

# TERMS & CONDITIONS

**CONDITIONS OF SALE** All products become the buyer's property when delivered to the carrier. All goods are shipped at customer's risk. Brasstech, Inc. reserves the right to modify design, pricing and packaging or alter the weight of any item at our option.

**TERMS** 2% 10 days. Net 30 days.  
A service charge of 1.5% per month (annual percentage rate: 18%) will be charged on all invoices outstanding over 30 days.

**FREIGHT** All orders will be shipped prepaid except for C.O.D. customers. Shipments are F.O.B. Santa Ana, CA. Full freight is allowed on shipments of \$1,000.00 net order value within the continental U.S.A. Freight is not allowed on shipments of displays.

Unless we expressly authorize in our sole discretion otherwise, all products will be shipped to buyer's approved showroom location or to a location within buyer's local trade area.

**MINIMUM ORDER** Our minimum order is \$30.00 net per order. Charges will be added to orders of less than \$30.00 to bring the order to the minimum billing.

**LIABILITY** Our liability on any claims of non-conformance, workmanship or materials is limited to replacement by shipment of items from our plant, refund, or a combination thereof as we determine.

**CLAIMS** All claims for shortages, non-conformance merchandise, billing errors, etc., must be made within two weeks of receipt of the goods.

**RETURNS** Goods cannot be returned without prior authorization from our Return Goods Authorization Department. Returns other than for defects are subject to the following restocking charge:

25% Restocking Charge for all Group I and II finish products. Specially made products (SP, Specials) are not returnable. All return requests must be submitted within 180 days of original invoice date.

A copy of the original invoice and RGA number must accompany all returns. All returns must ship back freight prepaid.

*Please Note: All our Sales Representatives have current information on your purchases year to date which we supply them monthly. Ask them for a printout of your purchases by item, dollars or orders year to date.*



**DAMAGED OR LOST SHIPMENTS** Claims for damaged or lost shipments must be made against the carrier.

**PRICE LIST AVAILABLE ON CD OR WEBSITE** Just request our CD which will download all Brasstech, item numbers, list prices and UPC Code numbers. Ask for Part #6808 for Brasstech® CD WWW.BRASSTECH.COM

## FINISHES AVAILABLE

| Code No. | Description                        | Price Group |
|----------|------------------------------------|-------------|
| * 01     | Forever Brass® (P.V.D.)            | I           |
| ** 03N   | Polished Brass, uncoated           | I           |
| ** 03W   | Weathered Brass                    | II          |
| * 04     | Satin Brass (P.V.D.)               | II          |
| 06       | Antique Brass                      | I           |
| 07       | English Bronze                     | II          |
| 08       | Polished Copper                    | II          |
| 08A      | Antique Copper                     | II          |
| ** 08W   | Weathered Copper                   | II          |
| * 10     | Satin Bronze (P.V.D.) - <b>NEW</b> | II          |
| 10B      | Oil Rubbed Bronze                  | II          |
| 11       | Verde Green                        | II          |
| 14       | Gun Metal                          | II          |
| 15       | Polished Nickel                    | II          |
| 15A      | Antique Nickel (Pewter)            | II          |
| 15S      | Satin Nickel                       | II          |
| * 20     | Stainless Steel (P.V.D.)           | II          |
| 24       | Polished Gold                      | II          |
| 24S      | Satin Gold                         | II          |
| ** 25    | Polished Silver                    | II          |
| ** 25S   | Satin Silver                       | II          |
| 26       | Polished Chrome                    | I           |
| 26D      | Satin Chrome                       | II          |

\* P.V.D. not available on all parts.

\*\* Living or uncoated finishes are not warranted.

## POWDER-COATED EPOXY FINISHES

| Code No. | Description             | Price Group |
|----------|-------------------------|-------------|
| 50       | White                   | I           |
| 54       | Black                   | I           |
| 56       | Flat Black              | I           |
| 65       | Biscuit                 | I           |
| 66       | Simulated Wrought Iron  | I           |
| 67       | Hammered Antique Copper | I           |

**Split Finishes:** Some items may be ordered in split finishes. Price entire item at highest finish price.

# LIMITED WARRANTY

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Brasstech, Inc. (“Brasstech”) warrants to the original consumer residential purchaser (“Original Purchaser”) that if a Brasstech product (“Product”) is confirmed upon inspection to be defective in materials or workmanship during the warranty periods described below, Brasstech will, at its option, either repair or replace the Product with a similar current model of the Product. If repair or replacement is not commercially practical or cannot be made in a timely manner, then Brasstech will provide a refund for the Product.

