



Bellaterra Home, LLC  
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## Terms & Warranty

### **PRICES:**

All prices and specifications are subject to change without prior notice. All shipments will be made at prices prevailing at the time of shipping. Any special conditions or prices must be approved in writing prior to shipment.

### **MINIMUM:**

Bathroom Furniture and Vessels: There is no net minimum order or handling fee applied to orders.

### **FREIGHT:**

Freight prepaid and added. Most orders will ship within 24-48 hours of purchase order receipt. Changes in order will delay the shipping an additional 24 hours. Rush orders (Next day, 2nd day, 3 day) must be received by 11 AM PST in order to be processed the same day. In addition to the expedited freight charges, \$15.00 rush shipment fee will be added to the order.

### **CONDITIONS OF SALE:**

All products become the buyer's property when delivered to the carrier. All goods are shipped at customer's risk. Bellaterra Home LLC reserves the right to modify design, pricing and packaging or alter the weight of any item at our option.

### **CLAIMS AND RETURNS:**

Any shortages and defects must be claimed within five (5) calendar days after receipt of goods. Inspection of the material received is your responsibility. Not doing so in the 5-day period after receipt results in waiving your right to a claim. All visible damages must be noted on the Bill of Lading. Contact us immediately. If our office is closed, simply refuse the shipment and contact us on the next business day. **DO NOT ACCEPT SHIPMENT WITHOUT PROPER NOTATION ON THE CARRIER'S PAPER WORK.**

Approval for return of goods must be approved by Bellaterra Home. A 25% restocking charge may be applicable. All requests for return of merchandise after 90 days from date of Invoice are subject to a 50% restocking charge. We reserve the right to refuse returns after 6 months from date of Invoice. A copy of the original invoice or a copy of the issued RGA must accompany returned goods. Material must be returned in original packaging, otherwise there will be a \$25 repackaging fee. All returns must be made freight prepaid by sender. Product damaged during the return due to lack of proper packaging will not be credited. The return item **MUST** be in its original packaging, and **MUST** be in an unaltered, uninstalled, unused, resell-able condition. Otherwise no return will be accepted.

## **DAMAGED OR LOST SHIPMENTS:**

Any damages must be noted on shipping documents when signing for receipt of shipment. Claims for damaged or lost shipments must be made to the carrier.

Damage caused during moving (tipping over) or during installation is not a defect or warranty issue and will not be considered as such. Bellaterra Home does not accept mis-shipped items after 30 days.

# **Warranty Information**

1. Bellaterra Home LLC guarantees all products to be free of defects in materials and workmanship for one (1) year from the original date of purchase. This warranty extends to the original purchase and first consumer owner only. This warranty is void if the product has been moved from its initial place of installation.
2. If a product fails due to defects in material or workmanship during the warranty period, Bellaterra Home LLC will replace it with a new unit or parts only at our cost; this is subject to our discretion.
3. Bellaterra Home LLC will not be liable for any labor charges or freight cost incurred in connection with replacement of a product.
4. This warranty does not apply to local building code compliance. The buyer should check with the local related plumbing codes before installation.
5. This warranty applies only to the original purchaser and to the original installation of the product. Defective products or parts will be replaced on a rush and availability basis. Bellaterra Home must be notified in writing upon discovery of any defect in the product, including a detailed description of the alleged defect.
6. This warranty does not cover installation or any other labor charges associated with the repair, removal, re-installation or consequential damages. The warranty does not cover product failure caused by abusive treatment, surface scratches, misuse, neglect or damage due to handling or faulty installations.
7. *Special finishes:*  
Warranty does not apply to special or living finishes such as Oil Rubbed Bronze, Dark or Old Bronze, Matte Black, and Gold as living finishes will change over time as a result of normal process and may look different than at the time of purchase. Warranty for items with these special finishes is for functionality only. These special finishes have components that may vary in shade at the time of shipment. The warranty is limited to the replacement of defective parts only, labor cost and/or damage resulting from improper installation, repair or replacement, as well as incidental and consequential damages coned therewith are excluded. Any damage to this faucet as a result of misuse abuse, neglect, accident or improper installation or any use not consistent with the instructions furnished by us will void this warranty.

