

Terms & Conditions

READ ALL INFORMATION CAREFULLY

PRICES: Prices are FOB Jacksonville, FL, except Direct Containers.

CONTAINER PROGRAM: Special pricing, discounts, and terms available. Details upon request.

ORDERS: All orders must be in writing via email, fax or mail. No verbal orders are accepted. Ebel, Inc. item #'s must be used and Customer is responsible for reviewing Acknowledgements to ensure accuracy. Customer must notify Ebel, Inc. within 2 business days of receipt of Acknowledgement with any discrepancies or changes. All changes or corrections must be submitted in writing via fax at 1-800-298-8885. Any additional cost resulting from not submitting corrections will be charged to the Customer, including but not limited to freight charges as well as a 20% restocking fee. All ship dates are approximate. Out of stock items will be placed on a separate Acknowledgement and will be shipped FOB collect upon availability unless original purchase order reflects "Ship Complete Only." Placing an order with Ebel Inc. is acceptance of these terms and conditions.

SHIPPING: All shipments will be sent collect via "Best Way" unless Customer designates a preferred carrier on original purchase order. Excluding Direct Containers, LTL freight shipments with delivery destinations west of the Rockies and in Canada will receive the following freight program:

\$0- \$999 5% freight allowance

\$1,000 - \$4,999 guaranteed freight charges of 11%

\$5,000 - \$9,999 guaranteed freight charges of 10%

\$10,000 and above guaranteed freight charges of 9%

Guaranteed freight does not apply to orders shipped UPS, FedEx, or third party. No drop shipments allowed. All merchandise – including cushions – must be checked in immediately following delivery. Any discrepancies must be faxed to Ebel, Inc. within 2 business days. Ebel, Inc. will not be responsible for damages or shortages after that time.

FREIGHT CLAIMS / DAMAGES: Ebel, Inc.'s merchandise is picked up by the freight carrier in new condition. The carrier takes on the responsibility for its safe delivery upon acceptance of the shipment. Any damage that has occurred during shipment, whether apparent or concealed, must be claimed by the Customer through the freight carrier. Damages or reason for refusal must be noted on the Delivery Receipt at time of delivery. Customer must inspect all packages for hidden damage at time of receipt. Ebel, Inc. is not responsible for damages not noted on delivery receipt. Contact the freight carrier immediately for instructions how to proceed. Ebel, Inc. is not responsible for any additional cost resulting from damages (including replacement freight, re-delivery charges, assembly etc.) Normal invoicing will apply for replacement items as the freight claim settlement will be reimbursed to Customer by freight carrier, not Ebel, Inc.

CREDIT: All purchase orders are subject to credit approval. An Ebel, Inc. Credit Application must be completed, signed and returned before any orders are processed. Purchase orders will not be processed and open orders will be held for past due accounts until the balance is paid in full. Purchase orders for CBD accounts will not be processed or released and cushions will not be produced until full payment is received. A copy of a faxed check is not sufficient for order release. Overdue invoice(s) will be billed a finance charge of 1.5% (APR 18%) of the average daily balance. Credit card payments are accepted. Returned check fees are \$50 and are payable immediately. Should Customer be turned over to collections, Customer is responsible for all fees associated with the collection, including but not limited to attorney's fees, collection fees and court costs. Any issues or disputes shall be governed by the laws of the State of Florida and maintained in a court of competent jurisdiction in Duval County.

RETURNS: A Return Authorization Number (RAN) from Ebel, Inc. is required on all returns. No return merchandise will be accepted and no credit granted without a RAN. To obtain a RAN, Customer must provide the following:

1. Ebel, Inc. Invoice #
2. Item #, quantity of each item to be returned & carton total
3. Reason for return

On all Return Merchandise, excluding warranty claims, Customer is responsible for paying a restocking fee of 20% as well as all freight charges. Cushions cannot be returned.

CUSHIONS: Cushions are custom-made per order. Once an Acknowledgement is faxed to the Customer, the cushion order cannot be cancelled. Cushions will be shipped with the frames FOB Jacksonville, FL unless "Drop Ship Cushions" is noted on original Purchase order. Customer will be responsible for drop-ship cushion charges. "Cushion Only" orders will be shipped via "Best Way". Patterns / stripes not guaranteed to be symmetrical / centered. Up-charges may apply to certain fabrics or special requests. Materials are resistant to, but not warranted against, mildew or fading (See Care & Maintenance). SWATCHBOOK: A \$50.00 Deposit is required for each Swatch Book. This deposit will be credited back to Customer once their order total exceeds \$2,500.00. Customer must request credit.

"COM": Customer's Own Material service is available. Customer is responsible for all freight charges. Remaining fabric will not be returned unless specified on original purchase order. COM yardage based on 28" repeat. Yardage may be more for larger repeats. Ebel, Inc. will not be responsible for delays or damages. COM spec sheet must be filled out, attached to fabric and shipped directly to Ebel, Inc. Ebel, Inc. is not responsible for any delays resulting from missing/incomplete COM spec sheets.

EBEL INC. LIMITED WARRANTY		
	Residential	Commercial
Weather Wicker Collections	15 / 5 *	1 Year
Aluminum Collections	15 / 5 *	1
Fire Pits	15 / 5 / 2*	1
Cushions	1	None

*Fifteen Year Limited Warranty on frames (Residential): This warranty covers structural failures of frames, such as broken tubes or welds within 15 years from original date of purchase.

