

TERMS and Conditions

Pricing / Custom Quotes	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.
Guaranteed Freight Pricing Program	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.
Terms	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.
Ordering	<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>
Change Orders / Cancellation	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.
Warehousing	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.
Returns	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.
Damaged Merchandise / Claims	<p>Ownership of the product changes when the merchandise leaves EKITTA's dock. Any subsequent damage claim is the responsibility of the purchaser. The utmost care is used in packing and shipping. Examine merchandise carefully before giving the transportation company a clear receipt. In the event of shortage, note on the driver's bill of lading before signing, keep a copy and notify EKITTA immediately.</p> <p>Do not refuse merchandise damaged in transit. Keep product in original shipping box or container for inspection by carrier. If shipment arrives damaged or short, you should immediately file a claim with the delivery carrier. It is strongly suggested that all shipments be unpacked and inspected upon arrival at Consignee.</p> <p>No damaged freight claims can be made once the merchandise has been transported by another vehicle. If the shipment is in apparent good condition but upon opening contents are found damaged, unpacking should be stopped and an inspector of the transportation company should be called to examine the shipment.</p> <p>Submittal of claims must be made to the transportation company within 10 days of receipt. Photographs of visible damages to the packing as well as affected product often prove helpful in the claim submittal process.</p>
Product Design	EKITTA reserves the right to make changes in design and construction or to discontinue products without notice. All dimensions are approximate.
Warranty	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.