



Trade: General Terms & Conditions:

1) **Payments:** New Customers: credit card, long terms and credit approved: net 15 days; special exceptions negotiable.

1) **Pricing:** All prices are FOB our warehouse - customer pays for shipping.

2) **Warranty:** differs per product - Manufacturer's Defect Only.

Most products 1-year, greenhouses varies per line: EasyStart Greenhouse 3-years polycarbonate and 5-years frame (no warranty against glazing clips damaging the glazing panels); RIGA 15-years frame and 10-years polycarbonate pro-rated after 5-years, Victorian Greenhouses: 15-years frame. None of our greenhouses are guaranteed against heavy/strong winds and/or heavy snow loads, but quality and strength varies by line. The End-users is responsible to add his/her greenhouse to their insurance policy. Special reinforcements might be available with certain greenhouses.

3) **Returns:** We do not provide for or allow for "Buyer's Remorse" - we will take items back, but the retailer or the end-user must pay for the return freight (as well as the outgoing freight). We only give full credit for product received in re-sellable condition. It is assumed that no greenhouse arrives back in a re-sellable condition (based on practical experience) at a minimum most if not all packaging has to be replaced - and all to often some parts are damaged - as a result we have a minimum restocking charge of 20% for all our greenhouses - but if product is damaged - cost of damaged parts will be subtracted from the refund.

- Filing a damage claim with the freight company is the responsibility of the retailer.

4) **Damage Policy:** The end-user must take delivery of all our products/packages – even if a box is damaged. They are expected to note the damage on the Bill of Lading, and to notify us directly. **Small items:** UPS & FedEx shippable: customer calls us (our 800 number) and we will immediately send them a replacement part/s.

Greenhouses: Customer will be asked to take a digital pictures (if possible) and email them to us. Based on our assessment we will either immediately replace the damaged parts and/or suggest a simple fix (as damage to aluminum greenhouse parts is relatively easy to repair - with a pair of pliers) - we often give direct compensation to the customer for cosmetic damage (RIGA or Victorian Greenhouses: usually \$100) – but we replace parts with structural damage.



- Basically we will not give credit to a retailer for "damaged" items they take back, when/if this item has only 1 or 2 broken parts and when we would have been able to sent out a replacement part directly to the customer.

5) **Customer Phone Number:** We know there are some retailer which object to us talking to their customers – sorry we will not do business with those accounts. Orders received without a customer's phone number will not be processed. Due to the nature of our particular products, being able to communicate about a damaged part directly is essential with respect to being able to send the **correct** replacement part and in a **timely manner**. By experience we know that all to often we are given the wrong information about a damaged part from the retailer's own customer service people. And all to often, a retailer's customer service person does not want to go through the hassle of figuring out which part/s need replacing so they simply tell us to ship a whole new unit. The latter is extremely waste full, environmentally unfriendly, and financially unsound. FYI: we put a label with our own 800# on each box we ship out requesting that the customer call us directly if there is any damage.

6) **Order Processing and Notification:** Under normal circumstances all orders received before noon are shipped out the same day. Notification, including tracking #s, will either be put into a retailer's processing system (I.e. Commerce Hub or the like) and/or emailed directly to them via our accounting and UPS or FedEx systems. Others will receive confirmation the next morning.

- Orders need to be either: send to us electronically via a web based system, or emailed to: orders@Exaco.com, or faxed to: 512-407-8554.

7) **Greenhouses Permits:** We generally are not able to provide Engineered Drawings for any of our greenhouses (as standards are different in Europe). Although most of our greenhouses generally do not require some kind of permit, as long as they are not put on a concrete slab, we do not take responsibility for any permits possibly needed. Greenhouses are generally considered "non-permanent" structures and as such are not subject to permanent structure building codes. If a customer has to return a greenhouse due to a Building permit issue – they will be responsible for all the return costs (and restocking charges if necessary).