*Five Year Limited Warranty (Residential): This warranty covers peeling, fading, or blistering of the finish within 5 years from the original purchase date.

*Two Year Limited Warranty (Residential): This warranty covers all Fire Pit burner components under normal use and proper maintenance.

The Limited Warranty covers factory defects in material and workmanship. For the period shown above from original date of purchase, Ebel, Inc. will repair or replace the item in the original color and collection or in a comparable color and collection if the original version has been discontinued. Please note: the Recliner mechanisms are only warranted for one (1) year. Replacements will be shipped directly to the dealer. Ebel, Inc. will be responsible for freight charges on approved Warranty Claims for a period of one (1) year. After that time, Customer will be responsible for any inbound and outbound freight to and from Ebel, Inc., including but not limited to freight charges for empty boxes. Warranty cushions must be returned for inspection.

WARRANTY EXCLUSIONS: Limited Warranty does not include: product failure resulting from improper care or unreasonable use, careless unwrapping of furniture, neglect or abuse, acts of nature, rust seepage or bleeding, rust and/or oxidation of frame resulting in exposed metals that have been scratched/chipped, surface rust from stainless steel components, fading of fabrics, mildew, damage by harsh or abrasive cleaners, lotions, glass breakage, owner's modification, improper/lack of maintenance and care, normal wear & tear, freight damage, or flattening/compression of cushions. Cushion warranty is void if cushion(s) taken apart.

HOW TO FILE A CLAIM: All Warranty Claims must be submitted in writing to Ebel, Inc., 8270 Arlington Expressway, Jacksonville, FL 32211, ATTN: Customer Service. The original Ebel, Inc. invoice must be submitted with all Warranty claims; pictures may be required. Replacements will be charged at Customer's price level and credited only when damaged items have been received and inspected by Ebel, Inc. Damaged cushions and umbrellas will be picked up, where upon claim validation, will be either repaired or replaced at the manufacturer's discretion. Ebel, Inc. reserves the right to refuse any Warranty Claims. No Return Merchandise will be accepted without a RAN.

INTERNET POLICY: Internet policy, including MAP policy, is available. If you do not have a copy, please request one from your sales representative or Ebel, Inc.

TRANSSHIPPING RESTRICTIONS: Ebel, Inc. sells only to authorized Dealers who sell to the ultimate consumer. Ebel, Inc. reserves the right to select its Dealers. No Ebel, Inc. Dealer shall sell or ship Ebel, Inc. products to a Dealer who is not authorized to sell Ebel, Inc. products.

CARE & MAINTENANCE

WEATHER WICKER & ALUMINUM: Use caution when opening boxes and removing bubble wrap. (Note: This type of damage is not covered by Limited Warranty.) Regular washing with non-abrasive, mild soap & water will remove dirt, body oils, chemicals and other substances. Rinse thoroughly; do not pressure wash, and allow to air dry.

CUSHIONS: Use caution when opening boxes and removing wrapping. (Note: This type of damage is not covered by Limited Warranty.) While resistant to fading and moisture damage, for best results, keep cushions away from extended exposure to moisture and direct sunlight. Should they get wet, always allow cushions to air-dry thoroughly before storage. Light stains/spots can be treated with mild, non-abrasive household cleaner. Consult a professional for heavy soiling. Mold and mildew will grow on dirt and spills. Spot cleaning as needed and regular maintenance will help prevent this from occurring.

STAINLESS STEEL: Use caution when opening boxes and removing wrapping. (Note: This type of damage is not covered by Limited Warranty.) Stainless steel furniture requires regular maintenance to preserve its finish. Although it is generally resistant to corrosion, the surface is susceptible to cosmetic deterioration caused by the effects of salt water, salt air, chlorine, air-borne chemicals, etc. These cosmetic deteriorations, including rusting, are **not covered under warranty**. If you live in an environment susceptible to these conditions, powder-coated aluminum bases are available upon request, and are recommended. We recommend that you use Ebel, Inc.'s Stainless Steel Cleaner and Polish, as well as steel wool, to maintain the finish of your stainless steel.

FIRE PITS: Use caution when opening boxes and removing wrapping. (Note: This type of damage is not covered by Limited Warranty.) Read the Fire Pit User Manual thoroughly before installation and use.

CHAISE LOUNGE BACKRESTS: Chaise lounge backrests must NEVER be adjusted while seated in the chaise. Safely readjust the backrest while standing beside the chaise. Serious bodily injury may result from adjusting the backrest while seated. Wicker/frame damage resulting from adjusting the backrest while seated is not covered by Limited Warranty.

LEVELING: Many Ebel, Inc. products have adjustable glides that can be used to level items. If a chair or table sits unevenly on the floor, first determine if the floor is flat. This can be done by switching it with another piece in a different area. If the wobble moves with the piece, inspect the furniture for a "longer" leg. Next, place a small block of wood on the floor under the "longer" leg. Lift the chair and firmly bring it down so that the "long" leg makes contact with the wood. This should adjust the "longer" leg. If there is a serious unevenness that cannot be corrected, please contact your local dealer.

STACKING: Never move or store furniture that is stacked higher than the recommended stack heights. Failure to abide by the stack limits may result in scratching, rubbing, wearing, and/or breakage of the frame and/or wicker. (Note: This type of damage is not covered by Limited Warranty.)

Ebel, Inc. reserves the right to make changes to furniture designs, specifications, and prices without prior notice.

All previously published TERMS & CONDITIONS are invalid.

