



Glastender Home Terms and Conditions

PLACE ORDERS:

Dealers interested in purchasing Glastender Home products may contact the factory via telephone at 800-748-0423 or 989-752-4275, via fax at 989-752-4444, or via e-mail at orders@glastender.com.

PRICES:

All prices are Retail/MAP. Applicable taxes will be added. Prices are subject to change without notice. Prices do not include shipping and handling charges.

QUOTATIONS:

Unless otherwise stated, quotations are effective for 30 days only.

ACCEPTANCE:

All orders are subject to acceptance by Glastender, Inc.'s headquarters in Saginaw, Michigan.

SHIPMENTS:

F.O.B. factory in Saginaw, Michigan. Freight terms are Prepay and Add to Invoice. Collect, if shipped directly to you or Third Party freight terms are available upon request. The approximate shipping weights for standard products are listed on the price list. Cocktail stations ship under freight class 150. Partial shipments will be made unless otherwise specified by the customer.

All small items are evaluated to see the most cost effective means for shipment. Many small items ship via UPS or FedEx; however, when dimensional weight is excessive, LTL carriers are the most cost effective choice.

The order department is happy to assist with routing or shipping questions.

PAYMENT TERMS:

Cash should be included with all orders unless credit terms have been arranged. To establish credit, banking and trade references are required. A convenient credit application is available upon request. Payment via credit card is not our normal means of receiving payment. Visa and MasterCard will be accepted, but must be charged at the time of shipment. In addition, a payment via credit card for orders totaling more than \$500 will incur a 3% convenience fee on the total transaction amount.

CHANGES OR CANCELLATIONS:

Changes or cancellations by the buyer must be approved by the factory and may result in additional fees and/or a delay in shipment.

DELIVERY:

The majority of equipment is manufactured to order and typically ships within three to six weeks after complete order information is received by the factory. In-stock equipment typically ships within two to three days of the factory receiving complete order information.

RETURNS:

Finished top cocktail stations and any other non-standard manufactured-to-order products are NOT returnable.

A Return Material Authorization (RMA) number must be issued by the factory in advance for any items that are returnable. The RMA number MUST be noted on the outside of the returned package. Returns must be received within 30 days of the RMA issue date. Shipping charges must be prepaid. A credit may be allowed pending examination of the returned goods. The amount of the restocking charge will depend on the condition of the goods. A minimum 20% restocking charge will be applied to all authorized returns if received in new, unused condition in the original packaging.

LOSS OR DAMAGE:

For customer routed shipments, Glastender, Inc. is not responsible for any loss, damage, or delay of merchandise during shipment. Such transit claims must be filed with the carrier. Merchandise must be examined on arrival. If shortages occur, Glastender, Inc. must be notified in writing within five (5) days of delivery to honor any shortage claim. Glastender will assume responsibility for freight claims on Prepay and Add shipments but the customer must inspect the freight. If the customer receives any package that has been damaged or tampered with, a written note of the damage must be made to the freight carrier when signing for the receipt of the package. A verbal note to the driver is not sufficient. Notify the local office of the carrier and/or the shipping department at Glastender within 48 hours. Failure to follow the above instructions may result in losses at the customer's expense.

CUSTOM ORDERS:

Finished top cocktail stations and any other non-standard manufactured-to-order product orders must be paid in advance and are not subject to cancellation.



Glastender Home Warranty

Limited Warranty

For one year from the date of purchase, when this product is operated and maintained according to the instructions attached to or furnished with the product, Glastender, Inc. will pay for Factory Specified Parts and repair labor to correct defects in materials and workmanship. Service must be authorized by the Factory in advance and must be performed by a Glastender, Inc. designated service company. This limited warranty is valid only in the United States and Canada and applies only when the product is used in the country in which it was purchased. Outside the 50 United States and Canada, this limited warranty does not apply. Proof of the original purchase date is required to obtain service under this limited warranty.

Items Excluded from Warranty

This limited warranty does not cover:

1. Service calls to correct the installation of your product, to instruct you how to use your product, or to correct house wiring or plumbing.
2. Cosmetic damage, including scratches, dents, chips or other damage to the finish of your product, unless such damage results from defects in materials or workmanship and is reported to Glastender, Inc. within 30 days from the date of purchase.
3. Repairs when your product is used for other than normal, single-family household use or when it is used in a manner that is contrary to published user or operator instructions and/or installation instructions.
4. Damage resulting from accident, alteration, misuse, abuse, fire, flood, acts of God, improper installation, installation not in accordance with electrical or plumbing codes, or use of consumables or cleaning products not approved by Glastender, Inc.
5. Cost associated with the removal from your home of your product for repairs. This product is designed to be repaired in your home and only in-home service is covered by this warranty.
6. Repairs to parts or systems resulting from unauthorized modifications made to the product.
7. Expenses for travel and transportation for product service if your product is located in a remote area where service by an authorized Glastender, Inc. service agent is not available.
8. The removal and reinstallation of your product if it is installed in an inaccessible location or is not installed in accordance with published installation instructions.
9. Damage resulting from normal wear and tear of your product.
10. Products with original model and serial numbers that have been removed, altered or cannot be easily determined. This warranty is void if the factory applied serial number has been altered or removed from your product.

The cost of repair or replacement under these excluded circumstances shall be borne by the customer.

DISCLAIMER OF IMPLIED WARRANTIES: LIMITATION OF REMEDIES

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR AS PROVIDED HEREIN. IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE YEAR OR THE SHORTEST PERIOD ALLOWED BY LAW. GLASTENDER SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF MERCHANTABILITY OR FITNESS, SO THESE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIAL LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.