

July 25 2022

PLANTERS

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# TERMS and Conditions

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<b>Pricing / Custom Quotes</b>	Prices shown are suggested list prices, F.O.B. factory, Austin, Texas. Pricing does not include delivery, freight, crating or uncrating, installation, storage, insurance, federal, state, or local taxes. Pricing on "Custom" quotes is valid for 30 days. Prices, specifications and materials are subject to change without notice.
<b>Freight Pricing</b>	Freight cost estimates are available upon request from info@ekitta.com. EKITTA's Guaranteed Freight Pricing Program is not applicable to planters and hardware.
<b>Terms</b>	Orders will be scheduled for production after a purchase order and payment is received. Orders <\$2,500 require full payment, 50% deposit for orders >\$2,500 with the balance and shipping charges to be paid before shipment.
<b>Ordering</b>	<p>To expedite order entry and to assure proper service, email or mail orders to the above address. All orders emailed and then mailed, must be marked "Confirmation." EKITTA will not be responsible for duplicate orders if purchase orders are left unmarked.</p> <p>All orders must be accompanied by a written purchase order and payment. Orders will be acknowledged promptly upon receipt. The issuance of an Invoice / Acknowledgment indicates acceptance of any purchase order and is final and binding. To expedite processing, we suggest that a copy of the check be emailed to EKITTA before mailing.</p>
<b>Change Orders / Cancellations</b>	Acknowledged orders may be changed only by mutual agreement. Revisions and cancellations are subject to price and schedule adjustments and / or cancellation charges, as appropriate.
<b>Warehousing</b>	Orders will be shipped when completed and paid in full. On orders which cannot be shipped, product will be invoiced and a weekly warehousing charge will accrue 7 days after completion. Warehousing charges will be levied at 1% of the NET invoiced price per piece by product line item. Minimum weekly warehousing charge will be \$25 NET per order. Full payment of invoice and warehousing charges required before shipment.
<b>Returns</b>	Items may be returned only with EKITTA's written consent and shipping instructions, and with all related transportation costs to be paid by the purchaser. All returned merchandise is subject to a minimum 35% restocking charge. Customer-damaged items and custom-made items cannot be returned under any circumstance.
<b>Damaged Merchandise / Claims</b>	<p>Ownership of the product changes when the merchandise leaves EKITTA's dock. Any subsequent damage claim is the responsibility of the purchaser. The utmost care is used in packing and shipping. Examine merchandise carefully before giving the transportation company a clear receipt. In the event of shortage, note on the driver's bill of lading before signing, keep a copy and notify EKITTA immediately.</p> <p>Do not refuse merchandise damaged in transit. Keep product in original shipping box or container for inspection by carrier. If shipment arrives damaged or short, you should immediately file a claim with the delivery carrier. It is strongly suggested that all shipments be unpacked and inspected upon arrival at Consignee.</p> <p>No damaged freight claims can be made once the merchandise has been transported by another vehicle. If the shipment is in apparent good condition but upon opening contents are found damaged, unpacking should be stopped and an inspector of the transportation company should be called to examine the shipment.</p> <p>Submittal of claims must be made to the transportation company within 10 days of receipt. Photographs of visible damages to the packing as well as affected product often prove helpful in the claim submittal process.</p>
<b>Product Design</b>	EKITTA reserves the right to make changes in design and construction or to discontinue products without notice. All dimensions are approximate.
<b>Warranty</b>	EKITTA warrants its products to be free of defects in materials and workmanship for one year from date of delivery. This warranty assumes normal and correct product usage. EKITTA accepts no liability resulting from abnormal use, misuse, abuse, alteration by customer, or damage in transit. It is understood that these limitations are part of the terms and conditions of purchase of EKITTA products and by placing an order, the purchaser accepts these limitations. Option of repair or replacement under this warranty is at the discretion of EKITTA.

# GENERAL Information

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## Shipping and Packaging

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All merchandise is packed to carrier standards and inspected before shipment. All shipping dates are approximate; a specific arrival date cannot be guaranteed. All orders are shipped upon completion and payment of any balance due.

EKITTA will not drop-ship to end consumer without prior approval.

Freight company accessorial charges, such as "call before delivery", high cost area, residential delivery or inside delivery, if required or necessary, will be added to the dock-to-dock prepaid freight charge.

Title of the product changes when the merchandise leaves EKITTA's dock. Any subsequent damage claim is the responsibility of the purchaser.

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## Care and Maintenance

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### Aluminum

Wash aluminum with a small amount of mild soap and a clean cloth with plenty of water.

