

GARDEN ART

I N T E R N A T I O N A L

WARRANTY

Garden Art International (hereafter known as „GAI“) warrants its products, when purchased new, to be free from defects in materials and workmanship under normal use and service for one (1) year from date of purchase. If inspection of this product within one year of its initial purchase, confirms that it is defective in materials or workmanship, GAI will repair or, at its option, exchange the product for a similar product. This limited warranty applies only to the original purchase of these products. In the event of a limited warranty claim, proof of purchase will be required – save the sales receipt. This limited warranty is void if the product has been altered in any way by the purchaser including but not limited to alterations including painting, gluing, permanently adding or omitting any piece from the original planter assembly. GAI is a product supplier only. GAI’s option to repair or exchange the product under this limited warranty does not cover any labor or other costs of removal or installation. IN NO EVENT WILL GAI, EMPLOYEES OF GAI, OR ANY AFFILIATE OF GAI BE LIABLE FOR THE COST OF REPAIR OR REPLACEMENT FOR ANY COSTS RELATED TO THE INSTALLATION OF ANY PLANTERS, PLANTER CONTAINERS, IRRIGATION PRODUCTS, OR EROSION CONTROL PRODUCTS CARRIED BY GAI FOR SALE. GAI will not be responsible for any other incidental or consequential damages attributable to a product defect or to the repair or exchange of a defective product, all of which are expressly excluded from this limited warranty. This limited warranty does not cover any liability for consequential or incidental damages, all of which are hereby expressly disclaimed, or the extension beyond the duration of this limited warranty of any implied limited warranties, including those of merchantability or fitness for an intended purpose. (Some states or provinces do not allow the exclusion or limitation of implied limited warranties, so this exclusion may not apply to you.)

Any claims as to condition of materials must be made at time of delivery after material has been accepted in good condition. GAI will not be responsible for improper handling, planting, exceptional weather, or lack of proper maintenance. Plants are not guaranteed to live, and our liability in all instances is limited to the purchase price of the product GAI has provided. This limited warranty gives the customer specific legal rights. The customer may have other statutory rights that vary from state to state or from province to province, in which case this limited warranty does not affect such statutory rights. Disclaimer Our GFRC pots are not waterproof. Any standing water at the base of the GFRC pot may cause erosion, deterioration, discoloration, bubbling, and/or cracking. A separate waterproofing layer on the inside of each pot, while not supplied by GAI, is recommended regardless of pot style and whether or not a drain hole and saucer have been specified. LIMITED WARRANTY CONTACT INFORMATION For service under these limited warranties, it is suggested that a claim be made through the contractor, dealer, distributor, or reseller from or through whom the product was purchased. Purchases made directly with GAI for the purpose of resale may be made directly with GAI. A service request (including a description, sku, and digital image of the product model and of the defect) may be sent directly to GAI to the following address: Garden Art International 2840 West First Street Santa Ana, CA 92703 Attention: Director of Consumer Affairs For residents of the United States or abroad, warranty information may also be obtained by either visiting our website at www.gardenartint.com or by calling the following phone number: (714) 541-4200

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TERMS AND CONDITIONS

- 1. Terms and Conditions of Payment:** Terms are "Due Upon Receipt of Invoice". In the event it becomes necessary for Garden Art International (hereafter GAI) to file suit to enforce payment of past due amounts, such suit will be brought in Orange County, California. GAI shall be entitled to collection fees, court costs, services charges, and 3% per month interest or such other maximum rate as is allowed in the state of California on all amounts found to be due and payable.
2. All in store or on line purchases are deemed made and payment is due payable to „Garden Art International“. Payment may be made with a credit card, check, or electronic transfer of payment from an approved source (i.e.: Pay Pal) or in person by check, cash, or credit card at principal place of business in Santa Ana, California.
3. Buyer acknowledges, guarantees and warrants to GAI that the person signing this agreement, any future invoices evidencing materials purchased pursuant to this contract, any shipping document, delivery order or receipt is the person authorized to sign the same. In the event the buyer wishes to specify or limit persons in authority to order and purchase on their behalf, it shall be the buyer's responsibility to submit and update such a list in writing.
4. Financial statements, credit information supplied by buyer or by others on behalf of the buyer, and agreements, are a part of this contract. Any false or misleading information constitutes a fraudulent misrepresentation and possible cause for legal action to protect the interests of GAI.
5. As a matter of course, CALIFORNIA PRELIMINARY NOTICES are filed on orders delivered from our office. Please be prepared to provide the required information prior to delivery, and preferably, at the time the order is placed.
6. A freight charge will be added to all orders being delivered. Deliveries out of state may require additional freight charges above standard shipping and handling costs.
7. All deliveries are made based on subjective schedules and all promises of shipment of delivery are approximated as closely as possible by GAI. In no event will GAI assume any responsibility for delays in shipment, delivery, and shortages due to causes beyond GAI's reasonable control.
8. The acceptance of any individual order and terms of payment to all sales and orders are subject to approval by the authorized representative of GAI.
9. Returned Checks are subject to a \$50 return check fee imposed by GAI. This fee is separate and in addition to any fee charged by the issuing bank for any cancelled or returned check in all instances.
10. All sales are made pursuant to these conditions and all orders are received with the understanding that they are placed under these conditions.
11. If customer is a Limited Liability Company (LLC) or a distributor with the intention to resell any GAI product, then an additional set of documents detailing the distributors resale number, etc. will be forwarded to the distributor for completion, signed, and sent back to GAI for our files for this and any future agreements.
12. Any items that are not a special order and are returned in resalable condition may be exchanged within 30 days and will be subject to a 20% restocking fee. Exchanges must be approved by a GAI authorized representative prior to the exchange / transaction. CUSTOM AND SPECIAL ORDERS MAY NOT BE RETURNED FOR ANY REASON.
13. Prices are subject to change without notice.



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