

TERMS AND CONDITIONS

for Boardloch® brand security products

An order placed with Elite Products and Design, (referred to as “EPD” from this point forth) manufacturer of the Boardloch® brand products, or an authorized dealer of Boardloch® brand products, constitutes an offer by you, and by placing that order the purchaser agrees to the following terms and conditions of sale below.

Payment Options

Boardloch® brand products purchased directly from the manufacturer, EPD, have four payment options available to the purchaser:

- 1 – The purchaser may pay using a money order.
- 2 - The purchaser may pay using one of the credit cards listed on the order form.
- 3 - The purchaser may pay in advance by business, cashier or personal check; provided that shipment will be delayed until the check has cleared, after which EPD will be obligated to fulfill the order.
- 4 - With prior approval EPD will accept a Net-30 purchase order payment from educational and/or governmental agencies that produce a purchase order. Outstanding balances more than thirty (30) days past due will be assessed a 10% service charge plus an additional 5% for every fifteen (15) days there after until payment in full is received.

EPD collects sales tax for sales made to residents of the State of California. California resellers and tax-exempt organizations will need to appropriate tax identification information to avoid paying sales tax on purchases from EPD. Prices for products and shipping charges are subject to change without notice at any time prior to an order being placed.

Boardloch® brand products purchased from and authorized dealer may have alternative payment methods. Please consult your dealer for details.

Limited Warranty

Boardloch® brand products come with a ten-year limited warranty.

1) What is covered by this limited warranty?

This limited warranty covers defects in materials and workmanship of Boardloch® brand products manufactured by EPD on a prorated basis for a period of ten years from the invoice date. Products not manufactured by EPD, but resold as a Boardloch® brand products will have separate Terms and Conditions. The customer is responsible for requesting Terms and Conditions for products not manufactured by EPD. These products include bike racks and waste receptacles. *Finishes including galvanizing, zinc plating and powder coating are exclusive of this ten-year limited warranty and are have a one-year limited warranty.* EPD will repair or replace, at their sole discretion, any defective Boardloch® brand product upon payment of a service charge in the following amounts:

For products returned under this limited warranty during the first four years from the date of the original invoice a payment of 25% of the original invoice price, plus shipping and handling.

For products returned under this limited warranty during the fifth through seventh years from the date of the original invoice a payment of 50% of the original invoice price, plus shipping and handling.

For products returned under this limited warranty during the eighth through tenth years from the date of the original invoice a payment of 75% of the original invoice price, plus shipping and handling.

Obtaining service under this warranty does not operate to extend the warranty period. If EPD repairs or replaces a Boardloch® product under this warranty EPD will thereafter own all parts removed from repaired products or the replaced product.

2) What do I do if I need warranty service?

If you originally purchased Boardloch® brand products directly from the manufacturer, EPD, please e-mail, call, or write to Boardloch Customer Service to obtain a Warranty Authorization (WA) number. No Boardloch® products will be accepted without a WA number. The applicable warranty period above shall be determined by the invoice date and the date the WA number is issued.

If you originally purchased Boardloch® brand products directly from the manufacturer, EPD, you must return the product to us within ten days from the date that EPD issues the WA number, prepay shipping charges, and either insure the shipment or accept the risk if the product is lost or damaged in shipment. EPD may also require you to provide a written description of the defect(s), and photos of the defective area as a condition of performing the warranty.

If you originally purchased Boardloch® brand products from and authorized dealer you must contact your authorized dealer. Do not contact EPD directly. Your authorized dealer will work with EPD on warranty related issues.

This limited warranty may be transferred if the current owner transfers ownership and records the transfer with EPD. You may record your transfer by e-mailing, calling, or writing to the Boardloch® customer service.

3) Who do I contact for warranty related issues?

For Boardloch® brand products purchased directly from EPD contact:

BOARDLOCH CUSTOMER SERVICE
1042 N. Mountain Ave., #218
Upland, CA 91786
1-888-273-5624
Email address: info@boardloch.com

For Boardloch® brand products purchased from an authorized Boardloch® products dealer contact your dealer directly.

