



TERMS OF SALE

PRODUCTION

Products that are made-to-order are subject to the manufacturer's scheduling and production capability.

- Production timelines that are disclosed are 'estimates' and may be subject to delays which are beyond the control of Water Feature Pros.
- You will be advised of any production delays that may affect your expected delivery date
- Production timelines do not include the transit time required for shipping.

SHIPPING & RECEIVING

Special order items not in our inventory will be shipped directly to you from the manufacturer or distributor.

- Small parcels weighing less than 50 lbs. that can be packaged within specified carton dimension limits will be shipped by ground parcel carrier or the US Postal Service.
- All other items will be shipped using ground freight carriers.

Standard ground freight rates include curbside delivery by appointment.

- Additional freight charges may apply and include but are not limited to a lift gate service for heavy palletized items, service to areas with limited access (e.g. gated communities, alleys, or cul-de-sacs), service to addresses with limited hours.
- Labor and equipment required to receive ground freight shipments is the responsibility of the customer.

CANCELLATIONS

Orders for *product made-to-order* may not be cancelled for any reason once submitted, accepted, and confirmed by the manufacturer. Unforeseen production or shipping delays are not a basis for cancellation.

RETURNS

Product that is *made-to-order* may not be returned except for the following conditions, a) the item model number does not match from the item ordered or b) the color code does not match the color code specified at time of order. Color variations in an item with the correct color code shall not be a basis for return.

Stock items may be returned under the following conditions:

- All returns must be accompanied by a Return Merchandise Authorization (RMA) issued by Water Feature Pros.

- All returns must be unused and in the original packaging

Return shipping expense shall be the responsibility of the customer. A restocking fee of 25% shall be deducted from the invoice value of the item excluding any applicable shipping and handling fees paid at the time of sale.

WARRANTIES

The manufacturer's written warranty for all product shall prevail. Water Feature Pros offers no expressed nor implied warranty beyond that offered by the manufacturer.

DAMAGE CLAIMS

The Consignee or a responsible designee must receive, inspect, and sign for product shipped by ground freight. A Receiving Document along with tracking information will be sent from Water Feature Pros to the Consignee via email when the product is tendered to the freight carrier.

- The Receiving Document outlines the proper procedures for receiving and inspecting the product.
- The Receiving Document outlines the process for documenting damage that may have occurred in transit.
- The procedures outlined in the Receiving Document are binding.
- Failure to inspect the product upon delivery or adhere to the process outlined in the Receiving Document may result in the loss of the Consignee's ability to file a damage claim with the freight carrier.

Freight damage claims are limited to breakage. Repairable chips, scuffs, and abrasions are not a basis for a freight claim.

Beyond filing a damage claim on behalf of the Consignee, Water Feature Pros will bear no responsibility for additional expenses, real or perceived, that may be incurred by the Consignee.