

# TERMS & CONDITIONS | WARRANTY

### **GENERAL TERMS & CONDITIONS**

Business Hours: 8:00 am – 5:00 pm (PST) Contact: 844-822-DEZI (3394) customerservice@dezihome.com

#### Conditions of Sale

All products become the buyer's property when delivered to the carrier.All goods are shipped at the customers' risk. Dezi Home reserves the right to modify specifications, design, pricing and packaging or alter the weight of any item at our option without prior notice. All orders are subject to acceptance by Dezi Home. \*Dezi-home™ will only sell to pre-approved authorized dealers.

### Pricing

Pricing is subject to change without notice. Items may be discontinued without notice.

### **Payment Terms**

Unless otherwise mutually agreed in writing, terms are Net 10th of the month. All invoices are past due thereafter. Past due accounts will be placed on a "HOLD" status until the account is brought current. Dezi Home reserves the right to ship on a C.O.D. status where deemed necessary. A finance charge of 1.5% per month will be charged on past due accounts. In the event legal action is required to enforce these Terms & Conditions, the prevailing party shall recover reasonable attorney's fees and costs.

### Returned Checks

A \$35 service charge will be invoiced on all returned checks.

#### Freight

F.O.B. Huntington Beach, and a shipping and handling charge will be added to each shipment. Full freight allowed (FFA) on a single order equivalent to \$1500.00 FFA does not apply on special net pricing orders. All items are shipped via UPS unless other arrangements are made. Shipping is pre-paid and billed.

#### Claims

All claims for shortages, damages or errors etc. must be made within 30 days of the ship date. Claims for lost shipments or goods damaged in shipping, must be made against the carrier.

#### Returns

Goods cannot be returned without prior written authorization in the form of an RMA number. Please include a copy of the invoice or packing slip and indicate the reason for the return. Returns, other than for manufacturing defects, may be subject to a restocking charge of up to 25%. Returns of non-defective merchandise must be in new, re-sellable condition. All shipping charges are the responsibility of the buyer. Any credits to be applied will be determined after inspection of the returned products. All returned merchandise must be properly packaged to avoid damage during return shipment. Pricing is subject to change without notice. Items may be discontinued without notice.

### **CONSUMER LIMITED WARRANTY**

Dezi Home provides the following warranties on its products to the original purchaser, installed in a residential application. This warranty is limited to those original purchasers who purchase genuine Dezi Home products from its "AUTHORIZED DEALERS" and is not transferable. Proof of purchase from the original consumer purchaser must be made available to Dezi Home for all warranty claims.

PLEASE NOTE THAT DEZI HOME WILL NOT HONOR WARRANTY CLAIMS FROM CONSUMERS WHO PURCHASEDEZI HOME PRODUCTS FROM RESELLERS OR NON-AUTHORIZED DISTRIBUTORS EXCEPT WHERE PROHIBITED BY LAW. BY WAY OF EXAMPLE ONLY, THIS WARRANTY WILL NOT APPLY TO DEZI HOME PRODUCTS PURCHASED FROM SUCH ON-LINE SOURCES AS E-BAY, AMAZON, SEARS AND WAI MART

**Mechanical Warranty:** A limited lifetime warranty is provided on all mechanical parts to be free from defects in material and workmanship under normal usage. This limited lifetime warranty does not apply to the replacement of components where damage is caused by normal wear and tear.

**Finish Warranty:** All finishes carry a lifetime warranty against tarnish. Any product installed outdoors, in a marine environment or exposed to direct sunlight is excluded from the finish warranty.

### Exclusions:

- Parts made of glass, crystal or porcelain are excluded from this warranty.
- The use of any lead-based acidic curing adhesive, mastic or plumbers putty will void the finish warranty.
- This warranty is void for any damages due to misuse, abuse, neglect, accident, improper installation, improper care of finishes, hard water or mineral deposits, potassium or salt based water softener systems, or exposure to corrosive materials or use in any manner contrary to DEZI HOME installation instructions or intended use.
- Use of any replacement parts other than genuine DEZI HOME parts will void the warranty.

This warranty does not cover labor charges or associated costs for, or damages occurring during the removal, transportation, return or installation of products or replacement products. This warranty is made to the original consumer purchaser in the original installation and is effective from the date of purchase as shown on purchaser's receipt. During the warranty period, DEZI HOME will replace any part, which proves defective in material and/or workmanship under normal installation, use and service. Any covered part that fails during the terms of this warranty will be replaced at no charge. Replacement parts can be obtained from your local dealer or distributor or by returning the part to the factory transportation charges prepaid, to: DEZI HOME, 5271 Argosy Avenue, Huntington Beach, CA 92649.

This warranty is the exclusive warranty granted by DEZI HOME and is in lieu of all other warranties of merchantability and fitness for a particular purpose and is further limited to defective parts replacement only. Labor charges and/or damage incurred in installation, repair or replacement as well as incidental and consequential damages are excluded. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

## COMMERCIAL WARRANTY

Dezi Home extends the above limited warranty to purchasers of products for industrial, commercial and business use upon the same terms and conditions and exclusions applicable to residential purchasers, except that the finish and mechanical warranty is reduced to one (1) year from the date of purchase. Additionally, with respect to commercial purchasers, all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose are excluded.