



## Terms and Conditions of Sale

These terms and conditions relate to and in their description govern the purchases of any goods or services from "EKO" as of January 1st, 2013.

### ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS

By payment of a deposit you agree to purchase and agree to these terms, conditions and disclaimers as amended from time to time ("Terms and Conditions") and acknowledge that you have read and understood these Terms and Conditions. By purchasing any goods, you expressly agree to be bound by these Terms and Conditions. EKO reserves the right to amend the Terms and Conditions at any time. Any amendment will be effective immediately. Your continued purchase after any amendment constitutes an agreement by you to comply with and be bound by the amended Terms and Conditions.

## QUOTATIONS AND PRICING

### PRICING

Prices of all EKO goods, delivery and other charges are in US dollars (USD) and are current at the time of issue. Prices of EKO Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for typographic or clerical errors. All prices exclude sales, use, occupation, license, excise and other taxes in respect to manufacture or delivery. Unless a proper exemption certificate is furnished to EKO, all such taxes shall be paid by the Buyer to Company at the time of payment.

An estimated manufacturing Lead Time based on current workload will be given at time of order and is NOT a guarantee that said order will be made in that time frame.

## ORDERING

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Any order and deposit placed by you is an offer by you to purchase a particular good for the price (including the delivery and other charges specified) at the time you place your order. EKO reserves the right to accept or reject your offer for any reason, including without limitation, the unavailability of any goods, an error in the price or of the goods description. Your contract with EKO only comes into existence when EKO advises that it has accepted your order and receipt of your payment has been confirmed. Once you place your order and a payment is made, you agree that you are not entitled to withdraw or modify your commitment made for the purchase of any goods for any reason, including without limitation, due to any delay in delivery, and EKO reserves the right at its discretion to refund or not any or part there of any monies received.

Field dimensions must be submitted in writing and are the full responsibility of the Buyer. Approved submittal must be provided to EKO in writing for both modified/custom orders and all commercial project purchase orders before it will be considered accepted. Changes in specifications or cancellations must be submitted in writing to EKO for review, the Buyer will be subject to charges incurred due to the extent of the change or cancellation. Non-stock and custom fabrications are not subject to cancellation.

### TITLE AND RISK/CLAIMS

EKO will retain title to the goods you order until you have made payment in full for those goods, but all risk in the goods will pass to buyer upon dispatch/shipment from EKO or any of its agents.

- Upon receipt you have 48 hours to refer any defects or damage to EKO, in writing. This may be either sent by fax to (559)456-8915 or by email to gil@eko-us.com. Any claims made after that time will not be considered.
- In any event, EKO will not be liable for any claim whatsoever arising from or in relation to the goods once they have been fixed into place.
- No guarantee is given against staining, etching, hairline cracks or scratching and no claim will be recognized after the products are fixed in location.
- All products are handmade by expert craftsmen from carefully selected materials. Markings and irregularities may be apparent and are integral to the natural material used by EKO. As such they are natural characteristics and should not be considered imperfections and will not constitute grounds or terms for replacement, refund or repair.
- The use of cleaning products, agents or materials, containing acidic components or which may damage the surface, is NOT recommended and will void all warranty.

### Expedited Manufacturing Fee

In the event that an order is in need to be manufactured in a time frame less than the quoted manufacturing lead time at time of order, a "25% Expedited Manufacturing Fee" will apply.

#### Design Trade

Contact EKO For Non-Residential Project Pricing

By Phone: (800)906-5838  
By email: commercial@eko-us.com

Your information will be forwarded to an EKO manufacturers factory sales representative in your area.

Note: In order to protect its brand and dealer network, the EKO Residential Product Line can only be purchased from authorized dealers.

