

# TERMS and Conditions

<b>Contact</b>	EKITTA P.O. Box 140172 Austin, Texas 78714	<b>Office</b>	EKITTA 8700 Merion Circle Austin, Texas 78754 Phone: 512.928.4700 info@ekitta.com
<b>Pricing / Custom Quotes</b>	Prices shown are suggested list prices, F.O.B. factory, Austin, Texas. Pricing does not include delivery, freight, crating or uncrating, installation, storage, insurance, federal, state, or local taxes. Pricing on "Custom" quotes is valid for 30 days. Prices, specifications and materials are subject to change without notice.		
<b>Guaranteed Freight Pricing Program</b>	An optional Guaranteed Freight Pricing Program offers the opportunity to provide a fixed freight cost at the time of order placement. Freight cost estimates are also available upon request from info@ekitta.com. EKITTA's Guaranteed Freight Pricing Program is not applicable to planters and hardware.		
<b>Terms</b>	Orders will be scheduled for production after a purchase order and payment is received. Orders <\$2,500 require full payment, 50% deposit for orders >\$2,500 with the balance and shipping charges to be paid before shipment.		
<b>Ordering</b>	<p>To expedite order entry and to assure proper service, email or mail orders to the above address. All orders emailed and then mailed, must be marked "Confirmation." EKITTA will not be responsible for duplicate orders if purchase orders are left unmarked.</p> <p>All orders must be accompanied by a written purchase order and payment. Orders will be acknowledged promptly upon receipt. The issuance of an Invoice / Acknowledgment indicates acceptance of any purchase order and is final and binding. To expedite processing, we suggest that a copy of the check be emailed to EKITTA before mailing.</p>		
<b>Change Orders / Cancellations</b>	Acknowledged orders may be changed only by mutual agreement. Revisions and cancellations are subject to price and schedule adjustments and / or cancellation charges, as appropriate.		
<b>Warehousing</b>	Orders will be shipped when completed and paid in full. On orders which cannot be shipped, product will be invoiced and a weekly warehousing charge will accrue 7 days after completion. Warehousing charges will be levied at 1% of the NET invoiced price per piece by product line item. Minimum weekly warehousing charge will be \$25 NET per order. Full payment of invoice and warehousing charges required before shipment.		
<b>Returns</b>	Items may be returned only with EKITTA's written consent and shipping instructions, and with all related transportation costs to be paid by the purchaser. All returned merchandise is subject to a minimum 35% restocking charge. Customer-damaged items and custom-made items cannot be returned under any circumstance.		
<b>Damaged Merchandise / Claims</b>	<p>For your protection, we suggest that all merchandise be inspected upon arrival. If merchandise is received visibly damaged, note damage on the driver's freight bill, retain a copy of the freight bill with the note and notify EKITTA. All claims as to breakage, damage or shortage must be made and adjusted with the carrier immediately. Regardless of final adjustment or adjudication of claim, EKITTA's invoices are due in full subject to usual terms.</p> <p>In the event of shortage, do not accept the shipment until such shortage is noted on the bill of lading, and notify EKITTA immediately.</p>		
<b>Product Design</b>	EKITTA reserves the right to make changes in design and construction or to discontinue products without notice. All dimensions are approximate.		
<b>Warranty</b>	EKITTA warrants its products to be free of defects in materials and workmanship for one year from date of delivery. This warranty assumes normal and correct product usage. EKITTA accepts no liability resulting from abnormal use, misuse, abuse, alteration by customer, or damage in transit. It is understood that these limitations are part of the terms and conditions of purchase of EKITTA products and by placing an order, the purchaser accepts these limitations. Option of repair or replacement under this warranty is at the discretion of EKITTA.		