

FUTRUS® TERMS AND CONDITIONS

Terms & Conditions

This Futrus Policy applies to sales of Futrus Product Lines ("Products") made by Futrus, LLC. ("Futrus", "We", "Us" or "Our") directly or through the Futrus website and replaces any other documents or discussions Futrus previously had with you, the purchaser ("You" or "Your"). All prices, terms, discounts and product offerings are subject to change without notice.

Order Confirmation

Your order is not binding on Futrus until You have received Our order confirmation, which will be transmitted to You through electronic mail. You should print and review Your order confirmation and retain a copy for Your records. Futrus reserves the right, without notice to You, to limit Your order quantity and/or refuse service to any customer. Futrus reserves the right to cancel any order and to correct any errors, inaccuracies or omissions.

Pricing

The prices charged by Futrus shall be those prices in effect on the date of Our receipt of a complete order from You. These prices include the cost of shipping the Products to your designated "Ship To" address. However, Our prices do not include taxes; these are additional. You will be charged these additional amounts at the time Your order is shipped.

Taxes

All sales, use, excise and other taxes applicable to the sale of the Products are Your sole responsibility and will be charged at the time the Products are shipped. Futrus will provide you with an estimate of these taxes at the time You submit your order; however, this estimate may be revised by Futrus when Your order is shipped and You are ultimately responsible for verifying Our calculation for the state in which You reside.

Terms of Payment

You are required to provide a check deposit to Futrus when Your order is submitted. If submitting Your deposit by credit card, You authorize Futrus to charge Your credit card for the entire purchase price, plus taxes and any applicable restocking charges or return delivery/freight charges. Futrus reserves the right to accept or reject the credit card number You provide when You enter Your order. By submitting an order and a credit card number, you represent to Futrus that You are the card holder, that the card is valid and that You are authorized to make the charges. Credit cards issued by banks located outside the United States of America or the United Kingdom will not be accepted.

Changes and Cancellation

You may cancel or change Your order without penalty or obligation until the end of the next business day following the day You submit Your order. After that, any cancellation or change to Your order may be subject to an applicable restocking charge as determined by Futrus.

Shipment Date/Product Arrival

Your estimated shipment time frame will be provided to You by Futrus in your order confirmation. Once Your Product leaves our factory, it generally will arrive at Your designated "Ship To" address within 3 to 7 business days. Futrus will notify You when Your shipment leaves our factory via electronic mail.

Delivery

Orders may only be shipped to destinations within the United States and the U.K., excluding Hawaii and Alaska. All special methods of delivery, including special shipping methods, handling or set-up, shall be subject to additional charges. Conditions beyond the control of Futrus, including weather, available facilities and traffic conditions, may affect exact time of delivery. Futrus shall not be responsible for specific carrier delivery date or time.

Storage

Futrus does not have storage space for completed orders. If a customer is unable to accepted delivery of merchandise when ready for shipment, Futrus may transfer the product(s) to storage. All costs associated with storage, including transportation, will be charged to the customer. Futrus will consider such shipments as "deliverry to the custom" and all other Terms and Conditions should apply. Customers will bear all risks of damage or loss during storage of product(s).

Damage In Transit

You are responsible for inspecting all Products for visible damage when You receive Your order. Damage to the packaging alone does not constitute damage to the Product and will not be considered valid for claim purposes. You must report any damage to Customer Service at 1-877-388-7871 within 5 days of Your receipt of the Products. Futrus will repair or replace the Product damaged in shipment only if You have notified Futrus of the damage within 5 days of receiving the Product. You must retain all Product and packaging for inspection if you make a claim for damage in transit. After Customer Service has verified your claim, we will send you a box and freight label so that you can return the Product to Futrus at no charge to You. Once the Product is received by Futrus, we will either repair or replace the Product and send it back to You at no additional charge.

Returns

We deliver high-quality custom products - products that look just like the artwork and or samples that you have approved. If the custom products you receive do not meet your expectations contact us within 15 days of receiving your order. If it is determined that there were errors in manufacturing or the product differs materially from what was approved, than we will replace any flawed or defective merchandise, less applicable return freight/delivery charges and restocking charges.

Warranty

Futrus warrants to You only that the Products Futrus manufactures and sells to You are free of defects in workmanship and materials. Should any failure to conform with this limited warranty appear to a Product listed below during the applicable warranty period from the date of shipment, Futrus shall, upon prompt written notice, repair or replace, at its option and cost, the affected part or parts.

Product and Period of Warranty

With proper care, your Futrus products built with Corian® can stay looking like new. Your Futrus products built with Corian® solid surface carry a 5-Year, Limited Warranty, unless otherwise noted, from date of substantial completion when installed by a Futrus authorized installer. Futrus products are built with Corian® which carries a 10 year (product only) commercial warranty for North America. Futrus does not warrant failure resulting from physical damage, improper use, customer negligence, normal wear and tear, unauthorized repairs, or exposure to unusual conditions.

The express warranties contained in this selling policy are the only warranties that Futrus makes and take the place of all the warranties of merchantability and fitness for particular purpose and all other warranties arising from course of dealing or usage or trade. The remedies provided in this Futrus Policy are Your only remedies for any failure by Futrus to comply with its promises regarding the workmanship of its Products. Futrus' correction of any defect in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of Futrus, with respect to or arising out of the Product sold to You.

Delay/Force Majeure

Futrus shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources or failure of suppliers to meet their contractual obligations, or due to any cause beyond Futrus's reasonable control. If one of these events occurs, Futrus may extend delivery dates by a period of time necessary to overcome the effect of the delay, allocate available Product or cancel any order.

Limitations of Liability

Futrus, its contractors, authorized dealers, installers and subcontractors or suppliers of any tier shall not be liable to you for any special, indirect incidental or consequential damages [damages that arise from any act, but do not directly relate to the act] arising from a breach of this agreement. Your remedies set forth in this selling policy are exclusive and the liability of Futrus with respect to the breach of this policy or any contract entered into between You and Futrus shall not exceed the price of the product or part on which this liability is based. If the laws of jurisdiction do not permit limitations or exclusions or implied warranties, incidental damages and consequential damages, these limitations may not apply. In these jurisdictions, the above limitations shall be enforced to the greatest extent permitted by applicable law.

Governing Law

The law of the Commonwealth of Ohio governs this Selling Policy and all sales by Futrus. Futrus makes no representation that the information on Futrus.com is appropriate or available for use in other locations, and access to this Site from territories where the content of the Site may be illegal is prohibited.

Terms & Conditions of Sales

Sales by Futrus of Futrus Products through Futrus within the United States and United Kingdom are made only on the terms which are contained in this Selling Policy. Futrus objects to any different or additional terms and conditions that You may propose. This sale is expressly conditional upon Your agreement to these terms and conditions. These terms and conditions may be changed only by a written document signed by both parties. The parties intend that these terms and conditions, together with the order confirmation and final invoice sent to You via electronic mail, constitute the final, complete, and exclusive agreement between Futrus and You.