

Terms and Conditions, 2009 Parts & Services

Thank you for selecting Hobbs Architectural Fountains as your water feature specialist. Per your request, following is a detailed synopsis of transaction terms for your replacement parts & scheduled services. Your pricing will be valid for a period of 30 days.

PARTS PAYMENT

All orders must be prepaid by credit card through our customer service or online shopping store. Orders totaling over \$500 before shipping fees are qualified for a 50% deposit to process the order; the remaining 50% payment is due upon receipt which is 30 days after shipment date.

SERVICE PAYMENT

Customer is responsible for paying travel expenses of maintenance visits. Please note: travel hours are rated at \$50, and regular labor hours are rated at \$110.00. Service contract holders receive a discounted labor rate of \$80 per each scheduled visit within the contract period.

A Credit Card Authorization form and a Job Site Authorization Form must be completed by customer and returned to the Hobbs Customer Service Representative before the maintenance visit can be processed; the credit card will not be charged unless noted as payment method by customer. All labor and replacement part fees are due upon receipt which is no later than 30 days after the invoice date. A Field Report Form must be signed by the customer and returned to Customer Service by the Service Technician in order to bill all services rendered.

All customers are subject to credit approval & W-9 transmittal. Customers may be denied service or lose status due to slow payment or non-payment on previous orders. Outstanding balances over 30 days must be paid in full before additional sales will be completed.

Please Note:

- Freight and Crating are extra
- Each order will have a 20% handling fee unless arranged otherwise with customer service
- Payments are to be made prior to shipping unless the account qualifies for other invoicing arrangements
- There is a \$35 minimum online purchase
- Applicable state and/ or local taxes may apply in the state of Georgia

SHIPPING & PROCUREMENT

Hobbs is able to ship online purchases with the following carriers:

- UPS RED, next day
- UPS BLUE, 2 day
- UPS Ground

Because Hobbs is committed to supporting the local industry, the supplier will extend their quality products to local businesses via extending custom shipping options.

- Personal Pick up
- Blanket Orders – place an order in advance and ship on requested later date
- Customer Service Arrangement

Hobbs Fountains has built and maintained a large industry network, and wants to extend this benefit to their customers. If Hobbs does not list a product that an account holder is interested in, customer service will be able to source the product and those alike and incorporate those on a Hobbs Invoice.

CUSTOM ORDERS

Custom orders require customer approval on drawings and/or specifications and will require a 50% deposit prior to manufacture. The balance will be due upon shipment, and a custom lead time will be giving for each custom part order. Custom orders are non-returnable.

WARRANTY

Hobbs Architectural Fountains (HAF) warrants the equipment sold pursuant hereto when properly installed and operated as specified by HAF to be free from defect in workmanship and material under normal use and proper operating conditions for the purpose for which it is manufactured and sold as disclosed to HAF and no other warranty or guarantee, except to title, is made or shall be implied.

HAF's liability under such warranty shall be limited to repairing or replacing, FOB point or repair or replacement, any part or parts furnished by HAF which should prove defective, with the exception of electric lamps, if such part or parts are returned to such point of repair or replacement as HAF may direct, with shipping charges prepaid, within a period of one year from date of shipment.

Lamps, lenses, gaskets, seals, filter elements, and baskets are excluded from warranty as these are considered regular maintenance items.

HAF's liability under such warranty for component parts, which HAF has purchased from others, shall not be greater than the warranty liability assumed by the supplier or manufacturer of such component parts.

In no event shall HAF be liable under such warranty for any labor, downtime, and increase expense of operation of HAF supplied or other equipment, loss of anticipated profits or incidental or consequential damages of any kind.

Buyer shall assume all responsibility for and risk of any loss or damage to all equipment sold pursuant hereto from and after delivery to the carrier. Misuse of equipment causing the flooding of the pumping station shall not be considered for warranty.