## 2 YEAR LIMITED WARRANTY

### TWO-YEAR LIMITED WARRANTY

EKO products for residential use are warranted to be free of defects in material and workmanship for TWO (2) years from date of shipment. EKO, (or their nominated agency), reserves the right to assess, repair, replace or make appropriate adjustments as they see fit, where the EKO inspection discloses any such defects occurring in normal usage, within TWO (2) years after purchase. EKO is not responsible for removal or installation costs, or incidental charges. This warranty excludes any defect or injury caused by or resulting from misuse, abuse or neglect, accidental damage, improper installation or other alterations or modifications. EKO Magnesium Ceramic products are intended for indoor use. The manufacturer's warranty is limited to repair or replacement (with a product of equal value), provided the claim is made to an authorized dealer or directly to EKO within the warranty period. Labor costs and any other expenses, related or incidental or howsoever incurred or entailed, by replacement of an EKO product are not covered by the warranty. This limited warranty does not apply to cases in which a product was incorrectly installed, nor to damage due to negligence, misuse (inappropriate cleaner materials), thermal shocks, cigarettes, flames, natural catastrophes or other accidents, howsoever defined. This warranty does not cover the natural characteristics of Eko hand crafted products, which include, but are not limited to: color variations, water lines, hairline fractures, voids, natural pigment movements, stains, surface etching, surface marks or erosion. On "OTHER THAN RESIDENTIAL" applications, this "Limited Warranty" will be limited to (1) year from date of shipment, of any EKO product.

Damage sustained in the course of shipping is beyond the control of EKO and will be covered by the shipping company's warranty. Customer shall have the responsibility to open and inspect all boxes and crates immediately upon receipt to assure that products are free from damage. If damage is found, record an exact, detailed description of the damage of the on both the freight carriers and your copies of the delivery receipt. Take pictures if possible. In the event of damage, it is the customer's responsibility to file any and all claims against the freight carrier. Any damage discovered must be reported to Eko and the shipping company immediately.

\*Concealed damage must be reported to the freight carrier within (5) days of delivery.

## CARE AND MAINTENANCE

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Most stone care surface cleaners are fine to use on EKO Magnesium Ceramic products. You can also use warm water and soap. Harsh, abrasive or acidic cleaning agents should never be used and may void the warranty. EKO magnesium ceramic products are sealed with our EkoLi+ hybrid sealer. EkoLi+ is a hybrid surface and subsurface treatment that needs some time to gain stain and water resistance. For the first 7 days after treatment date, surface must be kept dry. Between 7 to 14 days after treatment date, dry any surface water immediately. Prolonged exposure to products that are acidic or have high staining properties must be avoided. Some liquid hand soap and cleaning products contain acidic ingredients that, over time, can harm your surface and may void your warranty. Eko Living Elements LLC recommends a paste or spray wax to be applied every month to help protect your EkoLi+ surface treatment.

## DELIVERY AND STORAGE

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We can assist you with the arrangement of delivery of your goods to the agreed destination once payment has been made in full. Any shipment or delivery dates quoted by the Company are estimated. The Company shall be obligated to use reasonable efforts to meet such dates. The Company will in no event be liable for any delays in delivery or failure to give notice of delay, or for any other failure to perform hereunder due to causes beyond the reasonable control of the Company. Such causes shall include, but not be limited to acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Company will be entitled to refuse to make, or to delay any shipments of the Products if Buyer shall fail to pay when due any payment owed by it to the Company, whether under this or any other contract between the Company and Buyer.

For credit card purchases, payment in full will occur, once authorization of your credit card details is received by us. For purchases made by check, payment in full will occur once the check has cleared. You will be notified by phone or email for final payment of your EKO product within 14 days of scheduled manufacturing completion date. Once payment has been received, EKO will store your items for no longer than 14 days free of charge after you have been notified by email or phone. EKO reserves the right to charge commercial storage charges, after that period has elapsed and administration fees. In the event that your ordered EKO products are not collected within (180) days, we reserve the right to dispose of them as we see fit and shall not be held liable for any loss that you may suffer in such an event and deposits made will be forfeited at this stage.

## MISCELLANEOUS

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If any provision of these Terms and Conditions are found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the Terms and Conditions, which will continue in full force and effect. All rights not expressly granted in these Terms and Conditions are reserved. All products are made of natural and reconstituted stone and as such, natural variations in shade and color must be anticipated. If there is any doubt relating to the color or durability of the product, the purchaser should contact the Company for information prior to the goods being fixed in location. If EKO takes any action to enforce the Terms and Conditions, it will be entitled to recover from you, and you agree to pay, all legal fees and expenses and any cost of litigation, in addition to any other relief, at law or in equity, to which such parties may be entitled.

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