

# CUSTOMER INFORMATION, TERMS AND CONDITIONS

## **HOW TO ORDER:**

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All orders are to be placed with The Praxis Companies, LLC at its office located in Savannah, Tennessee. All orders must be placed in writing and must contain the following:

- A) Purchase Order Number
- B) Model number, hand (as noted in this information booklet) color, requested options, quantity, and price.
- C) Requested ship date
- D) Delivery address, contact person and telephone number if a job. A job order must contain a Quote Number.
- E) Reflect term of sale

Note: A CUSTOM/SPECIAL or Customer Tagged Order must be so indicated on the order. Each Custom and Commercial Product Order must contain a detailed description and be accompanied by a signed submittal drawing.

## **CANCELLATIONS/ORDER CHANGES:**

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Cancellation of, changes or additions to an order for a standard model must be made within 24 hours of the original order entry date and must be followed by a written confirmation. Cancellation or change will not be accepted after 24 hours. No cancellation will be accepted on an order already shipped or staged to ship. A non-standard color order or modified model order is final. No cancellation will be allowed.

## **RETURNED GOODS:**

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**COMMERCIAL PRODUCT, SPECIAL ORDER AND NON-STANDARD COLOR PRODUCTS CANNOT BE RETURNED FOR ANY REASON.** Standard stock items may be returned with prior approval and are subject to a 50% restocking fee plus cost of return freight. No product can be returned after eight weeks from ship date. Goods for return authorized in advance by The Praxis Companies, LLC must be returned within (30) days of authorization, shipping freight prepaid. The Praxis Companies, LLC will assign an RGA number to the unit which must be placed on the outside of the carton to be returned. **NO RETURNS WILL BE ACCEPTED WITHOUT THIS NUMBER.** Credit for goods returned under an RGA will be issued after all units are inspected at the factory and deemed to be in sellable condition. No credit will be issued on units deemed un-sellable.

## **PRICES:**

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Orders accepted are subject to prices in effect at the time of shipment. **Prices, sizes, options, and terms are subject to change without notice.** This published schedule provides suggested list prices and is subject to a trade discount as determined by Praxis Companies, LLC. **Orders are subject to be invoiced at the price in effect at the time the order is shipped.**

## **STANDARD TERMS:**

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Net 30 days. No goods will be delivered to customers not complying with our sales and payment terms and conditions.

## **DELIVERY:**

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Method of shipping will be determined by Praxis Companies, LLC. A customer specified common carrier will be accepted if freight collect. A standard LTL shipment will be F.O.B. shipping point. The freight charge for an order shipped via Standard LTL, Air, Ground Express, or Parcel Post will be added to the invoice. Be aware that a carrier may charge an additional fee for a drop shipment to a residence and for a prior notice delivery.

## **SHIPPING DATE AND DELAY:**

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The shipping date provided is based on production conditions existing at the time given and will be considered approximate. Praxis assumes no responsibility for any delivery delay due to transportation delays, strikes, fire, material shortages, or any other cause beyond our control. Praxis will not be liable for any consequential or incidental damages.

## **FULL-FREIGHT ALLOWED (FFA) ORDER:**

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A full-freight-allowed order is in most cases a full truck load order which consists of thirty-four (34) to thirty-eight (38) load points (see Price List for the load point factor for a particular model). In some cases, a half-truckload order of residential product will be full freight allowed. **Commercial Product is FFA (17-19 Load Points) for a half-truckload order.**

## CUSTOMER INFORMATION, TERMS AND CONDITIONS

If an order does not contain sufficient load points to be deemed FFA, the CSR or Rep will request additional points. NOTE: The order will not be scheduled for production until it is Pooled or Added-To so it becomes an FFA Order.

### **FREIGHT DAMAGE CLAIM:**

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Praxis Companies, LLC bath products are made and inspected by experienced production personnel. Manufacturers' responsibility ceases upon delivery of these goods and the acceptance of these goods by the customer. If shipping damage is detected on arrival of the goods, the customer must note the bill of lading to that effect.

