

# Egan Standard Terms & Conditions

## Commercial Terms

### Overall

Egan Visual Standard Terms & Conditions are subject to change without notice. See [www.egan.com](http://www.egan.com) for currently prevailing terms. All specifications, pricing, and other information is believed to be accurate at the time of publication (E&OE) but is subject to change without notice. Prices herein are valid in the United States only and are stated in USD. Possession of this document does not constitute an offer to sell.

### Cancellations

Orders are considered binding on the Buyer and on Egan, subject to the ICC Force Majeure Clause 2003 or the ICC Hardship Clause 2003. If the Buyer wishes to cancel an order, the decision to accept cancellation lies with Egan and will be governed by its ability to conform. A penalty or service fee may be imposed at the discretion of Egan. Once production has begun, neither standard or custom orders are eligible for change or cancellation.

### Change Orders

The Egan Visual 'Order Acknowledgment' is final and binding and any subsequent change is subject to approval at the sole discretion of Egan. Egan Visual reserves the right to increase the acknowledged price, if such a change warrants any extra charge.

### Defects and Shortages

All claims must be reported within the first thirty (30) days after delivery of goods. Egan Visual assumes no responsibility for misuse or abuse.

### Returns

Merchandise may not be returned without the prior written consent of Egan Visual. If returned within thirty (30) days, and by agreement, a restocking and repacking charge will be deducted from the credit note in addition to any expense for reconditioning that may be necessary. Return transportation must be prepaid (DDP Buffalo, NY or DDP Vaughan, ON), packed in the original packaging.

## Financial Terms

### Financial Terms

Terms are "prepayment with order" unless otherwise pre-approved, in writing, in advance, by Egan Visual. For such accounts, orders are subject to limit or withdrawal of credit at any time. The approved purchaser will be invoiced for the goods as they are shipped and payment is due thirty (30) days from the date of invoice. Late penalties will be charged on overdue invoices. Invoices are payable in USD funds and do not include taxes or installation. All orders accepted are subject to prices prevailing at time of Order Acknowledgement.

### Quotations

Quotes issued by Egan Visual are valid for ninety (90) days and are for the products and terms specified therein.

### Order Acceptance

Orders are binding only upon acceptance by the executive office of Egan Visual which is confirmed by issuance of an Egan Order Acknowledgement. Orders accepted by Egan Visual shall be subject to the Terms and Conditions set forth in this Acknowledgment and subsequent Invoice, notwithstanding any variance in terms and conditions set forth in the buyer's order forms. Minimum order value is \$100.00 list. Egan Visual appreciates your order and will endeavor to fulfill it as agreed.

### Taxes

Sales Tax, Use Tax, or other State, Provincial, or Federal taxes will be added to the invoice as applicable, and are the responsibility of the Buyer. Buyers claiming exemption (e.g. purchasing for resale) must supply the appropriate tax exemption form with their order. In jurisdictions where Egan Visual is not registered to collect tax, it is the sole responsibility of the Buyer to determine what, if any tax is applicable to the sale and to remit same to the appropriate tax authority.

## Product Terms

### Specification Changes

Specifications published are nominal and believed to be accurate at the time of publication. The right to affect, change, or discontinue models at any time without prior notice remains the right of Egan Visual. This right to change applies to catalog contents, price lists, fabric or finishes, as well as details and dimensions.

## Warranty

Each product carries a limited, "Return to Factory" warranty. See the full "Standard Warranty" in the Price & Specification Guide or at [www.egan.com](http://www.egan.com)

## Logistics Terms

### Freight Terms

Orders are shipped FOB Factory (INCOTERMS 2010). Freight is prepaid and added to the buyer's Invoice. The responsibility of Egan Visual ceases when it turns the shipment over to the carrier.

### Free Freight Program

Egan offers a program under which freight may be prepaid in full or subsidized by Egan. See "Freight Program" for current details.

### Drop Shipments

Drop Shipments can be arranged. Egan does not apply a fee but Accessorial Charges may apply. Contact Customer Service.

