

**Terms and Conditions****Ordering**

- Once an order has been acknowledged, no changes (including additions or cancellations) will be accepted.
- Order acknowledgments are available via email. An email address must be provided to receive this benefit.

**Lead Time**

- Standard lead time for shipment is one to five (1-5) business days from receipt of order.

**Standard Payment Terms**

- Net 30 days.

**Pricing**

- Please refer to the published price list. Orders will be priced with the most current price at the time the order is placed.
- Prices are subject to change without notice. KWC will attempt to provide reasonable lead time for pricing changes.

**Claims / Charge Backs**

- Shortages must be reported within ten (10) days of delivery.
- Charge backs will not be accepted without an authorization number (RMA). RMA must be provided by a Regional Sales Manager, Distributor, or Customer Service.

**Returns**

- No returns will be accepted without a Return Authorization (RMA).
- A 25% restocking fee will be charged for ALL returns of product that is not damaged or was not mis-shipped.
- Return Authorization Requests for KWC Products must be submitted through Rep / Regional Manager.
- Return Authorization requests for KWC Products contact Franke/KWC Customer Service.

**Freight**

- Pre-paid freight for Luxury Products
  - All product lines, including parts, qualify for prepaid freight.
  - A \$2,500.00 minimum order value is required for pre-paid freight.
  - All Display and Literature orders will be shipped with pre-paid freight status.
- Expedited Shipping
  - Contact Customer Service for all expedited shipping requests.
  - Expedited shipping is available upon request but is not guaranteed.
  - Customer is responsible for all premium shipping charges.
- Drop Shipments
  - Drop shipment of internet orders is not available. All Internet Sales must be shipped from a KWC Authorized Internet Reseller.
  - Drop shipment is offered within 100 miles of customer's place of business, or within customer's state or a bordering state.

**Back Orders**

- Back orders are shipped as soon as stock becomes available. Back order shipments will match freight qualifying status of original order.
- Back ordered product will be considered an active order unless customer requests cancellation.

**Limited Warranty****Faucets**

All faucets purchased after January 1, 2003 and installed in a private residence carry a limited lifetime warranty on all mechanical parts to be free of manufacturing defects in material and workmanship under normal usage. Faucets purchased prior to 2003 are subject to the warranty in place at time of purchase. All chrome finishes carry a limited lifetime warranty; all other finishes are warranted for five (5) years from the original date of purchase.

**Marine and Outdoor Installation**

Franke faucets, soap dispensers, waste disposers and water dispensing systems are NOT warranted for Marine or Outdoor installations.

**General**

This warranty applies only to the original owner, providing the product has been installed in accordance with our installation instructions, used as recommended and in a normal residential application. In the event of a warranty claim, the owner will be required to provide proof of purchase, a sales receipt. This warranty covers all components which make the product operational. Franke and KWC, at its option, may repair or replace the product or components necessary to restore the product to good working condition. Franke and KWC reserves the right to inspect the installation prior to the actual replacement of the product or component part. **This warranty does not cover any product used in combination with a Reverse Osmosis Filtration System.**

This warranty does not cover misuse or abuse, accidental damages, scuffs or scratches, improper installation, abnormal usage, negligence or damage caused by improper maintenance or cleaning. Normal wear of parts is excluded from the warranty. Damage caused by impurities or acts beyond our control are not covered. Any product or part which has been repaired or altered in any manner outside of KWC's factory, unless previously authorized in writing by KWC, will void warranty. Any replacement excludes transportation and any labor re-installation costs. This warranty does not allow recovery of incidental or consequential damages such as loss of use, delay, property damage or other consequential damage, and KWC a division of of Franke accepts no liability for such damages.

The Franke/KWC warranty is limited to the above conditions and to the warranty period specified herein and is exclusive. FRANKE DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR AS PARTICULAR PURPOSE. This warranty gives you specific legal rights that may vary from state to state.

**Minimum Advertised Price Policy\***

Franke Kitchen Systems LLC has adopted a Suggested Minimum Advertised Price (MAP) Policy applicable to all Franke Kitchen Systems distributors with respect to advertising the Company's products via the Internet and elsewhere. Franke Kitchen Systems implemented this program to protect its image and reputation, as well as to encourage its distributors to provide effective and meaningful support for the Company's products.

A Franke Kitchen Systems distributor remains free to establish its own resale prices. However, a distributor may not advertise or otherwise promote Franke at a net price below the MAP established by Franke Kitchen Systems. Franke Kitchen Systems' distributors are not authorized to sell Franke products to entities or persons which advertise or otherwise promote Franke products at a net price below the MAP established by Franke Kitchen Systems.

**Use of Trademarks by Distributors**

Any reseller that violates the Franke Kitchen Systems MAP shall be restricted from using the trademarks and logos of Franke products, and shall face other possible consequences (as described in our Suggested Minimum Advertised Price (MAP) Policy) until they come into compliance with MAP. Notification of MAP violations shall come via a Cease and Desist letter or other similar letter.

**Please contact your Regional Sales Manager or Franke Kitchen Systems to obtain a copy of the Suggested Minimum Advertised Price (MAP) Policy. No representative of Franke Kitchen Systems other than the Division President has the authority to speak to or modify the terms and conditions of the Policy.**

\*Minimum Advertised Price (MAP) Policy is applicable to all Luxury Products

**Legal Disclaimer**

Please read carefully.

Franke Kitchen Systems provides the above information to you for as a public service to our customers. By accessing and using this information, you agree to the following and to comply with all applicable laws. If you do not agree with these terms and conditions, do not use this information. While we try to keep the information current, changes may have occurred since its creation. Contact your Regional Manager or Customer Service to verify information regarding Franke Kitchen Systems programs and their use by you.

**Copyright and Other Intellectual Property Rights.** This document and our website are protected by copyright pursuant to U.S. copyright laws, international treaties, and other copyright laws. This document and our website contains copyrighted material, trademarks, and other proprietary information of Franke Consumer Products, Inc. and Franke Kitchen Systems, LLC and others (collectively "Proprietary Material"), which may include, but shall not be limited to: text, software, photos, video, graphics, images, music and sound. You may not modify, publish, copy, transmit, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary Material without the prior written authorization of Franke Kitchen Systems or the applicable rights holder.

**Changes.** We may change these terms and any part (or all) of the information enclosed at any time without notice. Any changes will apply to your future use, so you should contact your Regional Manager or Customer Service periodically. If you use this information after any changes to these terms, then you accept those changes.

**Choice of Law.** We are a Delaware corporation and these Terms and Conditions, and the purchase of products from Franke Kitchen Systems, shall be governed by the substantive laws of the State of Delaware, including the Uniform Commercial Code as adopted in Delaware, and the United Nations Convention on Contracts for the International Sale of goods shall not apply. Any cause of action must be commenced within one year after the claim or cause of action arises. If a court of competent jurisdiction holds these terms and conditions or any part of them to be invalid, then that part shall be enforced to the maximum extent possible and the remainder of these terms and conditions will remain in full force and effect.

**How to Contact Us****Contact Information:**

Customer Service: 800-626-5771

Customer Service FAX: 888-685-0007

Customer Service Email: ks-customerservice.us@franke.com

Marketing Services: 800-626-5771

Marketing Services Email: ks-marketingservices.us@franke.com

**Mailing Address:**

Franke Kitchen System  
800 Aviation Parkway  
Smyrna, TN 37167

**Shipping Address:**

Franke Kitchen System  
600 Franke Drive  
Ruston, LA 71270

**Remittance Address:**

Franke Kitchen Systems  
3215 Paysphere Circle  
Chicago, IL 60674