

Company Policies

Projects by Sean, LLC

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I. Project Procedure

A. Initial Contact

- i. Once initial contact is made and the customer has informed the company as to what product he or she is interested in, the company will draw up 3D models, sketches, documents, presentations, and any other type of documents appropriate to effectively express the design to the customer for his or her approval.

B. Design Approval

- i. When the customer approves the design of his or her desired product, the company, if not already done so, will provide an estimate for the customer.
- ii. Once the customer receives the estimate, the customer can approve the project in one of two ways:
 - 1. If the estimate states that there is no deposit required, the customer can sign the estimate itself and return it to the company. Or
 - 2. If the estimate states that there is a deposit required, then receipt of the deposit – paid in full - will serve as an acceptance of the design and estimated cost.
- iii. By commissioning Projects by Sean for a project, the customer agrees to these terms.

C. Change Orders

- i. If the customer wishes to change, add, or subtract anything to or from the previously approved design plan, they should notify the craftsman as soon as possible via written or electronic communication.
 - 1. The customer is responsible for any and all costs resulting from the change order, as well as the additional costs expected from the change order's new design requirements.
 - 2. If additional costs are required for the change order, the craftsman will include them on the invoice.
 - 3. If the change order requires a deposit or an additional deposit, work may stop until that deposit, or additional deposit, is paid in full.
- ii. If the company decides, discovers, or otherwise determines that a change to the original design is necessary for any reason, work will stop immediately, the customer will be notified.
 - 1. The work will remain stopped until the design is approved by the customer and any additional deposits required are paid in full.
- iii. By commissioning Projects by Sean for a project, the customer agrees to these terms.

D. Deposits

- i.** When the customer receives the estimate for their project, it will detail whether or not deposit is required for his or her project.
- ii.** If there is a deposit required:
- iii.** It is non-refundable at any point.
- iv.** Is put towards the total cost of the project
- v.** Must be received before work will begin
- vi.** Paying a partial deposit is accepted, but work won't begin until it is paid in full.
- vii.** Is representative of acceptance of the projects design, estimate, and these policies.
- viii.** By commissioning Projects by Sean for a project, the customer agrees to these terms.

II. Project Cancellation Policy

- i.** This policy outlines the terms and conditions regarding the cancellation of a contract between Projects by Sean and its customers. It ensures that both parties understand their obligations and responsibilities in the event of a project cancellation.
- ii.** This policy applies to all contracts and projects undertaken by Projects by Sean.
- iii.** By commissioning Projects by Sean for a project, the customer agrees to these terms.

A. Procedure for Cancellation

- i. Initiation of Cancellation:**
 - 1. The customer or Projects by Sean must provide written notice of their intent to cancel the project.
 - 2. The notice must include the reason for cancellation and the desired effective date of the cancellation.
- ii. Acknowledgment of Cancellation:**
 - 1. Upon receiving the cancellation notice, Projects by Sean will acknowledge the receipt in writing and provide the customer with a summary of costs incurred to date, any applicable cancellation fees, and the total amount due.
- iii. Final Settlement:**
 - 1. The customer must settle all outstanding amounts, including the cost of materials if they choose to keep them, costs incurred up to

- the time of cancellation, and any applicable cancellation fees, within 30 days of receiving the final invoice.
- iv. By commissioning Projects by Sean for a project, the customer agrees to these terms.

B. Policy Details

i. Materials Purchased for the Project:

1. If a project is cancelled, and the customer wishes to retain any materials purchased specifically for the project, a charge of the cost of the materials plus an additional 50% will be applied.
2. The customer must notify Projects by Sean in writing of their intention to keep the materials within 7 days of the project cancellation.

ii. Costs Incurred Up to the Time of Cancellation:

1. Upon the cancellation of a project by either party, the customer is responsible for paying all costs incurred by Projects by Sean up to the time of cancellation.
2. This includes, but is not limited to, labor, materials, subcontractor fees, and any other expenses directly related to the project.
3. An invoice with these costs will be provided to the customer within 14 days of cancellation.

- iii. By commissioning Projects by Sean for a project, the customer agrees to these terms.

C. Project Cancellation Fee:

- i. Projects by Sean reserves the right to charge a project cancellation fee if the project is cancelled before its completion.
 1. The cancellation fee is determined based on the stage of the project at the time of cancellation and any specific terms outlined in the initial contract agreement.
 2. The cancellation fee is intended to cover administrative costs, lost business opportunities, and any other associated expenses.
- ii. By commissioning Projects by Sean for a project, the customer agrees to these terms.

III. Payments, Invoices, and Fees

A. Projects by Sean Pricing Policy

i. Materials

1. Materials are typically priced with a 0% markup. There is no markup on a normally priced invoice.
2. The price of materials are tax-inclusive.
3. For this reason, if the project is cancelled, the materials are retained by Projects by Sean.
4. Industry standard is between 20% and 50% material markup. Since Projects by Sean uses a 0% markup on materials, if the project is cancelled for any reason, Projects by Sean retains all materials.
5. If the customer would like to retain the materials, he or she can do so by notifying a Projects by Sean representative.
6. On the final invoice, a 50% markup added to materials as detailed in Article II Section C Subsection I Paragraph 1. This is to recover the costs associated with getting the correct material and getting it transported to the appropriate location.

