



# Warranty, Terms & Policy

## **FREIGHT**

Prices listed do not include freight. All items are F.O.B. from manufacturing facility. Most shipments are sent via UPS Ground. Others use a common freight carrier of our choosing unless otherwise specified by customer. Please contact us for alternative methods of shipment.

## **SHIPPING CHARGES**

All items ship from our facility either UPS Ground or FOB Muskegon by a carrier of our choosing. Third Party billing for freight charges is available, but customers must complete a special form to qualify for this program. Please call for more information regarding Third Party shipments. It is the customer's responsibility to pay for all shipping charges associated with an order unless otherwise noted on the purchase order. We can provide a shipping estimate at the time of order if required.

## **Sales/Use Taxes**

Prices are subject to taxes assessed by the state, city or other taxing authority at place of delivery. We must have a sales tax exemption certificate on file for all distributors.

## **PAYMENT TERMS**

Net 30 days upon establishment of credit. When no credit has been established, 50% deposit is required with order before production begins. Balance of order shipped C.O.D. Visa and MasterCard payments are accepted. Contact your sales representative for details. Additional charges may apply for Credit Card payments.

## **ORDER INFORMATION AND ACKNOWLEDGMENT**

Our Order Acknowledgment form will govern the transaction. Customer's acceptance will be considered final and binding, unless notification is given within 3 working days of acknowledgment date. Orders with missing or incorrect information will be scheduled for production upon receipt of correct and complete information or approved drawings. Orders held unentered or unapproved for more than 45 days will be considered and subject to a 15% cancellation charge of the quoted product price for production drawings.

## **Order Changes and Cancellations**

In general, orders are scheduled for a 4 week lead-time. For orders with special pattern work, finishing or mounting may require additional production time. Rush orders may be accommodated, depending on order size and finishing specifications. If air shipment or overnight service is required, customer will be responsible for freight charges, provided the order has shipped within the agreed upon date. Please contact us for more information and your delivery date requirements.

## **DELIVERY**

Standard delivery time is 4 weeks from date of approval unless otherwise agreed upon at time of sale. All standard line items in our catalogue qualify for this program. This excludes orders with special modeling, pattern work, special artwork or custom mounting.

## **TRANSIT CLAIMS**

Upon receipt of shipment, the customer must inspect for damage or shortage. Claims for damage, concealed or otherwise, must be reported to the carrier and your customer service representative within 5 days of receipt of merchandise. If damaged goods are received, it is important to retain the product, package cartons, and all packaging material in the exact condition as it was delivered until an inspector arrives and completes a damage report. Please call us for more information on contacting the freight carrier and arranging an inspection.

*"If there is a problem with your order we will make it right"*



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## **MATERIAL ACCEPTANCE**

All claims for defects, errors, or shortages must be reported to us within 7 days after delivery has been made. Failure to do so shall constitute acceptance and a waiver of any defects, errors or shortages.

## **RETURNED GOODS**

Return of material is not allowed without prior verbal or written authorization by a customer service representative. We will provide a Return of Goods Authorization slip and arrange pickup with our carrier. Returned items subject to a 25% restocking fee. If the return is due to a mistake on our part, we will cover all shipping charges associated with the order to return the product.

## **WARRANTY**

We warranty all our products to be free from defects in craftsmanship and materials for life. The warranty on coatings is 1 year. Our warranty is extended only to purchasers acquiring the product directly from us or one of our authorized dealers. Our obligation is limited to repair or replacement, at our option. No other warranty expressed or implied is granted. We are not liable for any incidental or consequential damages associated with use, removal or reinstallation. Buyer is responsible for all costs associated damaged goods to to misuse or improper installation. We shall not be responsible for any costs or damages caused during installation. We will not pay for the removal and installation of plaques returned for warranty.

## **PRODUCT USE**

We warrant our products for uses as designed and represented in our catalogue. Any alternative uses of our finished products will not be warranted if we are not informed of the specific use “prior to production”.

## **ARTWORK CHARGES**

Customer supplied artwork must be process ready without requiring manual or digital touch-up. A price for artwork adjustment or cleanup will be quoted as an additional charge. Artwork will not be returned unless arranged at the time of order.

## **DESIGNS & COLORS**

We reserve the right to ship our most current designs. Due to minor variances in the manufacturers production run, colors may have subtle differences. We offer no warranty protection against these minor variances. When choosing a painted finish all background and raised surface finishes are identified on the drawing. Due to variances in monitor colors and resolutions, colors on approval drawings may be different from the finished part. For more information on our color and finish options visit our website.

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## **TRADEMARKS & PROMOTION**

All designs submitted are deemed to be in full compliance with all existing laws of trademark, copyright, patent registration, and privacy regulations at time of order submission. The customer, in submitting these designs to us, takes full responsibility for all of these issues and agrees to hold Port City and our dealers harmless to any claims of damages, costs, or expenses resulting from any legal actions as a result of us using any said materials in the fulfillment of the customer's order. We reserve the right to use all products produced by our company in our advertising and displays unless specified in writing to the contrary at time of receiving the customer's order. All products shown in our advertising and catalogues are for display purposes only and for the exclusive use of the original customer or those authorized by owner of such designs.

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