PLANTERS - Interior placement containers are not intended for direct planting. Due to soil minerals and the chemicals used in the treatment of plants, it is strongly suggested that a liner be installed to prevent a reaction between the metal and the plant treatments. Each shipment includes a liner that may be cut to fit for the initial installation.

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### Painted Metal

The polyurethane painted finish does not require special maintenance. Regular dusting with a soft cloth or duster is usually sufficient. If a cleaning agent seems to be necessary, we suggest your using a mild detergent spray. We recommend you treat painted surfaces as you would the paint on your car. Never use any solvent based cleaners. This includes any of the alcohol based cleaners.

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### Wood

EKITTA wood products are protected by a stain-resisting finish. For normal cleaning, wipe surface with a soft, damp (not wet) cloth.

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## Specifications

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### Aluminum

The metal aluminum is a non-ferrous alloy that is light weight and resistant to corrosion. It can be finished to a natural silvery color protected by a clear coating.

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### Painted Metal Finishes

Painted finishes are polyurethane enamel coating with superior durability and excellent impact resistance. Paint finish samples listed are considered standard finishes. All other paint finishes require a price quote from EKITTA. An upcharge of \$275 NET per order will apply for each custom solid colored paint and \$350 for each custom metallic paint.

For planters with exterior exposure, a clear protective coating is applied; an upcharge of 7% is added to standard price.

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### Wood

The external wooden parts incorporated in EKITTA products are the highest grade of maple or cherry. These woods, like other natural materials, are subject to variation in grain and coloration. No guarantee will be made of an exact match to EKITTA finish samples.

Custom wood finish samples must accompany the purchase order. Orders specifying custom wood finishes will be scheduled for production upon receipt of an approved customer's custom wood sample match. An upcharge of \$150 NET per order will apply for each custom wood finish.

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# GENERAL Information

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## Finish Options

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### Paint

Black	P10
White	P15
Charcoal	P20
Pewter	P30
Charcoal Metallic *	P40*
Silver Metallic *	P55*
Nickel Metallic *	P70*
Bronze Metallic *	P80*
Dark Bronze Metallic *	P90*

\* Metallic paint                      add 3% LIST

Custom solid color                      add \$275 NET  
Custom metallic color                      add \$350 NET

### Plastic Laminate

Plastic laminate pricing is based on  
Wilsonart finish series  
-38 Fine Velvet and -60 Matte

Other finishes and manufacturers requires  
quote.

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### Wood

Maple with clear finish	W10
Cherry with clear finish	W20
Medium Cherry stain	W30
Dark Cherry stain	W40
Walnut stain	W50

Custom stain                      add \$180 NET

### Metal

Interior Use:  
Clear on Brushed Aluminum

Exterior Use:  
Clear Protective Coating on Brushed  
Aluminum (upcharge of 7%)

Clear Protective Coating on Painted  
Aluminum (upcharge of 7%)

# GENERAL Information

## Shipping and Packaging

All merchandise is packed to carrier standards and inspected before shipment. All shipping dates are approximate; a specific arrival date cannot be guaranteed. All orders are shipped upon completion and payment of any balance due.

EKITTA will not drop-ship to end consumer without prior approval.

Freight company accessorial charges, such as "call before delivery", high cost area, residential delivery or inside delivery, if required or necessary, will be added to the dock-to-dock prepaid freight charge.

Title of the product changes when the merchandise leaves EKITTA's dock. Any subsequent damage claim is the responsibility of the purchaser.

## Optional Guaranteed Freight Pricing Program

This program offers the opportunity to provide a fixed freight cost for dock-to-dock single shipments of furniture and accessories at the time of order placement. Planters and hardware require a freight quote.

- Determine the zone to which the products are to be shipped.
- Calculate the fixed freight cost as a percentage of the total COM/COL List of the order, including charges for any additional product options specified.
- Indicate on the purchase order "Guaranteed Freight Pricing Program".

EKITTA will select the carrier. EKITTA's invoice acknowledgment will include the pre-calculated fixed freight rate.

### TERMS:

- A minimum per shipment charge of \$185 Net.
- Charges will be for "NORMAL DELIVERY TO THE DOCK" ONLY. A "CALL BEFORE DELIVERY" request requires an additional \$35 Net charge.
- If additional charges are incurred by EKITTA due to delivery issues such as redelivery, or no dock; those additional charges will be the purchaser's liability.
- Product is shipped FOB Hutto, Texas, freight prepaid.
- Title of goods changes when merchandise leaves EKITTA's dock. Any subsequent damage and all freight claims are the responsibility of the purchaser.

