

EGW Guitars Custom Guitar Deposit Terms and Conditions



CUSTOM GUITAR ORDER: The Customer agrees to purchase a custom-built guitar from EGW Guitars according to the specifications agreed upon and signed in writing by both parties prior to placing deposit. **DO NOT** place this deposit if you have not discussed and agreed on build specifications with EGW.

AGREEMENT ACTIVATION: Placing the deposit shall activate this agreement and will also serve as a signed acceptance of the terms herein by the Customer. **DO NOT** place this deposit if you have not discussed and agreed on build specifications with EGW.

BUILD COST AND DEPOSIT AMOUNT: The initial non-refundable deposit for the custom-built guitar is \$2000 (two thousand) USD (dollars). The total build cost to the Customer will be disclosed by EGW Guitars via email after discussing specifications and timeline, and before the Customer places the deposit. All build costs, taxes, and shipping fees will be communicated in USD. In the unlikely event a delay should occur for any reason, EGW Guitars shall notify Customer immediately and provide an updated timeline and/or estimated date of completion. Any timeline/dates provided should be viewed as 'approximations' that could vary depending on unprecedented events. EGW Guitars makes all efforts to complete the work by the given estimated date.

PAYMENT TERMS: The balance of the total agreed-upon cost for the custom-built guitar shall be due within 30 calendar days of the completion of the guitar or immediately upon pickup, whichever comes first. Completion will be communicated by EGW Guitars to the Customer in writing.

PICKUP PERIOD: The Customer agrees to pick up the completed guitar within 30 calendar days from the date of completion. Failure to pick up the guitar or arrange for shipping within this period will result in forfeiture of the deposit and guitar, and EGW Guitars reserves the right to reallocate the guitar for its retail sales. Exceptions to this need to be communicated upfront and agreed upon and signed in writing by both parties. The date that the Customer picks up guitar or shipping date is herein referred to as the "Date of Delivery".

(OPTIONAL) SHIPPING: The Customer may also opt for shipping at their own expense. Whenever possible, this cost/service should be added to the original agreement prior to placing deposit. Shipping insurance covering the total value of the guitar is required. EGW Guitars is not liable for any damages to guitar that may result from packing and/or shipping/poor handling. In the instance that the guitar is damaged, the warranty is void.

FORFEITURE CLAUSE: If the Customer fails to pay the remaining balance within the specified 30-day period, the deposit and guitar build shall be forfeited, and EGW Guitars reserves the right to reallocate the guitar for its retail sales.

CHANGES AND MODIFICATIONS: Any change(s) or modification(s) to the custom guitar specifications requested by the Customer after the commencement of the project may result in additional costs and a revised completion timeline. Customer is made aware that certain changes requested may not be feasible and EGW Guitars reserves sole discretion based on how developed the project is. EGW Guitars will in good faith attempt to accommodate any reasonable requested change(s) and/or modification(s). Both parties must agree to and sign any changes in writing prior to commencement of change(s).

WARRANTY/GUARANTEE: EGW Guitars offers a warranty period of one year from the Date of Delivery. If at any time during this warranty the guitar malfunctions due to faulty materials and workmanship, EGW Guitars will, at its sole discretion, repair the defect without charge or replace it with a model of similar specification and value that does not exceed the original purchase price of the guitar. In no way does this warranty extend to damage caused by shipping, regular wear and tear, acts of God, and/or negligence on behalf of the Customer.

HOLD HARMLESS CLAUSE: The Customer agrees to hold harmless and indemnify EGW Guitars, its owners, employees, and agents from any claims, liabilities, damages, losses, or expenses arising out of or related to the custom-built guitar, including but not limited to any injury or damage resulting from its use.

GOVERNING LAW & VENUE: This agreement shall be governed by Washington State RCW. Any disputes arising from or relating to this agreement shall be resolved through arbitration in accordance with the rules of the American Arbitration Association. In the event that any action is brought to enforce any provision of this Contract and is not resolved through arbitration, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

ATTORNEYS' FEES: In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.