### Accessorial Charges

Accessorial Charges will be invoiced at cost and pre-quoted on request. This includes but is not limited to: deliver to limited access site (mines, prisons, military, schools, and hospitals), blanket wrapped, inside deliveries, special charges for high density urban areas, will calls, 'call before' requirements and special delivery or inside delivery beyond dock-to-dock delivery

### Packing and Crating Charges

All products are shipped via common carrier, and are normally shipped one unit per cardboard container. Packaging charges are included in the price.

### Carrier Selection

In absence of the buyer arranging transport, Egan Visual reserves the right to ship by what is in its opinion the best method.

### Transportation Delay

Egan Visual is not responsible for delay or failure to fulfill an order due to Acts of God, Hardship, or Force Majeure, including but not limited to reasons stated in the standard ICC Force Majeure Clause section 3.

### Storage

If Buyer cannot accept delivery on the shipping date stated on the Order Acknowledgement, Egan Visual reserves the right to arrange storage at the Buyer's risk and expense.

### Freight Damage

All goods are shipped FOB Egan Visual, however, in the event of freight damage we can assist your receiver with the claim. The legal responsibility of Egan Visual ceases when it turns the shipment over to a common carrier. The buyer has the sole obligation of seeking recourse against the carrier. All freight is given to the carrier and signed for in good condition. It is the responsibility of the receiver to sign for the goods in the presence of the carrier and note the condition in which they are received. Freight claims should be filed with the carrier.

Follow these procedures immediately upon receipt of shipment:

1. You must inspect the freight at the time of delivery and note all damages on the Bill of Lading and Delivery Receipt (POD). If there is obvious and severe damage, receiver has a **right to refuse delivery**. Receiver also has a duty to mitigate the loss. For example, you should only refuse affected product.
2. Upon discovery of the damages, the receiver must immediately report the damages to the carrier, asking for immediate inspection and an inspection report.
3. The notification of damages must be followed up in writing by fax or e-mail.
4. Unpack and inspect. Check your contents within three (3) business days. If the shipment was delivered without noted damage but has CONCEALED DAMAGE, receiver typically has a very limited time to report it to the carrier and request a 'concealed damage inspection'.
5. Tag and keep any packaging in which damaged goods are received in its original condition.
6. Contact Egan Customer Service to initiate a Support Case and make arrangements for replacement product.

# Freight Program & Egan Standard Warranty



## Freight Program

Egan is please to offer a Freight Program that allows customers to enjoy most shipments to arrive free of freight charges! Based on the **order total** summed using the **list price** of the products, the freight costs are invoiced per the following table:

Single shipment total at LIST	Freight Charge*	Single shipment total at LIST	Freight Charge*
\$0 - \$1499	\$199	\$2000 - \$2999	\$99
\$1500 - \$1999	\$129	\$3000+	Nil (\$0)

\*amount added to invoice  
\*excluding Accessorial charges, per Standard Terms

## Egan Standard Warranty

### What is Covered

This Standard Warranty applies to new products purchased from an authorized Egan Visual ("Egan") dealer or reseller. Egan Visual warrants that the products substantially conform to the specifications published by Egan at the time of manufacture of the product, and that the product is free from material defects in materials and workmanship, under normal and reasonable operating conditions, for the Warranty Term as defined below. No other warranties or representations, express or implied, other than contained herein shall apply or be honored by Egan Visual.

### Who is Covered

The "End User" holds this Standard Warranty. The End User is the first party to purchase the new and unused product from an authorized Egan reseller. This Standard Warranty is not transferable to other parties.

### What is Not Covered

EGAN VISUAL MAKES NO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. THESE AND ALL OTHER IMPLIED WARRANTIES ARE SPECIFICALLY DISCLAIMED BY EGAN VISUAL. The warranty as stated in this document is the complete and only warranty upon this product. This Warranty specifically excludes:

- Products that are not purchased by the End User from an authorized reseller
- Products that have been used other than according to the instructions
- Products that have been damaged due to the connection of other equipment
- Products that have not been installed and or/maintained as per the instructions
- Products that have been damaged
- Products that have been modified
- Peripheral products in the package such as brackets and fittings, which are "as is"
- Products and services that are not provided by Egan, including installation, de-installation, and shipping
- Variations in surface materials (e.g. grains, patterns, textures), color variation and colorfastness
- Non Egan-branded products or components which may be purchased from Egan, which are subject to that manufacturer's own warranty.

