize our time in contacting you for instructions and assist us in meeting your desires.
13. If we do not receive an order, or subsequent order, or have not received the required deposit (item 18) for an order within one (1) year from the date it is received or from your last order completion date or we are unable to contact you as mentioned in item 19, the fiber will be considered abandoned and will become the property of Texas Handwoven Creations.
14. Before submitting an order please ensure that you are sending the appropriate amount of fiber and color(s) for the design your desire. Refer to the 'Size Chart' to "estimate" the minimum amount of fiber needed. Due to fiber loss mentioned in item 3 above we advise that you increase this estimated minimum amount by 5 to 10 percent. Please call us if you need assistance in determining the minimum quantity.

### **FEES & DEPOSITS:**

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

condition or type of your fiber requires us to spend what we consider to be an excessive amount of time cleaning our equipment between orders or requires us to clean more often, additional fee(s) may be charged.

16. 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(s) cost (excluding shipping/handling, storage, and other fees) will be applied.
17. A 50% deposit on orders of 100 square feet is required before we begin processing. Your order will not be placed in the processing queue until we have received your deposit. Please refer to the 'Pricing Information' page to estimate the deposit amount or call us for assistance. Items 8, 9, & 12 may apply.

### **PROCESSING:**

18. Our finished products are woven by hand making each item special and unique. This means that each product may have some variations in color, length, width, and/or design from those shown on our 'Size Chart,' 'Product Details,' and 'Patterns' pages. These variations are to be expected in a handwoven product and should be seen as part of the beauty and uniqueness of your new creation. 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. We will work with you to either fix an issue or make other accommodations (at our expense) if the discrepancy makes the product unusable for your application. However, we will generally not redo a product(s) unless there is a gross or overly excessive discrepancy in the requested dimensions.
19. If the fiber that you have supplied does not contain the colors necessary to fulfill your order, we will attempt to contact you by either phone and/or email for instructions on how we should proceed. If we cannot contact you after a reasonable number of attempts, your order will fall out of our processing queue and your fiber will be put back into storage until we have received your instructions. Please remember that items 8 and 12 may apply.
20. We will attempt to contact you for instruction if we do not receive the needed amount and/or color of fiber to fulfill your order. If, after a reasonable number of attempts we are unable to contact you, your fiber will be placed back into storage, your order will be placed at the end of the wait queue, and any applicable storage fees will be applied to begin 45 days after the date we received your fiber.

### **PAYMENT:**

21. Full and prompt payment is due upon notification of the completion of your order. Your product will not be shipped until we have obtained full payment...no exceptions. If you are paying by check, your payment must clear before your product(s) will be shipped.
22. If payment is not received after 14 days from completion of your order, we will place the product(s) in storage and a 2% monthly storage fee of the total cost before shipping/handling fees 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.
23. If we have not received full payment within 30 days from the completion of your order, we will determine how much, if any, after subtracting product(s) cost, any extra fees, up-charges, applicable storage fees, handling fees, and shipping cost your deposit covers of the product(s) produced. The product(s) covered by any remaining deposit after these deductions will be shipped via UPS to your address on record. Product(s) not covered by the deposit will become the property of Texas Handwoven Creations as payment. Any product returned to us because of a change of address or receipt is not accepted will be the property of Texas Handwoven Creations. If a deposit was not required, then all unpaid product(s) will become the property of Texas Handwoven Creations.

**MISCELLANEOUS:**

- 24. We are not responsible for damage or loss of fiber due to insects, excess debris/vegetation, fire, theft, flood, or natural disaster(s) of any kind.
- 25. All prices and policies are subject to change without prior notice. We will list these updates/changes in this document and on the 'Recent Updates,' 'Pricing Info' pages and our 'Terms and Conditions ' form. Please review them before sending fiber.
- 26. We reserve the right to refuse service to any customer for any reason. We will typically only invoke this measure if we have experienced what we consider to be excessive difficulties, disrespect, and/or abuse from a customer; if we have had previous difficulty collecting payment for product; or if your fiber is, in our opinion, not usable.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

You can either include this form in your fiber packaging, email to: [paintrockrugs@gmail.com](mailto:paintrockrugs@gmail.com), or mail to:

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141 S. Roberts  
Paint Rock, TX 76866

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