



EFKMI, LLC • P. O. Box 5339, Wilmington, DE 19808 • [www.efkeebler.com](http://www.efkeebler.com)

## Procedures and Policies

(revised January 5, 2013)

Due to the meticulous and novel methods and the high standards involved in the creation of our instruments, you may find that ordering from us is a different experience than previous purchases you have made. This document is intended to protect you from surprises and to protect us from uninformed and/or aggressive customers. A non-refundable deposit of 50% of an order's total cost (without the shipping charge) makes an order official, reserves a place at the end of our production queue, and covers the cost of initial materials and labor. You will need to sign and return this document to us along with your deposit in order for your order to be considered official. **We are under no obligation of any kind to anyone who does not sign and return this document to us at the time the deposit is paid or who sends funds to us without our explicit prior written request to do so.**

The terms "we", "us", and "our" in this document refer only to EFKMI, LLC, the sole entity with which you are doing business. Once you, the customer, have read through our website, please contact Eric Keebler (the sole member of EFKMI, LLC authorized to enter into agreements with customers) to ask any questions you may have and to request a quote. All features to be installed on an instrument must be agreed to in writing by us for them to be an official part of the instrument's specification. We do not negotiate on price or enter into endorsement deals. All design ideas submitted to us in any form or developed jointly by us and a current or prospective customer become our sole intellectual property and may be used or reproduced by us at any time with no financial or other obligation to you. We do not rent, lease, or buy back instruments, or accept any other payment arrangements other than those described in this document. All deposits are non-refundable and all sales are final.

We may choose to provide good-faith estimates of delivery dates upon request; however, due to the inherent unpredictability of custom work and the potential need to re-make parts that do not end up meeting our extremely high standards, no date that we provide at any time shall be construed by you as official, guaranteed, or otherwise binding in any way. This means that you 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 or other problems of any kind arising from the actual delivery date. Your 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. To protect our intellectual property, we do not provide photographs or other "proof" of work in progress, except as we deem necessary to ensure that our work meets the intended spirit of the agreed-upon instrument specifications. You are welcome to inquire about the status of their orders as often as once a week if desired; however, please note that, in the event you pressure us to perform in ways other than described in this document, we will place your order on hold and move it to the end of the current production queue.

We accept checks, money orders, and wire transfers, all in US dollars and made payable to "EFKMI, LLC". We accept credit cards at our sole discretion, and require an extended clearance time before instruments paid for with credit cards will be shipped. Other payment arrangements must be agreed to in writing by us before you send them.

We will send you photos of your instrument when it is complete, at which time your final payment is due in full within thirty (30) days. No instrument will be shipped until payment in full has been received and has cleared. Instruments with unpaid balances after 30 days are fully forfeited to us and will be sold elsewhere. We are under no obligation to make alterations to completed instruments that conform to the agreed-upon specifications, and any such alterations that we do agree to perform may incur additional charges which must be paid in full before the instrument is shipped.

We are under no obligation to provide delivery, pick-up, or drop-off services, and our workshop is not open to customers. Shipping charges are non-negotiable and non-refundable, and cover not only postage but current-replacement-value insurance and packing-material and transportation expenses. To protect your instrument, we ship only by USPS Registered Mail, and require that you do the same in the event an instrument is sent to us - we will not become involved with the insurance claims processes of any other carriers, and you must pay in full for any return shipping and/or repairs arising from damage caused by the use of such non-approved carriers. 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 you may experience as a result of such damage. Repair jobs and replacement orders are added to the end of our production queue when the USPS 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 you pay the difference. We cannot estimate customs charges; and all customs fees, tariffs, and any other shipping expenses incurred after we hand the package over to the shipper, are entirely your responsibility to research in advance and pay when you are notified by their country's shipping agency that such fees are due. We will not lie about instrument value on shipping forms or otherwise attempt to defraud customs agencies under any circumstances.

We guarantee our instruments against failure due to defects in materials or workmanship for a period of five (5) years after we ship. Repairs are placed at the end of our current production queue unless we explicitly agree in writing to do otherwise. Using or storing an instrument outside the temperature range of 50-80 degrees Farenheit (10-27 degrees Celsius) or outside the humidity range of 50-80%; putting on heavy-tension or otherwise inappropriate strings; attempting to use an instrument that has visible damage; dropping or otherwise physically stressing an instrument outside of reasonable use cases; or anyone not a member or employee of EFKMI, LLC attempting to make any adjustments or modifications to the instrument, will immediately and irrevocably 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).

You assume full liability for the use of all objects we make or service for you, and are responsible for monitoring their condition and for contacting us immediately with any questions that may arise about proper use, maintenance, or safety. Instruments with visible damage must not be used until we have evaluated the damage. Worn strings must be immediately replaced with new brand-name strings of equivalent characteristics. Only connect to correctly-electrically-grounded equipment. Ear protection must be used when playing at volumes above eighty-five (85) decibels. 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. You are responsible for ensuring proper selection and adjustment of all rests, and for taking breaks as necessary to avoid injuries due to strain or repetitive motion.

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: \_\_\_\_\_