



E. F. KEEBLER

MUSICAL INSTRUMENTS

EFKMI, LLC • P. O. Box 5339, Wilmington, DE 19808 • www.efkeebler.com

## Procedures and Policies

(revised August 9, 2008)

Customers do business with EFKMI, LLC, and not any of its individual members. Once you have read through our website, please contact Eric Keebler at 302-561-0480 to ask any questions you may have and request an itemized quote. We offer 50% off the base price of a new instrument when trading in another E. F. Keebler instrument; other than this, and sporadic special deals posted on our website, we do not offer discounts of any kind (including endorsement deals). We do not rent, lease, or buy back instruments, or offer any other payment arrangements other than those described in this document. All sales are final.

Due to the inherent unpredictability of custom work, we will not give definite delivery dates; while we are happy to give good-faith estimates, no date that we provide shall be construed as official, guaranteed, or binding in any way. This means that customers must not plan any particular event, travel itinerary, or other deadline, around an anticipated delivery date, and agree not to hold EFKMI, LLC responsible for any losses arising from the actual delivery date. Customers' patience and understanding during the entire instrument creation process is essential if the luthier is to feel free to take the time needed to produce his best work; rest assured that we would like to earn our final payment as much as you would like to receive your instrument, and remember that your short-term patience will yield long-term enjoyment of an exquisite instrument. Customers are welcome to inquire about the status of their orders as often as once a week if desired. To protect our intellectual property and keep our workflow moving, we do not provide images of works in progress, except as we deem necessary to ensure that our work meets a customer's expectations.

A deposit of 50% of an order's total cost (not including the shipping charge) makes an order official and reserves a place at the end of our production queue. Orders are filled in the order in which deposits clear. Deposits cover our initial material expenses and labor, and are completely non-refundable. The value of a trade-in is only applicable to a final payment.

We will send you a photo of your instrument when it is ready to be shipped, at which time your final payment is due in full within thirty (30) days. If for any reason you do not make this payment, your deposit will be forfeited and the instrument will be sold elsewhere, so we advise that you put aside enough funds to cover the complete purchase price of an instrument when you first place your order. We will not ship any product to any customer if there is any remaining balance due.

We only accept checks, money orders, and wire transfers, all in US dollars and made payable to "EFKMI, LLC".

To protect your instrument, we ship only by USPS Registered Mail, and require customers to do the same. The shipping charge we quote to you covers not only postage but current-replacement-value insurance and material and transportation expenses. Shipping costs are non-negotiable and non-refundable. We do not provide delivery, pick-up, or drop-off services, and our workshop is not open to the public. You should always ship an instrument in a form-fitting hard case, ensure that the case does not touch the sides of the shipping box, use only bubble-wrap or packing peanuts as packing materials (and in sufficient quantity so that nothing can move once the box is sealed), and insure the package for full replacement value at our current prices (if in doubt, please ask us for a quote). EFKMI, LLC will not be held responsible for any damage that occurs in transit or for any consequential losses a customer may experience as a result of such damage. Repair jobs and replacement orders are added to the end of our production queue when the insurance claim is paid (the claims process can take several months), and no work will be done of a value beyond the amount of insurance received unless the customer pays the difference. Customs fees, tariffs, and any other shipping expenses incurred after we hand the package over to the shipper, are entirely the responsibility of the customer to research and pay.

We guarantee our instruments against failure due to defects in materials or workmanship for a period of five (5) years after we ship. Using or storing an instrument outside the temperature range of 50-80 degrees Fahrenheit (10-27 degrees Celsius) or outside the humidity range of 50-80%; putting on heavy-tension or otherwise inappropriate strings; or anyone not a member or employee of EFKMI, LLC attempting to make any adjustments or modifications to the instrument, will void the warranty. If a failure occurs, contact us; if, in our sole discretion, we deem that the warranty applies, we will restore the instrument's original functionality with no parts or labor charge (cosmetic changes may be necessary). We will provide a quote for the repair of any damage not covered by this warranty. In all cases, you must pay a non-refundable return-shipping charge (contact us for a quote).

Customers assume all liability for the use of all objects we make or service, and are responsible for monitoring their condition and for contacting us immediately with any questions that may arise about proper use, maintenance, or safety. Lasers must not be pointed into people's eyes. Spark-throwers must be used at least twenty (20) feet or six (6) meters from other people and flammable objects, and flint stubs must be removed and accounted for before new flints are loaded. Our products must only be used with electrically-grounded equipment. Ear protection must be used when playing at volumes above eighty-five (85) decibels.

**EFKMI, LLC cannot do any work for you until we receive this signed and dated document and your deposit clears. By signing below, you, the customer, agree that you understand and will comply with all the procedures and policies specified in this document, and that you will assume complete liability for any consequences of your failing to do so. We appreciate your cooperation and understanding, and thank you very much for your business!**

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_