### **DROP CHARGE:**

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A drop charge will be added to any order that is less than a full truck load, unless otherwise agreed to in writing by Praxis Companies, LLC.

### **SPECIAL OR CUSTOMER TAGGED ORDER:**

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An order must indicate if it is a **Special or Customer Tagged** unit on the Purchase Order. Every effort will be made to deliver a Special/Customer Tagged unit on the FFA order it is placed on or with the next FFA order after production of the unit. If the Special/Customer Tagged order is not FFA on its' own, or on an FFA order, the customer must indicate if the order is to ship LTL (in which case LTL freight cost and crating charges will be added) or on the next FFA load after production. In this case, the CSR will advise the customer of the ship date and help to determine which line item on the FFA order to eliminate so the Special/Customer Tagged order will fit.

### **STANDARD LEAD TIMES:**

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**Residential Product:** The standard lead time for residential product is ten (10) working days except in the case of an order for a premium color in which case the lead time is subject to material supplier lead times and will be provided to you by Customer Service.

**Commercial Product:** The standard lead times for smaller quantities of commercial product are fifteen (15) working days but is subject to accessory lead times. Full truck orders take longer. The CSR will obtain a production schedule for each order and confirm the schedule with the customer.

**CenturyStone™:** The standard lead time for CenturyStone™ product in standard colors is fifteen (15) working days. Non-stocked colors are subject to supplier lead times.

The term "standard" is used to indicate the lead time under normal conditions given plant production capacity. Production capacity of a particular model is determined by the number of molds available and by the mix of product on order. There are times when total orders for a particular model are extremely heavy which will alter the lead time for that particular model and perhaps therefore for an entire order.

**Important Note:** Every effort will be made to give sufficient notice to the customers' Rep in the event of a change in lead times. Sometimes this information is not available in advance.

Stocking orders for Residential product are given priority in scheduling, which means job orders containing residential product will be scheduled after stocking orders are scheduled.

## CUSTOMER INFORMATION, TERMS AND CONDITIONS

### **Production Scheduling & Ship Dates:**

A FFA (Full Truck Load) or LTL order will be scheduled for production within 24 hours from the time it is entered. An order for residential product is scheduled for production only when it is complete. Commercial product will only be scheduled when all accessory and parts availability are confirmed and may exceed the 24 hour period. A less than full truck order, while possibly still FFA, will not be scheduled for production until it has been pooled or filled. The Rep and CSR will work to obtain an acceptable pool. Customer Service will advise of the status of an un-pooled order. Every effort will be made to find an acceptable pool and meet the requested ship date. If, however, this is not possible the customer may choose to authorize the shipment with an added freight charge. The CSR can advise the charges.

**Important Note:** An order is not scheduled for production until it contains the correct number of points for a FFA order. If an advanced call has been made to inquire about the lead time, the current lead-time will be given as if the order is entered complete on the day of the call. Should the order not be placed on the day of the call, it is possible the lead-times will change. It is not possible to ascertain in advance if this will occur.

A concerted effort will be made to produce an order so it will ship on the date assigned to it. If a specific ship date has been requested, it will ship on that date if the requested date is within current production lead time (see Lead Time for a description), or unless there exists some other limiting factor. In the event a ship date is changed an updated order acknowledgement will be sent.

The ship date is based on the manufacturing conditions at the time an order is placed and is subject to change. There are conditions which force the change of a ship date including the interruption of production because of power outage, fire (or other disasters), strikes, and interruptions/delays in the receipt of raw materials.

There may be other production conditions arise which can effect the production of orders. Additionally, there are conditions which can effect delivery once the order is produced, including truck breakdown, driver illness, or other driver/truck related issues. Praxis cannot be responsible for delays caused by a production or trucking conditions beyond our control.

**24 Hour Notice:** A 24-hour advance notice of the delivery of a purchase order will be given. The call will be made by the CSR to the customer or job site.

**Back Orders:** On the rare occasion when a unit is back orderd, the unit which did not load will be cancelled, unless it is for a specific job or a special order in which case it will be kept open as a back order.