## Warranty Periods and Coverage

### Product Finishes

- PVD, Powder Coat Epoxy, including Oil Rubbed Bronze (10B) and Polished Chrome (26) finishes on Products other than Drains are warranted as long as the Original Purchaser owns their home.
- Satin Gold (24S) is warranted for one (1) year from date of purchase by the Original Purchaser.
- Uncoated or “living” finishes, which have no warranty\*. These include 03N, 03W, 08W, 25 and 25S.
- All other finishes, including the rustic finishes, are warranted for ten (10) years from date of purchase by the Original Purchaser.

### Drain Finishes

- Powder Coat Epoxy, Polished Chrome (26), Satin Chrome (26D), Oil Rubbed Bronze (10B), Forever Brass PVD (01), Satin Brass PVD (04), Satin Bronze PVD (10) and Stainless Steel PVD (20) finishes on kitchen, bath or lavatory drains of all types (“Drains”) are warranted for one (1) year from date of purchase by the Original Purchaser.
- All other Drain finishes have no warranty.

### Functionality

- All Product parts except valves are warranted for 10 years from date of purchase by the Original Purchaser.
- Ceramic disc valves for the lavatory faucet, tub/shower and roman tub are warranted for as long as the Original Purchaser owns the home.
- All other valves (balance pressure, thermostatic, etc.) are warranted for one (1) year from date of purchase by the Original Purchaser

### Exclusions from Coverage

***This Warranty does not cover labor charges or associated costs for, or damages occurring during the removal, transportation, return or installation of Products or replacement Products.***

This Warranty does not cover damage or defects due to normal wear and tear, misuse, abuse, hard water, improper storage, improper handling, improper maintenance\*\*, improper installation\*\*\* or uses other than normal household usage\*\*\*\*.

***This warranty is non-transferable.***

### Limitations on Remedies

***In no event will Brasstech be liable for incidental or consequential damages (such as labor charges), whether***

***based on breach of express or implied warranty, breach of contract, negligence, strict liability or any other legal theory.***

Some states do not allow the exclusion or limitation of incidental or consequential damages, so, the above limitation or exclusion may not apply to you.

Any implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this written warranty. Some states do not allow limitations on how long an implied warranty may last, so the above limitation may not apply to you.

### Warranty Service

To obtain service under this Warranty, please contact your Product dealer. If you are unable to locate your dealer, please call 949-417-5207 or access the Brasstech, Inc. website at [www.brasstech.com](http://www.brasstech.com). Proof of purchase, such as the original receipt, is required for the dealer to issue credit to the consumer. The dealer must be an authorized dealer and the product must be purchased in the original manufacturer’s packaging (display items excluded).

### State Remedies

This Warranty gives you specific legal rights, and you may have other rights which vary from state to state.

\* **Uncoated and Living Finishes** Uncoated finishes such as Polished Brass Uncoated (03N) and living finishes such as Weathered Brass (03W), Weathered Copper (08W), Polished Silver (25) and Satin Silver (25S) do naturally weather and change color over time. Living and uncoated finishes are not warranted.

\*\* **Maintenance** Proper maintenance is required to preserve all finishes. Do not use any abrasive cleaners, alcohol, ammonia, detergents, or brass or silver polish on the Products. For complete care requirements and recommendations, please visit our website at [www.brasstech.com](http://www.brasstech.com).

\*\*\* **Proper Installation** Products must be installed in accordance with the manufacturer’s installation instructions supplied with the Products. For example, pipes must be flushed before faucet installations, because solder and other debris may damage ceramic discs. You may also call 949-417-5207 for copies of the installation instructions. Many of our installation instructions are also available on our website, [www.brasstech.com](http://www.brasstech.com).

\*\*\*\* **Commercial Purchasers** Brasstech extends the above limited warranty to purchasers of Products for industrial, commercial and business use upon the same terms and conditions and exclusions applicable to residential purchasers, except that the finish and functionality warranty periods are reduced to a period of one (1) year from the date of purchase. ***Additionally, with respect to commercial purchasers, all implied warranties, including the implied warranties of merchantability and fitness for a particular purpose are excluded and disclaimed.***