Returned equipment must be received prior to release of replacement part or no later than 30 days from issuance of conditional invoice in order to be considered for full warranty (credit). If damage is the result of defect(s) in material(s) and/or workmanship, the conditional invoice will be voided.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE WARRANTY HEREIN SET FORTH.

Regardless of any language to the contrary herein contained HAF shall not be liable for any consequential damages, nor, shall any indemnity, warranty, or hold harmless operate to make HAF liable for any act or failure to act of Buyer, Buyer's officers, employees, agents or independent contractors.

RETURN POLICY

Please contact Customer Service before returning any item at 770.457.3000 x 231. All items purchased from Hobbs except for custom orders are returnable up to 30 days of the item shipment. After the 30 days, Hobbs can not accept any returned items. For all returns within 30 days of the item shipment, Customer Service will provide instructions on the return of an item. The following conditions apply to all returns:

- All in-stock items are subject to a 20% restocking fee if returned.
- Non-stock items are subject to a 50% restocking fee if returned.
- Custom orders are non-returnable.
- All cancelled orders will be treated as a returned item.

RETURN AUTHORIZATION

Hobbs Architectural Fountains (HAF) will replace any defective item within one year of date of shipment or based on manufacturer's warranty of components parts, as outlined in warranty above. A written request is to be sent to Customer Service either by fax to 770-457-4225 or via email to j.cole@hobbsfountains.com. If the issue is discussed over the phone with a customer service representative, a Customer Inquiry Report will be completed by the representative, and will document all information extended by the customer.

Buyer must receive a Return Authorization (RA) number from HAF Customer Service to activate warranty status on defective items. Goods received by HAF without an RA number will not be accepted.

SHIPPING TERMS: Once the RA has been issued, the item may be shipped to HAF for replacement. Buyer will bear the cost of shipping the defective item to HAF. HAF will bear the cost of shipping the replacement item to the buyer via UPS Ground. HAF is not responsible for lost packages sent to us for warranty claims under an RA. Please insure the package and obtain a tracking number to safeguard the item. Two methods of replacement are available.

With *Standard Shipment* of replacement items, the buyer will send the defective item to HAF. Once the item is received, it will be examined. If repair is possible, the item will be repaired. Otherwise, the item will be replaced. If it is determined that the item is not covered under warranty due to exclusions listed above, the customer will be informed and given an opportunity to purchase a replacement. Details of warranty denial are available in writing upon request. When a repaired or replaced item is shipped, it will be sent via UPS Ground to the buyer.

When using *Conditional Invoice* for replacement items, HAF will send a replacement item to the buyer first, and the buyer will return the defective unit within 30 days of receipt of replacement unit. This type of shipment will require a temporary hold a credit card for the value of the unit. Once HAF receives the defective unit and it is determined to be covered under warranty, the charges will be removed. If the defective unit is not received or is determined to be damaged due to exclusions listed above and warranty is denied, the charge will remain and all freight charges will be due to HAF. Details of warranty denial are available in writing upon request.

If expedited shipping (2 Day or Next Day Air) is requested, it must be done in writing. The buyer will bear the cost for this type of shipping.



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Canadian and international customers are responsible for custom charges including, but not limited to, brokerage, taxes, duties, and other fees.

Replacements are processed up on product availability. Some parts are custom and will require a delay to manufacture before shipment. At times, the manufacturer of components purchased from others by HAF will not have stock of the available item. HAF will work with the manufacturer to obtain a replacement as quickly as possible, but replacement may also be subject to delay.

CREDIT CARD PAYMENT AUTHORIZATION FORM

Charge my (check one): VISA MasterCard American Express

Account Number: _____

Code _____

Exp. Date: _____ (Must have on record before order can be processed)

Please bill my credit card the full invoiced amount of _____

Please only bill my credit card for the deposit in the amount of _____

Signature of Cardholder: _____

Name on Account: _____

Cardholder Billing Address:

Company

Street or PO Box

City State Zip

Shipping address:

Same as billing address

Company

Street or PO Box

City State Zip