

**Condition of Sale:**

All web orders totaling over \$3,500.00 require a signature authorization for the order to be processed. Our web order specialist will fax or email you a sales order for authorization via signature. Upon approval, please fax or email the signed copy to Terracast Products. Orders will not be processed prior to receiving an authorization signature.

Specifications:

Terracast Products has a policy of continuous improvement and reserves the right to discontinue or change specifications without notice.

Weights: All weights are approximate.

Colors: Colors noted on the website are representative of the many colors available, and are for reference ONLY. Please request a sample color chip to confirm selection.

Payment Options:

All orders require that payment be made in full at the time of the order, unless otherwise specified. We accept MasterCard, Visa, American Express and Discover for payment.

Lead Time:

We process all orders upon receipt and ship during standard EST business hours, Monday through Friday. The shipment of product depends on product availability, customized or specialty item orders. Upon receipt of the order, most items are shipped within 10-14 business days, but customized items may have a longer lead time. For a better idea of the lead time for a specific order, please contact customer service.

Shipping:

All merchandise is sold F.O.B. our factory. Items shipped by common carrier will be delivered curbside at the address specified on the order. The carrier is not responsible for unloading. Your location must be accessible to a large freight truck. The freight companies will deliver your shipment during normal business hours, 8am - 4pm Monday - Friday. Residential delivery, lift gate service, and call-ahead delivery are available at an additional charge and must be specified at the time of the order.

Delay in Transit

Terracast Products is not responsible for delays in transit. If your order does not reach you within a reasonable time after being advised the order has shipped, Terracast Products will track the shipment immediately upon request.

Shipping Outside of US

For shipments to Canada, the Customer will be responsible for all taxes, duties and custom broker fees which are not included or provided by the freight estimate supplied on our website. These fees are verified by our sales department per shipment. For shipments outside of the continental US (Puerto Rico, Alaska or Hawaii), alternate methods of shipping other than ground service may apply which result in additional freight charges not provided by the freight estimate online.

If you have any questions regarding freight methods or have a special shipping request feel free to call Customer Service at 305-895-9525 x105. We look forward to serving your needs.

Shipping Specials:

All Promotional shipping specials are for UPS Ground or standard freight within the continental USA and may include optional services for Residential Delivery, Liftgate, and Notify Before Delivery. For expedited shipping or LTL shipments that require other special services such as Limited Access Delivery; Inside Delivery, Construction Site Delivery, Trade Show Delivery you must call for a freight quote. If there is a discrepancy in the services requested and the minimum services required to deliver the product, Terracast Products reserves the right to charge the customer for any necessary additional services provided at the time of delivery. In the event of product return for reasons other than manufacturers defect, restock fees and actual shipping charges will apply.

Inspection of Shipments:

We at Terracast Products take extreme care to ensure that your shipment arrives in acceptable condition. On delivery, the carrier will provide you with a delivery receipt. **[It is vital that you verify that you have received the correct product, count the number of pieces being delivered, and inspect for damages prior to signing this document. No claims for incorrect or missing merchandise can be made unless it is recorded on this delivery receipt. Claims for concealed damages (damages that are not visually apparent through packaging) must be reported at time of delivery with some carriers, so it is imperative that you inspect your shipment for concealed damages at time of delivery. Terracast Products cannot be responsible for shipments not inspected by the customer at time of delivery. Damage, error, and shortage claims must be reported within 48 hours of delivery.]**

Once you report a claim, you should keep all packaging and paperwork until the inspection process is completed. If you have a camera (preferably digital) at hand, please take a photograph of the damage. Our freight carriers and manufacturers will work expediently with us to replace or repair any damaged product. Photographs and the appropriate documentation will streamline the process.

Should you have any questions about return or repair, or encounter any difficulty, please call our Customer Service Department at 305-895-9525 x105.

Cancellations:

Due to the possibility that expenses associated with an order may have already been incurred Terracast Products must approve all cancellations of orders. Cancellation fees may apply.

