

# Texas Handwoven Creations

## Terms & Conditions

We take pride in the uniqueness, beauty, durability, and longevity of our products. Because of this we endeavor to create products that our customers can enjoy and cherish for many years to come. To accomplish this, your cooperation and understanding in complying with our policies is necessary, and very much appreciated. By following these rules you will help us to reduce the possibility of issues with your order, as well as, alleviate or reduce potential extra fees that we truly do not like to charge.

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, particularly the condition of your fiber. By adhering to these policies you will help to mitigate potential issues, assist in the smooth processing of your order, and the overall quality of your product.

This policy form is available in Word and PDF format on our website on the '*Forms*' page under the '*Resources*' pop-down menu. Additionally, you should check the "*Current Updates*" page periodically at <https://www.texashandwoven.com/info-page> for updates; especially before sending any fiber.

We apologize up-front for the length of this document. However, we hope you understand that because of past incidences we feel we must provide a thorough list of potential issues in hopes of alleviating them before actually they happen.

**This form must be signed and returned to us before we will process your order.**

### FIBER PREPARATION & CONDITION

1. Thoroughly inspect your fiber before shipping/delivering. **DO NOT** send fiber that:

- a) contains insects, insect eggs, or insect larva of any kind,
- b) contains excessive vegetable matter, dirt or other debris,
- c) is contaminated with excrement or urine,
- d) is wet or damp,
- e) contains live ammunition, ammo casings, syringes/needles, metal of any kind, animal hoofs, rocks, sticks/twigs, plastics, rope, or any other non-fiber material.

Fiber containing any of these objects presents a potential life/health hazard to our employees,

can seriously damage our equipment, and can contaminate other fiber stored at our facility. Therefore, we maintain full discretion of rejecting any fiber that we think presents a risk of any kind.

2. If we determine that we cannot process your fiber, we will attempt to contact you by phone and/or email. If we are not able to contact you after a reasonable number of attempts, we will, depending on the situation, store your fiber awaiting your instructions. In which case, storage fees may apply (see item 9). If you would like your fiber returned to you it will be at your expense. If the fiber contains insects, eggs or larva it will be removed from our storage area so that it doesn't contaminate other fiber. If we're not able to contact you within two consecutive days from the discovery of the insect infestation, we will discard your fiber.

3. There is always a certain amount of fiber loss during the picking and carding processes. The loss varies depending on the type of fiber, staple length, condition, and cleanliness of the fiber. To ensure efficient processing and to reduce significant fiber loss, we recommend a staple length of between 2" to 4". We also recommend that you try to remove as much debris/dirt from the fiber as you can. Otherwise, you should expect -- and account for -- the likelihood of excessive fiber loss.

4. Allow any wet fiber ample time to dry thoroughly before packing & shipping. We do not have the equipment, space, or personnel to dry fiber. If you send damp/wet fiber it will likely become felted in shipping which will make it unusable. It will also increase your shipping cost substantially.

5. DO NOT use any chemicals, additives, or compounds that may be harmful to humans on your fiber. Your fiber will be physically handled by our employees throughout every stage of our processing. Not only will they have their hands all over your fiber, but they will inhale any particles and off-gassing that might be present. These chemicals could obviously present a health hazard to our personnel, as well as contaminate our equipment and any fiber processed after yours. Also, since we cannot wash fiber any chemicals, additives, or compounds that you apply will permeate your finished product, making it potentially harmful to your family, guests and/or pets. If we believe that a potentially harmful substance is present we will not process your order and we will remove it from our facility.

## **SHIPPING & STORAGE**

6. We have limited storage space so you *must* contact us before shipping/delivering any amount of fiber. If you do not receive prior approval before shipping/delivering, we may refuse receipt and it will be returned to you at your expense.

7. If you are shipping multiple boxes, ensure that your personal/business information is contained in each box. It is possible that your boxes will be separated during shipping and might not arrive on the same day. Because of this, you should ensure that your return address is on the outside of every box and your personal and/or business information is inside of every

box. If we cannot identify a customer to a shipment we will mark the box as unidentified and place it in storage -- see item 8 below. Therefore, it is imperative that you place a completed '*Customer Information Form*' (available on the "*Forms*" page under the "*Resources*" pop-down menu) in *EACH* shipping container. If it's more convenient for you; write your name, address, business name, phone number, and email address on separate pieces of paper and place one in each container.

8. Fiber received without a verifiable return address and customer information will be marked as "unidentified" and stored for 180 days. If we are not able to make positive identification of the owner, the fiber may, at our discretion, become the property of Texas Handwoven Creations. If the fiber is claimed by the owner before the end of this period, storage fees may apply (see item 9 below).

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.

