

## Kimera Order Agreement

This signed order agreement must be submitted as acknowledgement of the following terms before your order can be finalized to ensure that you understand our policies when placing your order.

### Order Accuracy/Changes

You agree to review your written receipt/Sales Order and advise us of any inaccuracies in writing (e-mail, fax, or regular mail) within 10 days of receiving your confirmation. After that period, we will not be responsible for any errors. However, if the order has not yet been cut, we may still be able to make amendments. Any changes to the original order may incur an additional fee at Kimera's discretion.

### Payment

We may start production any time after the initial 50% deposit is received. This deposit is nonrefundable. You agree to pay for the dress in full if any changes are made after the dress has been cut. This includes any substantial changes in dress size (more than 1" larger or 2" smaller). Credit cards given to us may be charged automatically upon order completion without prior notification. A \$35 fee will be charged for returned checks.

### Returns/refunds

All items are made-to-order and therefore not refundable. In the case of damage or defect, Kimera must be notified within 5 days of delivery and item must be returned within 10 days of delivery in original condition. We cannot accept return of any garments which have been altered. Replacement, repair, or refund will be issued at Kimera's discretion depending on the timeframe and fabric availability.

### Fitting/sizing

Please note we make every effort to make garments which fit well. However, due to factors sometimes beyond our control, we cannot guarantee a perfect fit unless you come in to our store for fittings/alterations. All of our garments, including custom-sized orders, are made with some "ease" which is then taken in during our fitting process. Even if the garment is made to your measurements, some alterations should be expected to achieve a perfect fit. We do not accept returns for improper fit and cannot reimburse you for alterations.

### Fabric

Silk shantung has natural slubs and irregularities which are a characteristic of the fabric and should not be considered a defect. Due to the hand-dyed nature of the fabric, the color of the finished garment may vary from the original swatches. We cannot guarantee color or dye-lot matching on orders which are not placed together. Kimera is not responsible for any damages due to improper fabric care after the order is received. We recommend a dry iron on a silk setting and professional dry clean only.

### Shipping

Kimera may determine the method of shipping, usually FedEx (2-5 business days). Typical shipping/handling cost in the continental U.S. of a dress is \$18 but may vary depending on insurance value and destination. We reserve the right to adjust shipping /handling fees as necessary to reflect any increases in actual shipping costs. You must advise us if a signature is required (which may incur an additional fee) or the delivery driver will use his discretion. We do not always notify recipients prior to shipment, so please make sure your address is current at all times. Any additional costs for non-delivery or re-delivery will be paid by the recipient.

Kimera will not be held liable under any circumstances for more than the total dollar amount of the purchase.

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

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

Print name: \_\_\_\_\_