Return Policy:

Your complete satisfaction with all of your interactions with Terracast Products is very important to us. We will accept returns of unused products in their original containers up to 30 days from shipping date subject to the following terms and conditions:

- You will be responsible for return shipping charges.
- Custom-made and special imprinted items are not returnable unless a defect in manufacturing is presented to us with pictures that are emailed to us prior to return.
- Prior written approval and instructions must be issued by our Customer Service Department before any merchandise can be returned.
- All merchandise must be properly packed and returned in its original packaging (if possible), freight Prepaid.
- No Collect shipments can be accepted. Merchandise returned for reasons other than damage or defect will be subject to a 50% re-stocking fee.
- If placing an order on our website, we cannot be responsible if you order the incorrect product or color. All return and restock fees will apply.
- Customer is to call prior to shipping returns for authorization and return shipping instructions.

Our Warranty:

Terracast Planters

Terracast Planters are guaranteed for ten (10) years against cracking, chipping, fracture or breaking, excluding vandalism, misuse, and acts of God. Terracast Products will repair or replace defective products, upon return of the products to our facility.

Terracast Poly-Steel® Light Posts

Terracast Products warrants its products to be free from defects in material and workmanship for a period of three years. Terracast Products will repair or replace defective products, upon return of product to our factory freight paid (please see return policy noted above). This warranty does not include installation labor or cover any product not manufactured by Terracast Products.

Terracast Aluminum Post Heads

Terracast Products offers a one-year guarantee against defects in material, parts, components, accessories, workmanship, assembly and manufacture for our products. Finishes are subject to the factory approval, at will, because of area with abnormal harsh weather environments.

Care for your Fixtures

To ensure a longer lasting finish on your fixtures we highly recommend a light coat of Linseed Oil or Water Based Silicon Spray at regular intervals. Avoid Ammonia based products. Clean only with soapy water and a soft cloth.

Customers are required to maintain fixtures according to Terracast Products recommended care.

If Terracast Products had failed to meet any of the above stated; we will replace or repair the fixture. Simply contact Customer Service Warranty Department at (305) 895-9525 x105.

PLEASE NOTE: We will not honor any claims for any improperly installed units of those in which parts have been altered or tampered. Also, ballast and sockets are subject to Manufacturer's Warranty. Terracast Products will not be held responsible for any additional charges incurred due to defects. Terracast Products reserves the right to make design changes without prior notice.

Terracast Aluminum Pole Assemblies

Terracast Products warrants its aluminum pole assemblies for one year to be free of defects in material and workmanship and to be free from corrosion, except those items normally consumed in service. This warranty applies to the pole assembly only and does not include anchor bolts, connecting hardware, or foundation.

This warranty does not cover failures or corrosion due to:

- Improper installation.
- Misapplication - product used outside of specified use.
- Damage from handling, transportation, installation, vehicular impact, abuse, or vandalism.
- Site specific wind induced or other vibration.
- Installation in soils with a pH under 5 or over 9.
- Improper grounding.

Terracast Products will, at its sole option, repair, replace, or credit Buyer's account for any product that does not conform to this warranty.

TERRACAST PRODUCTS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TERRACAST PRODUCTS SHALL NOT BE LIABLE FOR ANY OTHER LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, LIQUIDATED DAMAGES AND BACK CHARGES.

This warranty does not include reimbursement for the expense of installation or removal of equipment, transportation, or any other expenses which may be incurred. Authorization must be obtained from Terracast before any material is returned. This warranty excludes finishes such as powder coating, anodizing, and satin. The foregoing states the Buyer's sole remedy for any breach of warranty by Terracast Products.

Landscape Lighting Fixtures

Terracast Products warrants all landscape lighting fixtures sold to the original purchaser free of defects in material and workmanship under normal use and service for fifteen (15) years.

Terracast Products will repair or replace any fixture that in the opinion of the Terracast Products representative, is proven to be defective. Please email, call or write to the address below to find out how to return the fixture.

Terracast Products does not warranty the glass in the exterior fixture due to vandalism, but does warrant the glass from defects and breakage in shipping. This warranty will not apply to the lamps, ballasts, or any fixture that in the opinion of the Terracast Products representative has been damaged due to accidents, misuse, modifications, acts of GOD, repaired, or altered in any way.