### **Tempered Glass Characteristics**

Due to the manufacturing process, glass will tend to have a greenish tint; this is a natural feature and is not considered a defect. As a result of the tempering process or otherwise, color variations in glass may occur in certain products.

Glass Vessels, Basin & Counter Tops Warranty will not cover:

1. Damage resulting from abuse, improper use, negligence or accident during or after the installation of a Bellaterra Home's product.
2. Defects resulting from any modification or improper installation.
3. Glass breakage.
4. Misuse of product during ambient room temperature. If the water is too hot to touch, it's too hot to use in basin.

### **Stone Characteristics**

Color Variations in stone are a natural occurrence. For this reason, new and/or replacement pieces may not match display samples and/or existing pieces. Natural occurring stone characteristics such as variations in grain, color, mineral streaks are not considered defective product.

### **Finish and Wood Characteristics**

All wood naturally ages, darkens, or changes color and mellows over time due primarily to exposure to light. While this color change is imperceptible from day to day it may be significant over a longer period of time, or due to amount of light the wood is exposed to. On warranty replacement doors or drawers, we will not guarantee an exact color match. Also, imperfections such as checks (small surface splits), pitch pockets (small dark holes) or darker mineral streaks are natural and are not considered defects.

### **Bellaterra Home BATHROOM ACCESSORIES LIMITED WARRANTY EFFECTIVE JANUARY 1, 2010**

Bellaterra Home offers the following limited warranty on each of its Bathroom Accessory products and the components thereof. This warranty extends only to the original owner or end-user for personal household use. For commercial uses, additional limitations apply. Bellaterra warrants the Product to be free from defects in workmanship and materials under normal use and service for a period of one (1) year from the initial date of purchase by the owner or end-user, contractor, or builder, from Bellaterra or an authorized Bellaterra dealer. Subject to the Warranty Service provision below, any product reported to the authorized dealer or to Bellaterra being defective within the warranty period will be repaired or replaced (with a product of equal value) at the option of Bellaterra. This warranty extends to the original owner or end-user and is not transferable to a subsequent owner. Neither the distributor, authorized Bellaterra dealer, nor any other person has been authorized to make any affirmation, representation, or warranty other than those contained in this warranty. Any affirmation, representation, or warranty other than those contained in this warranty shall not be enforceable against Bellaterra or any other person. Bellaterra reserves the right to modify this warranty at any time, it being understood that such modifications will not alter the warranty conditions applicable at the time of sale of the products in question.

**Limitations**

This warranty shall not apply to instances of incorrect operating procedures, breakages, or damages caused by fault through improper installation, carelessness, abuse, misuse, misapplication, improper maintenance, or alteration of the Product, as well as chemical or natural corrosion, accident, fire, flood, an act of God, or any other casualty. Avoid abrasive cleaners, steel wools, and harsh chemicals as these will scratch, damage, and / or dull the product and / or finish and void this warranty. The owner/end-user of the Product covered by the present warranty is entirely responsible for its proper installation and any

**CARE AND MAINTENANCE:**

Always wipe furniture dry with a damp, non-abrasive cloth. For spills on granite & marble countertops wipe clean immediately to avoid staining. Wood continues to breathe as it ages. Dry air is its worst enemy, so try to keep rooms at an even temperature with good humidity. Avoid using silicone-based polish-cleaners as they can damage the stain finish. All woods & stains change in color when exposed to excessive light. Excessive exposure may create significant changes in color.

**FAUCETS**

To ensure the durability of the special finish - Oil Rubbed Bronze, Matte Black, Dark or Old Bronze, and Gold finish.