## CUSTOMER INFORMATION, WARRANTY

### WARRANTY:

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Praxis Companies, LLC warrants to the original purchaser only that its product is free from defects in material or workmanship. Praxis Companies, LLC offers a three (3) year limited warranty on all gelcoat fiberglass models; a five (5) year limited warranty on all acrylic models; and a ten (10) year limited warranty on all CenturyStone™ models, from the date of purchase. Whirlpool systems and all accessories and hardware carry a one year limited warranty.

If the product shall prove to have material defects, manufacturing defects or other labor defects, during the warranty period, it shall be repaired or replaced at the discretion of the warranty department of Praxis Companies, LLC.

### LIMIT OF LIABILITY:

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The Praxis Companies, LLC's sole and exclusive liability hereunder shall be to repair or replace goods or parts there of found to be defective within the warranty period. In no event shall The Praxis Companies, LLC be liable to purchaser for incidental or consequential damages whether in contract, tort, or otherwise, including but not limited to damage related to loss of profits or revenue, loss of use of goods or any associated equipment, cost of substitute goods, downtime costs, or other damages to purchaser or its customers.

### WARRANTY CLAIM:

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To file a warranty claim you must fill out a Praxis Product warranty claim request and submit it to Praxis Companies, LLC for approval. Upon approval a work order will be issued for that warranty claim and the unit will be repaired or replaced with a product of equal value at the manufacturers' option.

### WARRANTY EXCEPTIONS:

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1. This warranty shall not apply to incorrect operating procedures, breakage or damage caused by neglect, improper maintenance, abuse, misuse, or alteration or modification to the unit by the buyer or anyone representing the buyer. It will not cover chemical corrosion, natural corrosion, fire or any act by the force of nature.

2. The buyer of this product is fully responsible for the proper installation of this unit. The Praxis Companies, LLC will not be held responsible for any damages resulting from improper installation.

3. This warranty does not apply to products or equipment not installed or operated in accordance with the instructions supplied by Praxis Companies, LLC and in accordance with all applicable rules, regulations and legislation pertaining to such installation.

4. The Praxis Companies, LLC is not liable for personal injuries to or the death of any person or for any direct, special, incidental or consequential damages, loss of time, loss of profits, inconvenience, incidental expenses, labor or material charges, or any other costs resulting from the use of the product or equipment or pertaining to the application of the present warranty, or resulting from the removal or replacement of any product or element or part covered by this warranty.

5. All warranty work will be implemented at the discretion of the Praxis Companies, LLC Warranty Department upon the summation and evaluation of the circumstance involving the product in question.

**6. There are no other expressed warranties.** Implied warranties, including those of merchantability and fitness for purpose are limited to the warranty period. Any and all implied warranties are excluded and/or limited to the extent permitted under the laws of the state where the product is installed.

7. Praxis Companies, LLC shall not be responsible for reasonable variations in CenturyStone™ granite color, as each is a custom production. Also, there may be slight differences in the color of material delivered in relation to the sample shown or provided to the purchaser. The purchaser cannot use such differences to obtain a price discount or to justify the cancellation of the order.

8. Praxis Companies, LLC is not liable for any costs, damages, or claims incurred for products purchased that will not fit through openings, or existing structures. Praxis is not liable for any costs, damages or claims resulting from defects that could have been discovered, repaired or avoided by inspection and testing prior to installation.

9. All whirlpools are water tested in the factory to ensure proper installation of all fittings and piping. Before "closing in" a whirlpool installation, water test the unit to ensure fittings and connections have not been violated during transportation or installation. Additionally a 2' x 2' access area must be allowed at the pump end of whirlpools for future access needs.

### WARRANTY LIMITATIONS:

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The owner/end-user of the product covered by the present warranty is entirely responsible for its proper installation and electrical wiring. Praxis Companies, LLC neither installs nor supervises the installation nor contracts therefore and consequently cannot be held responsible for any default, breakage or damages caused hereby or resulting thereof, directly or indirectly. The owner/end-user must provide an access to components of the product as described in the installation guide in order for Praxis Companies, LLC to provide for warranty specified herein. If such an access is not available, all expenses to provide one will be the responsibility of the owner end-user.