## Zones

### Zone 1 - 4% COM LIST

Oklahoma  
Texas

### Zone 2 - 5% COM LIST

Alabama  
Arkansas  
Louisiana  
Mississippi

### Zone 3 - 6% COM LIST

Arizona  
Georgia  
Illinois  
Indiana  
Iowa  
Kansas  
Kentucky  
Missouri  
Nebraska  
New Mexico  
North Carolina  
Ohio  
South Carolina  
Tennessee

### Zone 4 - 7% COM LIST

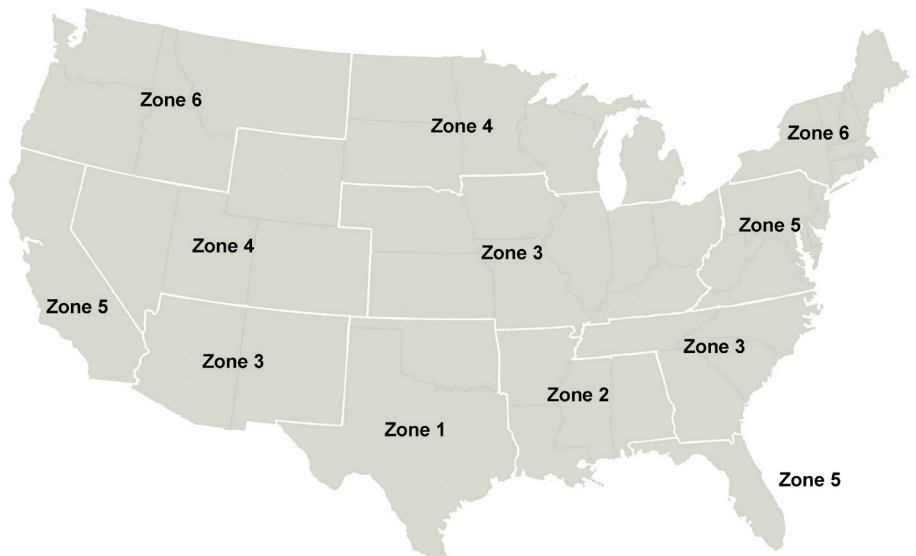
Colorado  
Michigan  
Minnesota  
Nevada  
North Dakota  
South Dakota  
Utah  
Wisconsin  
Wyoming

### Zone 5 - 7.5% COM

California  
Delaware  
Florida  
Maryland  
Pennsylvania  
Virginia  
West Virginia

### Zone 6 - 8% COM LIST

Connecticut  
D.C.  
Idaho  
Maine  
Massachusetts  
Montana  
New Hampshire  
New Jersey  
New York  
Oregon  
Rhode Island  
Vermont  
Washington



### ACTUAL FREIGHT QUOTES REQUIRED:

BOSTON  
D.C.  
NYC and surrounding areas

# GENERAL Information

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## Sustainability

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As industry leaders, it is our responsibility to advocate the protection and preservation of our environment. At Ekitta, we have an obligation to our clients, ourselves and the world community to promote recycling, reuse and responsibility in all policies and practices of our business.

For the manufacturing of our products, we are dedicated to the purchasing of metals from suppliers who are vested in recycling, channeling waste solvents through recovery companies and recycling all scrap metals. We strive to formulate finishes that maximize employee safety as well as minimize environmental impact. We are continuously on the lookout for the most up-to-date research and technology to improve our in-house recycling and reuse methods.

Ekitta metal products are 100% recyclable, and hand made in Austin, Texas, by skilled employees who take pride in fabricating a quality product. Each product is made to order with the finest craftsmanship and attention to detail, using materials supplied by companies located in the USA.

We owe Nature, in part, for our success and acknowledge this by striving to be environmentally sensitive in all aspects of our business. Our plant is operated on 100% wind generated power.

### Recycled Materials

Steel constructed products are composed of 90 - 95% post-consumer recycled content. EKITTA planters of 100% aluminum are made of 42% post-consumer and 40% pre-consumer recycled content percentages. Request order-specific environmental features reports from [info@ekitta.com](mailto:info@ekitta.com).

Materials used by EKITTA in packing and crating average over 80% recycled content and are 98% recyclable. Effective packing methods and materials contribute to safe delivery reducing potential waste.

### Made in America

EKITTA designs and manufactures 100% of the products in America and engages suppliers located close to our own manufacturing facility minimizing the environmental impact of our products.