



SOLEFFECT TERMS AND CONDITIONS

Effective Date: 5/01/2025

These Terms and Conditions ("Terms") govern the use of our products, services, and website (www.soleffectshades.com), including purchases made in-person, online, or through other channels. By accessing our website, placing an order, or engaging with our services, you agree to be bound by these Terms. If you do not agree, please do not use our website or services.

1. General

- 1.1. Scope: These Terms apply to all interactions with Soleffect, including but not limited to browsing our website, purchasing roller shades, requesting custom orders, or contacting our customer service.
- 1.2. Eligibility: You must be at least 18 years old to place an order or use our services. By agreeing to these Terms, you represent that you meet this requirement.
- 1.3. Changes to Terms: We may update these Terms from time to time. The updated Terms will be posted on our website with a new effective date. Your continued use of our services after such changes constitutes your acceptance of the revised Terms.

2. Products and Services

- 2.1. Product Descriptions: We strive to ensure that all product descriptions, specifications, and pricing on our website and in marketing materials are accurate. However, we do not guarantee that all information is error-free. We reserve the right to correct any errors and update product details at any time.
- 2.2. Custom Orders: For custom roller shades, you are responsible for providing accurate measurements, specifications, and preferences. We are not liable for errors resulting from incorrect information provided by you. Custom orders are non-returnable and non-refundable except as outlined in Section 6 (Returns and Refunds).
- 2.3. Availability: All products are subject to availability. We reserve the right to limit quantities or discontinue products without notice.



3. Ordering and Payment

- 3.1. Order Process: Placing an order constitutes an offer to purchase our roller shades or related services. We reserve the right to accept or decline your order for any reason, including stock unavailability, errors in pricing, or failure to meet payment terms.
- 3.2. Customer Accounts:
 - 3.2.1. Application: Most customers (including businesses, designers, or contractors) are required to apply for a customer account to establish payment terms for orders. To apply, contact us at sales@soleffectshades.com. Approval of an account is at our sole discretion and may require a credit check or other financial verification.
 - 3.2.2. Negotiated Terms: Upon account approval, we will negotiate payment terms specific to your account, which will apply to all future orders unless modified by mutual agreement. Terms may include net terms (e.g., net 30) or other arrangements based on your creditworthiness and order history.
 - 3.2.3. First Orders: New customers are generally required to pay in full upfront for their first order via ACH, check, or credit card
- 3.3. Payment Methods:
 - 3.3.1. Account Customers: Customers with an established account may pay via ACH, check, or credit card, as agreed in their account terms. Payments by credit card incur an additional 3% processing fee, which will be added to the invoice total.
 - 3.3.2. Non-Account Customers: Customers without an account must pay in full via ACH, check, or credit card before the order is processed for shipping or made available for will-call pickup. Credit card payments incur a 3% processing fee.
 - 3.3.3. Accepted Methods: We accept ACH transfers, checks (subject to clearance), and major credit cards; Visa, MasterCard, and AMEX. Other payment methods are not accepted unless explicitly agreed in writing.
- 3.4. Pricing: All prices are listed in U.S. dollars and exclude applicable taxes, shipping, installation fees, or credit card processing fees unless otherwise stated in your quote or order confirmation. We may adjust prices without notice, but the price confirmed at the time of order will apply.
- 3.5. Taxes: You are responsible for applicable sales taxes, which will be added to your order total unless you provide a valid tax-exempt certificate at the time of purchase.



3.6. Payment Due Dates:

3.6.1. Account Customers: Payments must be received by the due date specified in your invoice (e.g., net 30 terms require payment within 30 days of the invoice date). Late payments may incur a late fee of 5% per month on the overdue balance or the maximum allowed by California law, whichever is lower, and may result in suspension of your account or order delays.

3.6.2. Non-Account Customers: a non-refundable deposit (as specified in your quote) may be required at the time of order, with the balance due before shipping/delivery/will-call.

3.7. Order Confirmation: Upon placing an order, you will receive a confirmation email or document outlining the order details, including pricing, payment terms, and estimated delivery. This confirmation does not guarantee order fulfillment until we verify payment (for non-account customers) or account status (for account customers).