10. You hold harmless and indemnify Texas Handwoven Creations from liability for damage or loss of fiber due to insects, debris/vegetation which makes the fiber unusable, fire, theft, flood, or natural disaster(s) of any kind. Although we take precautions to keep insect infestation and other damage to your fiber from happening, we cannot and do not guarantee the condition of your fiber while it is in our storage area. One of the reasons we have set order and storage time limitations is to reduce the likelihood of these things from happening.

## **ORDERS**

11. 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 limited resources often preclude us from monitoring each customer's status in a timely manner. Therefore, to prevent storage fees or the abandonment of your fiber, it is essential that you track and meet all timelines specified within this policy document closely.

12. Please use the '*Order form*' located on the "*Forms*" page under the "*Resources*" pop-down menu when placing an order. You will greatly assist us with our management of our resources by being as specific and detailed as possible when filling out this form. The form can be either emailed or placed it in one of your boxes. The more thorough and clear you are with your instructions, the less time it will require of us. This will obviously help us to meet your desires and/or your timeline. It will also help to keep the process flowing so that we can meet the needs of more of our customers.

13. If we do not receive an order within one (1) year from the date we received your fiber or from your last order completion date, the fiber will be considered abandoned and may, at our discretion, become the property of Texas Handwoven Creations. Our staff and resources are

**VERY limited, but we will make a "reasonable" effort to contact you within a 30 day period after this one year limit is reached. However, we assume no responsibility to ensure that you've placed an order on time or that you've met any of our other time restrictions. If we cannot reach you, for whatever reason, we will consider the fiber as payment for storage fees and it will become the property of *Texas Handwoven Creations*. To keep this from happening, you must ensure that we have your most current contact information and that you've submitted your order form within the time limits we've imposed.**

**14. Before submitting an order please ensure that you have the amount of fiber (see <https://www.texashandwoven.com/size-chart> ) and the color(s) for the size(s) and design(s) of the product that 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**

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

**16. If the condition, color, or type of your fiber requires us to clean our equipment after processing, an equipment cleaning fee may be charged. Please note that the carder must be cleaned between/after the processing any dyed fiber. Therefore, if you send different colors of dyed fiber you will be charged this fee for each color processed.**

**17. A 50% deposit is required on all orders. Refer to <https://www.texashandwoven.com/pricing> for details on how to calculate the amount. Your order will not be processed until we have received your deposit.**

#### **PRODUCT PROCESSING:**

**18. Our finished products are woven by hand on pneumatic looms which makes each item special and unique. However, because of this there may be variations of up to an inch in the width and/or +/- 3 inches in the length from the dimensions you've requested.**

**21. If your shipment does not contain the fiber colors needed for the product(s) you have indicated on your order form, or you have not authorized us to blend colors to create what you desire, we will use the colors you've sent to create the pattern(s) you've specified.**

**22. Because of 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 5-10% up-charge of the base price of each item will be applied.**

**23. If, after three (3) attempts, we are unable to contact you for instructions or clarification**

regarding your order, your fiber will be placed back into storage and your order will be put at the end of our processing queue.

## **PAYMENT**

**24. Full and prompt payment is due upon receipt of invoice. Your product will not be shipped until we have received 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 the invoice date, a 2% monthly storage fee, calculated on the overall product costs, (excluding shipping/handling fees and taxes) will be assessed until payment is received. We may periodically send a new invoice reflecting these added charges, however you should contact us before sending payment.**

**26. If we have not received full payment after 30 days from invoicing, the following may apply:**

**a) We will ship whatever product(s) the 50% deposit covers after deducting product costs, any extra fees/up-charges, taxes, and shipping/handling costs.**

**b) Product(s) not covered by the deposit will be placed in storage and the associated fees outlined in item 25 above will be applied.**

**c) Unpaid products 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.**

**d) Products will be shipped to the address on file. Any product(s) returned to us for any reason will be placed in storage for three (3) months and will be assessed the storage fees outlined in item 25 above, as well as all shipping fees and any expenses that Texas Handwoven Creations may have incurred as a result of the return.**

## **MISCELLANEOUS**

**27. 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 pick-up and transport your goods.**

**28. We require written notification from you if you are authorizing another person to pick-up your product on your behalf. Your written authorization must be signed and dated by you and state the full name of the person you are making responsible for your goods. We will not release your product to an individual without your written consent.**

**29. All prices and policies are subject to change without prior notice. You should contact us by email or phone before you place an order to ensure that you have the most up-to-date prices.**

**30. We reserve the right to refuse service to any person for any reason. We will typically only invoke this right if we have experienced what we consider to be excessive difficulties, disrespect or abuse from an individual; or if we have had difficulties collecting payment in the past; or if we have had repeated difficulty processing fiber because of its condition/quality.**

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**Signature**

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**Date**

**Shipping Address**

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**Street Address**

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**City, State, Zip Code**

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**Phone #**

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**Email Address**

**Last updated: 08/2024**