

DME THEORY LLC – STANDARD TERMS & CONDITIONS

(California – Los Angeles County & Orange County)

Last Updated: 12/2025

These Standard Terms & Conditions (“Terms”) govern all proposals, estimates, invoices, services, and work performed by **DME Theory LLC** (“DME Theory,” “Company,” “we,” or “us”), unless otherwise agreed to in writing.

Acceptance of any estimate, proposal, or invoice constitutes acceptance of these Terms, which are incorporated by reference into all such documents.

1. Scope of Services

DME Theory LLC provides custom metal fabrication, installation, repair, consulting, design assistance, CAD/drawings, and related services (“Work”). Due to the custom nature of the Work, all services are performed to the specifications agreed upon in writing.

Any services not expressly included in the written scope are excluded unless authorized by written change order.

2. Estimates & Custom Work

All estimates are based on information available at the time of proposal. Custom fabrication inherently involves variables related to materials, finishes, tolerances, and site conditions. Minor deviations consistent with industry standards are not considered defects.

Estimates are valid for a limited time and may be revised due to material price changes, scope revisions, or delays beyond DME Theory’s control.

3. Deposits & Payment Terms

- **A 50% deposit is required** to schedule any Work.
- Deposits become **non-refundable once materials are ordered or fabrication begins**.
- The remaining balance is due upon **substantial completion** of the Work.
- Final payment terms are **Net 10** unless otherwise stated in writing.

DME Theory reserves the right to suspend or delay Work for non-payment without penalty or liability.

4. Late Payments

Failure to remit payment within the agreed terms may result in:

- Suspension of ongoing or future work
- Delay or withholding of deliverables
- Storage or remobilization fees where applicable

Warranty consideration is contingent upon full payment.

5. Site Conditions & Installation Readiness

The Client is responsible for ensuring that job sites are safe, accessible, and ready for installation, including:

- Adequate access
- Clear work areas
- Structural readiness
- Coordination with other trades

DME Theory reserves the right to refuse or reschedule installation if site conditions are not suitable. Additional costs caused by delays, re-visits, or interference by other trades may be billed to the Client.

6. Changes in Scope

Any changes to the scope of Work must be authorized **in writing** via a change order. Verbal approvals are not binding. Change orders may result in adjustments to price, timeline, and delivery.

7. Materials & Price Volatility

Material pricing is subject to market conditions. Significant fluctuations in material costs, availability, or lead times may result in price adjustments or schedule changes.

8. Design Ownership & Intellectual Property

All drawings, CAD files, designs, concepts, and technical documents produced by DME Theory remain the **exclusive property of DME Theory LLC** until full payment is received.

Upon full payment, the Client is granted a limited, non-transferable license to use the designs **solely for the specific project** for which they were created. Reuse, duplication, or fabrication by others is prohibited without written consent.

9. Limited Workmanship Warranty

DME Theory provides a **30-day limited workmanship warranty** commencing upon substantial completion.

This warranty covers defects in workmanship only and excludes:

- Normal wear and tear
- Finish changes or patina evolution
- Environmental exposure
- Improper use or maintenance
- Modifications by others
- Structural or substrate conditions beyond DME Theory's scope

No other warranties, express or implied, are provided.

10. Exclusions & Third-Party Work

DME Theory is not responsible for:

- Existing conditions
 - Work performed by other trades
 - Structural integrity beyond the agreed scope
 - Damage caused after completion by third parties
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11. Delays & Force Majeure

DME Theory is not liable for delays caused by factors beyond its reasonable control, including but not limited to material shortages, labor disruptions, weather, permitting delays, or acts of God.

12. Limitation of Liability

To the fullest extent permitted by law, DME Theory's total liability shall not exceed the total amount paid for the specific Work giving rise to the claim.

In no event shall DME Theory be liable for indirect, incidental, special, or consequential damages, including loss of use or profits.

13. Termination

DME Theory reserves the right to terminate or suspend Work if the Client breaches payment or contractual obligations. The Client remains responsible for all costs incurred up to the termination date.

14. Governing Law & Venue

These Terms shall be governed by the laws of the State of California.

Venue for any dispute shall be:

- **Los Angeles County, CA** or
 - **Orange County, CA,**
at DME Theory's discretion.
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15. Entire Agreement

These Terms, together with the applicable estimate or proposal, constitute the entire agreement between the parties and supersede all prior communications.