

FRIGO DESIGN
5860 McKinley Road
Brewerton, NY 13029
(800) 836-8746
www.frigodesign.com

Cancellation Policy & Damage Notification Procedures

Every Frigo Design product is custom built specifically to fit customer's specific dimensions and design elements provided by customer and or builder. Once the order is placed, and put into design if needed, the order is non-refundable and is not able to be canceled. As soon as payment is made (either half of the total amount down or full payment) you now own said product(s).

Within five (5) days of receiving their product, customer MUST open box and inspect product and immediately report any damages to Frigo Design. If damages are reported to Frigo Design after the five (5) days..claim will not be honored. (See Inspection Requirement Label affixed to the outside of shipping carton).

Frigo Design Limited Warranty

Frigo Design (hereinafter "Frigo"), 5860 McKinley Rd Brewerton NY 13029 warrants that the product manufactured by it shall be free from defects in material and/or workmanship for one (1) year from the date of shipment of the product to the Purchaser. If Frigo acknowledges that any such defects sound within the warranty period are the result of faulty material and/or Frigo workmanship, Frigo's sole liability and the Purchaser's exclusive remedy shall be the repair and/or replacement of the faulty product by Frigo at Frigo's expense, F.O.B. the Purchaser's address. No products or parts thereof shall be returned to Frigo without Frigo's prior written consent. The foregoing warranty does not apply to defects resulting from faulty installation, operation, disassembly or remodeling along with misuse, misapplication, neglect, abuse, accident or alteration. This included lack of proper maintenance, cleaning and care.

THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

ANY WARRANTY IS DEPENDENT ON PROPER INSTALLATION OF THE STAINLESS STEEL SHOWER ENCLOSURES. THIS INCLUDES BUT NOT LIMITED TO USING TOOLS THAT HAVE BEEN ONLY EXPOSED TO STAINLESS STEEL MATERIALS ONLY. TOOLS THAT HAVE BEEN USED ON OTHER MATERIALS CAN TRANSFER PARTICLES THAT CAN CAUSE RUST ON THE EDGES OF FIELD CUTS AND ARE NOT INCLUDED IN THIS WARRANTY. IMPROPER CLEANING METHODS WITH CHLORINE OR BLEACH CAN CAUSE HAZING OVER TIME AND WON'T BE COVERED UNDER WARRANTY. IF EITHER CHEMICAL OR PRODUCT WITH SUCH CHEMICALS ARE USED IN THE CONSTRUCTION OR POST CONSTRUCTION STAGE.

The liability and remedy set forth above, in the event of a breach by Frigo of its warranties set forth above or any of the covenants or agreements relating to the sale of the products to the Purchaser, shall be the sole and exclusive remedy to the Purchaser. In no event shall Frigo's liability exceed the amount paid by the Purchaser to Frigo or any of its dealers or agents for the products to which the breach applies.

In no event shall Frigo be liable to the Purchaser for any consequential or indirect damages including but not limited to, loss of income, revenue, or profits in the event of a breach of any of the warranties other covenants made by Frigo with respect to the sale of Frigo products to the Purchaser.

The foregoing may not be modified except by written modification signed by Frigo. The Purchaser, by accepting delivery of any product manufactured by Frigo hereby accepts the foregoing and expressly waives any other remedy and damages, direct, indirect and consequential.