**IMPORTANT:** READ AND UNDERSTAND ALL INSTALLATION, USE, AND MAINTENANCE INSTRUCTIONS THAT YOU HAVE RECEIVED WITH YOUR NEW EGAN VISUAL PRODUCT. Failure to do so will void all warranty. Before attempting to deviate from our instructions in any way please contact Egan Visual beforehand. If in doubt as to how to install any of our products please contact the Egan Visual dealer you purchased the product from or contact our Customer Service department immediately for help.

**Installation is not covered.** Egan Visual products are designed to be installation-ready, however Installation and the installation environment are out of the control of Egan and therefore installation is not warranted by Egan in any circumstance. Egan offers dealers and professional installers free installation support via **1-800-263-2387**.

Conditions after leaving our facility are always beyond the control of Egan Visual. As noted above, **damage is not covered.** This includes but is not limited to damage from use of non-approved detergents, abrasives or other harsh cleaning agents, poor installation, misuse, abuse, neglect, or failure to maintain the product properly. Always be sure to test a cleaning product in an inconspicuous area before cleaning any surface, coating, or finish. For best results on presentation surfaces, always use quality alcohol-based markers; Egan-supplied markers and cloths are recommended. If marker suitability is in question, please call our Customer Service before using the product for the first time. This warranty does not cover damage to writing surface resulting from negligence, abuse or accidents, such as burns, cuts, scratches, scuffs, kinks, or indentations.

### Limitations and exclusions

This program is limited to destinations in the 48 contiguous States, and 10 Canadian Provinces (excludes the Territories YT, NT, NU). This program provides for normal ground transportation. Program eligibility is subject to Egan Standard Terms & Conditions.

### Warranty Term

Your new Egan Visual product has been well-designed and built for many years of enjoyment. All Egan Visual products carry a warranty term of five (5) years from the date of purchase unless otherwise stated here:

EVS® Presentation Surfaces "Guaranteed-to-Clean"	10 years
Porcelain surfaces	10 years
GlassWrite™ and EganAero™ surfaces	10 years
VersaPalette™ products	30 days
EganINK™ (ASTM F793 10a Category I Wallcovering)	1 year
Electric-powered mechanisms	1 year
Electric components (e.g. wiring, charging ports, outlets)	1 year
Lighting components	1 year
Supplies	None
Installation	None

### Extended Warranty Term

An extended warranty term may be available for purchase. Please call to inquire.

### Consequential or Incidental Damages

EGAN VISUAL WILL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. Any loss, expense, or damage incurred in replacing any suspected defective Egan Visual product will not be reimbursed. The warranty of this product is limited to the replacement or repair of the Egan Visual product itself. Under no circumstances will Egan Visual be responsible for incidental damages, repairs, labor or other costs incurred in removal or return of suspected defective Egan Visual product.

### How to make a Warranty Claim

While the product is still in its original installed state, contact Customer Service to open a case for your product and to have the claim evaluated. If a written Return Authorization has been issued by Egan Visual, the product may be uninstalled and shipped. Shipments that arrive without a valid Return Authorization will not be accepted.

### Warranty Point

This warranty is a "Return to Factory" or "RTF" Warranty. To exercise this warranty, the product must be shipped to Egan DDP Buffalo, NY (INCOTERMS 2010) or DDP Vaughan, ON (INCOTERMS 2010) at the discretion of Egan Visual. Replacement product is made available FOB Buffalo, NY or EXW Vaughan, ON.

### Processing of a Warranty Claim

Your product will be evaluated within a reasonable period of time and at the sole option of Egan Visual and if the claim is approved by Egan it will be repaired, or replaced with refurbished or new product. In the event that the model has been discontinued and warranty stocks have been depleted, Egan, may, at its sole option, replace the Product with a different model with comparable or better performance characteristics. At the sole option of Egan Visual, if repair or replacement is not practicable, Egan will provide a refund or a credit for the affected product.