

# TERMS AND CONDITIONS OF SALE

## TERMS AND CONDITIONS OF SALE FOR AMBA PRODUCTS LLC (“SELLER”)

1. All products supplied are deemed to be free from manufacturing defects and in working order. Ownership is transferred on payment of the full purchase price as agreed and noted in the purchase order furnished by the buyer and confirmed by the seller.
2. Prices are quoted ex Atlanta, GA, USA and do not include shipping and handling costs [US Only]. The shipping and handling costs will be agreed at time of order.
3. Net payment is due thirty [30] days from the date of shipment for credit qualifying customers. A charge will be added to the unpaid balance on all invoices not paid by the due date.
4. Seller’s liability is limited to the cost of the product and does not include the cost of any other charges. Seller shall not be liable to or responsible for any consequential damages whatsoever, including but not limited to any damage or loss resulting from delay or default in delivery due to any cause.
5. Buyer expressly acknowledges and agrees that it waives any and all claims for consequential damages and/or any damages under Georgia General Laws. Seller’s only liability hereunder shall be for replacement of defective goods. Replacement will be given only after Seller’s inspection of the goods and its agreement to the claimed defective condition. Seller will replace product but will not accept any responsibility for installation or removal or any transport costs.
6. All claims shall be deemed waived unless made in writing and delivered to Seller within sixty [60] days after receipt by Buyer. A Guideline for Product Returns is available and needs to be followed when returning defective or damaged product.

## PRODUCT WARRANTY

The seller offers a warranty for products that have been installed according to the installation instructions supplied with the product. The duration of the warranty varies depending on the product. Proof of purchase must be supplied with claim. Warranty begins 30 days from invoiced date. The warranty covers defects in workmanship and materials. This warranty is only valid for product purchased and used in the United States, Canada and Mexico.

## DURATION OF WARRANTY:

### HEATED TOWEL RACKS

- JEEVES Collection – 10 years.\*
- QUADRO Collection – 3 years.
- SIRIO Collection – 3 years.
- ELORY Collection – 3 years.
- VEGA Collection – 3 years.
- ANTUS Collection – 3 years.
- SOLO Collection – 2 years.
- SWIVEL Collection – 2 years.
- TRADITIONAL Collection – 3 years.\*
- RADIANT Collection – 2 years

\*If the electric element in the Jeeves or Traditional heated towel rack is faulty it will be replaced within the first 2 years for any reason. Thereafter, elements can be replaced at a cost which is available on application. Power surges affect all electrical appliances and we cannot be held responsible beyond this period.

# RETURN/WARRANTY POLICY

If you would like to return your item within thirty (30) days of your order ship date please contact the retailer you purchased the product from to receive an RGA (Return Goods Authorization). We will only accept a return if it is returned in the original manufacturer's packaging and has not been manipulated in any way. (The 16 AWG wire must not be damaged or cut; all assembly fittings must be in the original packaging.)

Returns of incorrectly ordered products are subject to a restocking fee. If you have ordered incorrectly, wish to order the correct product and return the incorrect product, your restocking fee will be 15%. Once the product has been received at our warehouse, it will be inspected and you will be credited for the returned product less the applicable restocking fee and original shipping and processing charges

If you wish to return a product but do not place a reorder, the restocking fee will be 25%. Once the product has been received at our warehouse, it will be inspected and you will be credited for the returned product less the applicable restocking fee and original shipping and processing charges.

## WARRANTY ISSUES

If, within thirty (30) days of your order ship date, any product proves to be defective please contact your retailer immediately. Please DO NOT ship the product back to us without contacting us first and receiving an RGA (Returned Goods Authorization) Number and return instructions. We will only accept a return if it is returned in the original manufacturer's packaging. Pick up / replacement item(s) can only be sent to or picked up from the original "ship to" address.

Any time after the thirty-one (31) days of your order ship date, if a product proves to be defective; please contact your retailer immediately. Warranty begins 30 days from invoiced date. Please DO NOT ship the product back to us without contacting us first and receiving a RGA (Return Goods Authorization) Number and return instructions. It will be the customers' responsibility to get the product to and from Amba Products. This will be at the customer's expense. Please be sure to adequately package your product; Amba Products will not be held responsible for any damages that occurred during shipment. Once the product is received it will be properly inspected and tested.

Should we determine that the product is in fact defective, under warranty terms, it will be repaired and tested at our facility. You will be notified when your product will be ready for pickup or collection. If you choose to return the defective item, rather than replace it, we will charge a 15% restocking fee and your original shipping and processing charges will not be refunded. All transactions must take place under the original Purchase Order. If you choose to place a re-order the restocking fee will not be waived. The return of the product is at your expense. This may only be done within the product warranty period. **Items returned after 90 days are subject to a 40% restocking fee or may not be returnable at all (This applies to current versions only).** We will let you know our decision once we respond to your request. Only one pick-up attempt will be made.