ii. Labor

1. *Labor is charged per *working* hour.*
 - a. A working hour is defined by Projects for Sean when there is work being completed. That can include research, shopping, milling, cutting, shaping, sanding, joining, staining, finishing, packaging, transportation, or any other activity directly related to completion of the project.
 - b. It does not include breaks, lunches, travel time, or other activities done on the job site, but not furthering the project along.
 - c. The rate at which labor is charged can vary on many different factors that include, but are not limited to, task, craftsman, difficulty, and whether assistance is required to perform the task safely, efficiently, or effectively.

iii. Project cancellations and Labor discounts

1. If a project is originally priced with a discount to the labor/hour charge, that rate is contingent upon project completion.
2. If a project is cancelled, by the customer or the business, the discounted labor rate no longer applies.
3. The non-discounted labor rate will be reflected on the final invoice for the projects.

iv. Overhead and Shop Expenses

1. Overhead charges are meant to cover electricity, water, gas, etc.

2. Shop expenses cover things like sandpaper, glue, tape, blades, bits, equipment maintenance, gloves, etc.
3. This is charged as a percentage of labor.
 1. This is based on the labor charge because the amount of material used corresponds more closely with labor than with materials purchased.
- v. By commissioning Projects by Sean for a project, the customer agrees to these terms.

IV. Project Timing

A. Work Schedule

- i. There will be no work schedule for any project that Projects by Sean agrees to.
- ii. Every effort will be taken to get the project done in a timely manner, however, there are a few things that will not be sacrificed for a projects timeline such as quality of the project and quality of life for the craftsman.
- iii. Therefore, no guarantee of a due date is implied or intended.
- iv. Any delivery date listed on any estimate or invoice, or other official or unofficial document is intended, nor will be considered an official guarantee of delivery.
- v. Any delivery date verbally communicated or sent through electronic communications is not intended, nor will it be considered an official guarantee of delivery.
- vi. While we fully understand a potential need for a products completion and delivery by a certain date, please understand that it cannot be guaranteed. The quality of the work is Projects by Sean's highest priority as we believe that our work should stand the test of time, as well as "wow" the customer and everyone whom they chose to share it with. It is with that level of quality that we approach every project and refuse to deliver a project that doesn't meet those standards resulting in sometimes longer-than-desired delivery times.
- vii. If the customer has a idea delivery date in mind, it is encouraged that the date is communicated with your craftsman so that every effort can be made to meet that delivery. However, it is important to understand that it is not a guarantee and that delivery may not be met.
- viii. By commissioning Projects by Sean for a project, the customer agrees to these terms.

V. Project Final Delivery and Acceptance

A. At time of delivery

i. Delivery

1. A previously agreed upon date, time and location for product delivery shall be determined by Projects by Sean and its customer.
2. Additional charges may be applied for physical project delivery, assembly, or otherwise set up at a location determined by the customer.
3. It shall not be implied, assumed, or otherwise expected that Projects by Sean will physically deliver a completed project.
4. Projects by Sean may decline to deliver a project for any reason.
5. It is the customer's responsibility to arrange for delivery, either through Projects by Sean or otherwise.

ii. Acceptance

1. If the customer is dissatisfied with any part of the project at the time of delivery, it is the customer's responsibility to notify the delivery person and the craftsman immediately upon discovery.
2. If the dissatisfaction is based upon a deviation from design or the projects integrity, the company will repair or replace the project.
3. If the dissatisfaction is based on cosmetic details (stain color, sheen, etc), the customer is responsible.
4. In any event of repair, replacement, or cosmetic change, the customer may be responsible for addition costs associated including, but not limited to: physical shipping and handling costs, materials, labor, and overhead.
5. If no dissatisfaction is communicated at time of delivery, it is assumed that the customer accepts the project as is.

- iii. By commissioning Projects by Sean for a project, the customer agrees to these terms.

VI. Project Liability

A. Project Integrity

- i. A project's overall and structural integrity is expected in every project we take on.

- ii. Projects by Sean shall not be held liable for any injury, damage, or other costs resulting from the failure of a project's structural, or otherwise, integrity, functionality, or usability.
- iii. By commissioning Projects by Sean for a project, the customer agrees to these terms.

B. Project Responsibility

- i. It is the responsibility of both the customer and the company to ensure that every care is taken to ensure a project's stability and safety.
 - 1. If the company believes that a project could pose a safety risk in any way resulting in a project's intended, or unintended use, it will communicate those potentials to the customer in writing.
 - 2. If the company believes that a project's failure has a greater likelihood than not, the company may refuse a project based solely on those potentials.
- ii. It is the customer's responsibility for the completed project to only be utilized as the project was intended.
 - 1. If the project has a catastrophic failure resulting in injury, damage, or some loss to the customer, Projects by Sean holds no responsibility or liability for those injuries, damages, or otherwise losses.
- iii. By commissioning Projects by Sean for a project, the customer agrees to these terms.

C. Project Warranties and Guarantees

- i. If the project is guaranteed by Projects by Sean, the guarantees terms will be detailed on the estimate, invoice, or other written or electronic communication.
- ii. A verbal communication is not to be considered an official guarantee of the project.
- iii. A guarantee by Projects by Sean is only to be considered a guarantee of the craftsmanship and a project's replacement or repair.
- iv. Injury, damage, or other losses are not intended to be covered by the guarantee.
- v. By commissioning Projects by Sean for a project, the customer agrees to these terms.

VII. Exceptions

- i. Any exceptions to this policy must be approved in writing by Sean of Projects by Sean and shall be done on a case by case basis.

VIII. Review and Revision

- A.** This policy will be reviewed annually and revised as necessary to ensure it remains relevant and effective.

*By adhering to this policy, Projects by Sean aims to ensure a fair and transparent process for both the company and its customers in the event of a project cancellation.