

General & Warranty Information

Terms and Conditions of Sale

Terms:

Net 30 Days on established credit.

Freight:

EMTEK pays the freight on all shipments via three day service.

Shipping:

EMTEK builds all products to order and most orders ship in 48 hours. All shipping services are from the time the order is shipped. EMTEK pays the freight on all orders using 3 Day shipping service. To shorten the transit time, shipments can be upgraded to 2nd Day service or Next Day service for a fee.

Returned Goods:

Merchandise may be returned only with approval from the factory. A factory issued RGA number must accompany all returns. All returns must be sent freight prepaid. Returned goods are subject to a minimum 25% handling charge. Factory issued RGA's expire 90 days from the date they are issued.

Minimum Order:

There is no minimum order quantity. A \$10.00 handling charge will be added to orders valued at less than \$50.00 net.

Patina Finishes:

Sandcast & Lost Wax Cast Bronze products have patina finishes that will gracefully age showing highlights of the underlying bronze over time.

Prices:

Prices are subject to change without prior notice.

Limited Warranty

EMTEK Products, Inc. (the "Company") warrants to the original purchaser that, except for products with Rust, Deep Burgundy, Medium Bronze, Flat Black Patina and Silver Patina finishes, the products manufactured by it (the "Products") are free of defects in material and workmanship, provided:

1. the Company has been notified within five years of purchase date and has been given the opportunity of inspection by return of any alleged defective Products to the Company, free and clear of all liens and encumbrances, transportation prepaid, accompanied by a statement of defects and proof of purchase; and
2. the Product has not been modified, abused, misused or improperly installed, maintained and/or repaired during such period;

There is no warranty on Rust, Deep Burgundy, Medium Bronze, Flat Black Patina and Silver Patina finishes.

The Company shall, at its option, either repair or replace, free of charge, any Products or part thereof found upon the Company's inspection, to be so defective, or at the Company's sole discretion refund the purchase price, less a reasonable allowance for depreciation, in exchange for the Product.

The Company makes no other warranty, and all implied warranties including any warranty of merchantability or fitness for a particular purpose are limited to the duration of the expressed warranty period as set forth above.

The Company's maximum liability hereunder is limited to the purchase price of the product. In no event shall the Company be liable for any consequential, indirect, incidental or special damages of any nature arising from the sale or use of the product, whether in contract, tort, strict liability or otherwise.

Notes:

- A. Some states do not allow limitations on incidental consequential damages or how long an implied warranty lasts so that the above limitations may not fully apply.
- B. This warranty gives specific legal rights and a buyer may also have other rights which may vary from state to state.
- C. For warranty service and shipping instructions contact EMTEK Products, Inc. at: 15250 E. Stafford Street, City of Industry, CA 91744. Tel: (626)961-0413