3.8. Non-Payment: Failure to make timely payments may result in order cancellation, suspension of future orders, or collection actions. You agree to cover reasonable costs, including legal fees, incurred by us in collecting overdue amounts.

4. Shipping and Delivery

4.1. Shipping: We ship to addresses within the continental U.S. Shipping costs are calculated at checkout or provided in your quote as estimates only. You are responsible for providing an accurate delivery address.

4.2. Delivery Times: Estimated delivery times are provided for your convenience but are not guaranteed. Delays due to manufacturing, shipping carriers, or unforeseen circumstances (e.g., weather, acts of God) are not our responsibility.

4.3. Risk of Loss: Risk of loss or damage transfers to you upon delivery to the shipping address or, for in-store pickups, when you take possession of the products.

4.4. Inspection: You agree to inspect products upon receipt and notify us of any damage or defects within 7 days of delivery. Failure to do so may waive your right to a refund or replacement.



5. Warranties

- 5.1. Limited Warranty: Our roller shades come with a limited warranty covering defects in materials or workmanship under normal use. This warranty does not cover damage caused by misuse, improper installation, accidents, or normal wear and tear.
- 5.2. Warranty Claims: To make a warranty claim, contact us at orders@soleffectshades.com with the order number and photos of the issue. We may repair, replace, or refund the product at our discretion.
- 5.3. Disclaimer: Except as expressly stated, we make no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose, to the extent permitted by law.

6. Returns and Refunds

- 6.1. Standard Products: You may return standard (non-custom) products (remotes, shade parts, etc.) within 30 days of delivery, provided they are unused, in original packaging, and in resalable condition. You are responsible for return shipping costs unless the return is due to our error.
- 6.2. Custom Orders: Products that have been made to size are classified as Custom. Custom orders are final and non-returnable/refundable, except in cases of manufacturing defects covered by our warranty.
- 6.3. Return Process: To initiate a return, contact us at orders@soleffectshades.com for an RMA. Refunds will be issued to the original payment method within 10 business days of receiving the returned product. You are responsible for return shipping costs unless the return is due to our error. Shipping fees are non-refundable.
- 6.4. Cancellations: Orders may be canceled before production begins by contacting us. Once production starts (especially for custom orders), cancellations are not permitted, and deposits are non-refundable.

7. Website Use

- 7.1. Access: You agree to use our website only for lawful purposes and in accordance with these Terms. You may not attempt to interfere with the website's functionality or security.
- 7.2. Content Ownership: All content on our website, including images, text, and designs, is owned by us or our licensors and is protected by copyright and other intellectual property laws. You may not reproduce or distribute this content without our permission.



7.3. User Content: If you submit reviews, photos, or other content to our website, you grant us a non-exclusive, royalty-free license to use, display, and distribute that content for promotional purposes.

8. Limitation of Liability

- 8.1. General: To the fullest extent permitted by law, Soleffect shall not be liable for any indirect, incidental, special, or consequential damages arising from your use of our products, services, or website, including but not limited to property damage, loss of profits, or personal injury.
- 8.2. Maximum Liability: Our total liability for any claim arising under these Terms shall not exceed the amount you paid for the product or service giving rise to the claim.
- 8.3. Product Use: You are responsible for ensuring that our products are used and installed correctly. We are not liable for damage or injury caused by improper use or installation.

9. Indemnification

- 9.1. You agree to indemnify, defend, and hold harmless Soleffect, its employees, and agents from any claims, losses, or damages (including legal fees) arising from your violation of these Terms, misuse of our products, or infringement of third-party rights.

10. Governing Law and Dispute Resolution

- 10.1. Governing Law: These Terms are governed by the laws of the State of California, without regard to its conflict of law principles.
- 10.2. Dispute Resolution: Any disputes arising under these Terms shall be resolved through good-faith negotiation. If unresolved, disputes shall be submitted to exclusive jurisdiction of the state and federal courts located in Los Angeles, California.



11. Force Majeure

We are not liable for delays or failures to perform due to events beyond our reasonable control, including but not limited to natural disasters, supply chain disruptions, or government actions.

12. Termination

We reserve the right to terminate or suspend your access to our website or services at our discretion, including for violation of these Terms or non-payment.

13. Contact Information

For questions or concerns about these Terms, please contact us at:

Soleffect

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