

Design Services, Design Fee, and Design Freeze

1. Initial Design Fee

A **\$100 Design Fee** is required before Whisperwood begins substantive design work on a custom commission.

The Design Fee compensates Whisperwood for consultation, design development, and the time required to prepare a proposal for the Customer.

The Design Fee includes:

- An initial consultation;
- Development of an initial design concept;
- Up to two rounds of Customer-requested revisions; and
- Preparation of the final design and specifications for approval.

The Design Fee will be credited in full toward the purchase price of the completed commission if Customer proceeds with the project.

If Customer chooses not to proceed, the Design Fee is retained by Whisperwood and is not refundable.

Requests for design work beyond the scope described above may be subject to an additional design fee, which will be communicated to Customer before the additional work is performed.

2. Customer Approval

Before production begins, Whisperwood will provide Customer with the final design and applicable specifications for approval.

Depending on the project, the approval may include:

- Dimensions;
- Overall design;
- Wood species;
- Material selection;
- Finish;
- Hardware;
- Joinery or construction details;
- Other project-specific specifications.

Customer is responsible for carefully reviewing the final design and confirming that it accurately reflects the desired project.

3. Design Freeze

Once Customer has:

1. Approved the final design; and
2. Paid the required Production Deposit,

the project enters a **Design Freeze**.

The Design Freeze is intended to protect both Customer and Whisperwood by establishing the approved specifications from which the piece will be constructed.

After the Design Freeze, Whisperwood is not obligated to accept changes to the design, dimensions, materials, finish, or other specifications.

4. Changes After the Design Freeze

Customer may request changes after the Design Freeze. Whisperwood will determine, in its sole discretion, whether a requested change is feasible based on the project's stage of construction, material availability, safety, structural integrity, schedule, and other considerations.

Whisperwood may:

- Approve the requested change;
- Approve the change subject to additional cost or schedule adjustments;
- Propose an alternative solution; or
- Decline the requested change.

No change will be considered approved unless Whisperwood confirms its acceptance in writing.

Approved changes may result in additional charges, including but not limited to:

- Additional materials;
- Replacement or wasted materials;
- Additional fabrication or finishing labor;
- Additional design work;
- Additional shipping or delivery costs;
- Costs associated with reworking or remaking components; and

- Changes to the estimated completion date.

Whisperwood will communicate the applicable additional charges and material schedule changes before proceeding with the requested change.

5. Customer-Requested Changes to Completed or Partially Completed Work

If a requested change requires Whisperwood to modify, remove, replace, or remake work that has already been completed, Customer is responsible for the reasonable costs associated with that work.

Whisperwood is not responsible for maintaining the original project price or completion date when changes are requested after the Design Freeze.

6. Changes Required by Whisperwood

If Whisperwood determines during construction that a previously approved specification cannot reasonably be executed as designed because of an unforeseen material, structural, manufacturing, safety, or other legitimate issue, Whisperwood may propose a reasonable modification.

Whisperwood will communicate the issue to Customer and, where reasonably possible, obtain Customer approval before making a material change.

If the proposed modification does not materially alter the intended design or function of the piece, Whisperwood may make reasonable adjustments necessary to complete the project appropriately.

If a material change is required and the parties cannot agree on an acceptable alternative, the parties will discuss an appropriate resolution based on the circumstances of the project.

7. No Implied Changes

Verbal conversations, suggestions, photographs, inspiration materials, or informal communications do not modify the approved design.

Changes to the approved specifications must be confirmed in writing by Whisperwood.

8. Production Deposit

Following final design approval, Customer will be required to pay a Production Deposit equal to **30% of the agreed project price**, unless a different amount is specified in the applicable proposal.

Payment of the Production Deposit authorizes Whisperwood to begin production and establishes the Design Freeze.

The Production Deposit is applied toward the final purchase price.

Except as otherwise required by applicable law or expressly agreed in writing, the Production Deposit is non-refundable if Customer cancels the project, changes their mind, or otherwise elects not to accept the completed work after the Design Freeze.

9. Cancellation After the Design Freeze

If Customer cancels a project after the Design Freeze, Whisperwood may, at its discretion:

- Retain the Production Deposit;
- Complete the project;
- Modify the project into a form suitable for sale as a non-commissioned piece;
- Offer the resulting piece for sale;
- Sell or otherwise dispose of materials or partially completed work; or
- Take other commercially reasonable steps to mitigate its losses.

Customer acknowledges that a custom piece may not be readily resold for its original contract price and that Whisperwood is not obligated to locate a replacement purchaser.

Any subsequent sale of the piece does not create an automatic right to a refund or credit unless Whisperwood expressly agrees otherwise in writing.

10. Customer Cooperation

Customer agrees to respond to requests for approval, information, or decisions within a reasonable period.

Delays caused by Customer's failure to provide timely information, approvals, payments, or decisions may extend the project schedule.

If a Customer's delay materially affects the project, Whisperwood may revise the estimated completion date and may charge reasonable additional costs resulting from the delay.