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TERMS AND CONDITIONS

Ordering

Purchase orders are accepted via email or fax. If an item is in stock, the standard processing time is 1-3 business days. If an item is out of stock, we will notify you and give an estimated replenish date. Please note that all orders must be shipped out within 30 days from the date of the invoice. Any order that is stored in our warehouse after the 30 day period will be charged a 10% storage fee. After 60 days the order will be cancelled. Email all orders to sales@bathpacific.com or fax to 818-960-0037.

Payments

Pacific Collection accepts all major credit cards, company checks or wire transfers. For prepaid dealers, all payments must be paid in full before any merchandise leaves our warehouse. A credit application and references will be required. An agreement, supplied by the applying dealer, will also need to be signed by both parties. Please check with Pacific Collection for more details.

Sales Tax

Pacific Collection is located in the state of California. Sales tax will be added to all orders that are purchased in CA, unless a resale certificate is submitted.

Shipping

Once an order is processed, it is then shipped out via LTL (for large items) or FedEx/UPS (for smaller items). Prepaid freight charges will be added to your invoice. Dealers also have the option to use their own freight company, please make a notation on your Purchase order for this option. Prepaid LTL shipments are curbside delivery only, unless otherwise requested. Ship times vary upon final destination, however the average transit time is 2-4 business days for the West Coast and 5-7 business days for the East Coast. Please contact Pacific Collection directly for all orders outside of the continental United States.

Receiving Shipment

If there is visible damage to your shipment, you will be required to inspect the package. Please make sure to note all damages on the Proof of Delivery receipt. If there are major visible damages please refuse the entire shipment. If only a minor part is damaged please accept and report all issues to Pacific Collection immediately. All damages must be reported within 48 hours of the delivery date. Failure to comply with these rules will disqualify customers from free replacement of parts.

INITIALS _____

Returns

All returns require a Return Merchandise Authorization (RMA) from our Customer Service department. No returns will be accepted without an RMA issued by Pacific Collection. To provide a refund or replacement, we need to fully inspect the unit. All returns must be initiated within 30 days of the delivery date and it is the dealer/customer's responsibility to return all items in new condition, meaning undamaged original packaging with product manuals. Once the returned item is received and verified to be in "new" condition, a full refund will be issued, minus the original freight charges and a 15% restocking fee (if applicable). All returns must be received within 2 weeks of the RMA# issued date.

Cancellation

Dealers may request to cancel an order that has not been shipped. Pacific Collection will either confirm the cancellation or state that the order had already been shipped, and therefore it cannot be cancelled. Dealers hereby agree to be responsible for any delivery refusal of non-damaged products, as defined in section 'Returns'. A delivery refusal may also result in the damage or loss of the product on its way back, which would void any possibility of a refund.

Parts Requests

In order to fulfill parts requests, photos of the damaged/defective part or item may be required. Photos are necessary to determine resolution, and more importantly, to file damage claims with the shipping company. If photos cannot be submitted for any reason, the damaged/defective part must be shipped to our warehouse, at the customer's expense. The part will then be carefully inspected and then necessary action will be taken based on the inspection, including full reimbursement of all expenses if necessary. Any issues with missing parts must be reported to Pacific Collection within 48 hours. All parts orders carry a 90 day limited warranty.

Map Policy

All Pacific Collection products that are advertised on an ecommerce website, newspaper ad, television commercial or any other form of advertisement must adhere to our MAP (Minimum Advertised Price) policy. Any violators of the MAP policy will be suspended, and may lead to account closure.

Displaying Dealer Program

Pacific Collection offers a display program to our dealers where any Pacific Collection item can be purchased for display purposes in your showroom at an additional discount off the regular wholesale price. Please note that the additional discount will be given after pictures of the actual item(s) displayed in the showroom are submitted.

Branding

All authorized Pacific Collection dealers must advertise our products as "Pacific Collection". Our model names and descriptions must also be used. Selling our products without our Pacific Collection name is prohibited.

Warranty

All Pacific Collection products carry a 1 year manufacturer’s limited warranty. Any unauthorized or improper modifications to any Pacific Collection product will void the warranty.

The following restrictions apply:

- Warranty is only valid for the original purchaser of the warranted item.
- Warranted item must have been purchased from an authorized Pacific Collection dealer. It may be necessary to present a copy of the original purchase invoice for validation.
- Warranty does not protect against malfunction or other failure caused by abuse, neglect or misuse including, but not limited to, repair by persons not authorized by Pacific Collection, improper handling or maintenance, improper installation, modifications of any kind including painting or use for purposes other than intended or in locations subject to conditions not intended for the product(s).
- Normal wear and tear is not covered, including scratched or chipped counters.
- Pacific Collection recommends that installation be performed by a professional, though this is not required under the terms of the warranty. Any damage caused by improper installation or handling is the responsibility of the purchaser. Compliance with all state and local codes is required.
- This warranty specifically excludes claims for indirect, incidental, accidental or consequential damages.
- Warranty claims must be accompanied by a detailed description of the issue and sufficient photographic evidence that we may evaluate properly.
- Local building code compliance is the responsibility of the purchaser. Please check with local code regulations before purchasing.

No employee, agent, dealer or other person is authorized to give any warranties on behalf of Pacific Collection. The customer’s legal rights are limited to those stated specifically in this warranty statement. Warranty is not transferable.

Authorized Representative

Name: _____ Signature: _____

Title: _____ Date: _____