Clean only with mild soap and water

Dry after each use

Coat faucet periodically with non-abrasive Carnauba wax

Do not clean with steel wool or hard paper

Do not use any abrasive chemical cleaner

Do not apply plumber putty which is abrasive to damage any surface coating

**California Title 20 Water-Efficiency Standards**

Due to severe drought, California Governor Jerry Brown mandated water restrictions in an Executive Order issued April 1, 2015. In the Order, the California Energy Commission (CEC) was charged with adopting emergency regulations establishing standards that improve the efficiency of water appliances, including faucets, toilets, urinal flush valves and shower devices available for sale in California.

**For more detail information, please visit: <https://www.energy.ca.gov/title20>**

**Bellaterra Home Faucet Company Product Compliance** - As noted above, we offer products that comply with current California water-efficiency standards.

This faucet is installed with 1.2 gallons per minute cartridge in compliance to the California Water Saving measures. Residents in other states may change the water saving cartridge to a standard 2.2 gallons per minute by following the below provided. Please contact us at: [cs@bellaterra-home.com](mailto:cs@bellaterra-home.com)

**LEGAL DISCLAIMER:** The technical data provided in this publication is a service for Bellaterra Home, L.L.C. customers and consumers. Products may be changed or discontinued at Bellaterra Home, LLC's sole discretion without prior notification or obligation. While Bellaterra Home LLC.'s efforts to provide accurate information and description of its products are of utmost importance, completeness and precision cannot be guaranteed. Bellaterra Home LLC. is not responsible for, nor does it have any liability for any mistakes or typographical errors, including liability for incidental, consequential, or special applicable plumbing or electrical wiring. Bellaterra neither installs nor supervises the installation nor hires a contractor for this purpose; consequently, Bellaterra cannot be held responsible for any default, breakage, or damages caused thereby or resulting thereof, either directly or indirectly. The owner/end-user must provide access to the components of the Product as described in the installation guide so that Bellaterra can execute the warranty specified herein. If such access is not available, all expenses to provide said access will be the responsibility of the owner/end-user.

This warranty does not apply to Products that have not been installed or operated in accordance with instructions supplied by Bellaterra and all applicable rules, regulations, and legislation pertaining to such installations.

This warranty does not apply unless the Bellaterra Product is installed by fully insured licensed professionals.

Bellaterra strongly recommends that such licensed professionals have experience in the installation of bathroom and kitchen products. Installation of certain products improperly, might consequently, cause personal injury or death.

Bellaterra is not liable for personal injuries or deaths to any persons or for any direct, special, incidental, or consequential damage, 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.

EXCEPT AS OTHERWISE PROVIDED ABOVE, BELLATERRA MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR COMPLIANCE WITH ANY CODE.

In any case, Bellaterra cannot be held liable for any amount over and above the purchase price paid for the Product by the owner/end-user, contractor, or builder.

### **Commercial Limitations**

In addition to the above conditions and limitations, the warranty period for products installed for commercial applications or used in commercial ventures is one (1) year from the initial date of purchase by the owner/end user, contractor, or builder from an authorized dealer. Bellaterra is not responsible for loss of use or profit under any circumstances. If the product is used as a display, the warranty period begins when the product is placed on display. This warranty gives the owner/end-user specific legal rights. The owner/end-user may also have other rights which can vary from one state or province to another.

### **Warranty Service**

In order to obtain service provided under this warranty during regular business hours, contact the dealer or distributor who sold the unit, or contact Bellaterra directly. Bellaterra will provide the warranty service described above when the following conditions have been met: the failure is of the nature or type covered by the warranty; the user has informed an authorized Bellaterra Agent or dealer of the nature of the problem during the warranty period; conclusive evidence (e.g., proof of purchase or installation) is provided to the foregoing by the user proving that the failure occurred or was discovered within the warranty period; an authorized independent service person or company representative has been permitted to inspect the product during regular business hours within a reasonable time after the problem was reported by the user.

Customer signature:

Date:

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