4) What is not covered by this limited warranty?

Boardloch® brand products that have been damaged, vandalized, altered, modified, exposed to corrosive materials, and/or assembled, installed, used not in accordance with product specifications are not covered.

Hardware failures, the movement or settling of mounting surfaces, the structural integrity of mounting surfaces or from unforeseen acts of God.

This warranty does not cover costs associated with the installation or removal of any Boardloch® products for return.

This warranty does not cover services not authorized by EPD.

This warranty does not cover damage caused by using accessories, parts, or components not supplied by EPD.

This warranty does not cover products for which EPD have not received payment.

If EPD determines that the problem is not covered under this warranty, EPD will notify you and inform you of alternatives that are available to you on a fee basis.

Return Policy

If you originally purchased Boardloch® brand products directly from the manufacturer, EPD, please e-mail, call, or write to Boardloch Customer Service to obtain a Return Authorization (RA) number within thirty (30) days of the date on the invoice for a credit or a refund of the price paid, less shipping and handling, provided that the product has not been installed, altered or otherwise damaged and is returned in its original packaging.

You must obtain an RA number in order to return the product for credit, and you must ship the products to EPD within ten (10) days of the date EPD issues the RA number. No returned Boardloch® products will be accepted by EPD without an RA number. You must also agree to prepay return shipping charges, and either insure the shipment or accept the risk of loss or damage during return shipment.

The returned product must be in as-new condition and returned with any other items that were included in the original shipment. Items that have been installed, altered or otherwise damaged are subject to a reduction or denial of the refund amount. All returns are subject to a restocking fee of twenty percent (20%) of the invoice price that will be deducted from any refund or credit.

If you originally purchased Boardloch® brand products from an authorized dealer you must contact your authorized dealer within thirty (30) days from the date on the invoice. Do not contact EPD directly. Your authorized dealer is responsible for working with EPD on product return related issues. Note: your authorized Boardloch® product dealer may have additional terms and conditions related to returned products. Please consult your dealer for details.

5) Who do I contact for product return related issues?

For Boardloch® brand products purchased directly from EPD contact:

BOARDLOCH CUSTOMER SERVICE
1042 N. Mountain Ave., #218
Upland, CA 91786
1-888-273-5624
Email address: info@boardloch.com

For Boardloch® brand products purchased from an authorized Boardloch® products dealer contact your dealer directly.

Shipping

Products are shipped F.O.B. Destination, freight prepaid and charged back, therefore a shipping and handling charge will be added to the invoice price. Most shipments (unless previously agreed upon in writing) will utilize UPS ground shipping as a carrier. The purchaser is responsible for making arrangements to receive the product and inspect the shipment upon arrival to ensure the proper order was received and that the material has not been damaged during the shipping process.

If the purchaser determines that the order is incorrect, the merchandise has been damaged, and/or if the purchaser refuses delivery of the order altogether, the purchaser must notify EPD (if the original order was placed directly with EPD), or the authorized dealer that sold the Boardloch® brand products to the purchaser, within three (3) business days from the date the order is delivered. Otherwise the order will be deemed to have been properly fulfilled by EPD.

Miscellaneous

The purchaser agrees that it is the responsibility of the purchaser to evaluate a mounting surface to determine whether it is suitable for mounting a Boardloch® product. The purchaser therefore agrees to accept sole risk and responsibility for the proper selection of a mounting surface and for any damages to the mounting surface resulting from improper selection.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. All express and implied warranties for the product, including, but not limited to, any implied warranties of merchantability or for fitness for a particular purpose are limited in time to the term of the limited warranty period. No warranties, whether express or implied, will apply after the limited warranty period has expired. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

EPD does not accept liability for consequential or incidental damages, including but not limited to any liability for third-party claims against you for damages or for products not being available for use. In any case our liability is limited to the amount paid for the product that is the subject of a claim. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The above Terms and Conditions shall be treated as though it were executed and performed in Upland, California, and shall be governed by and construed in accordance with the laws of the United States of America and of the state of California (without regard to conflict of law principles). The language in the above shall be interpreted as to its fair meaning and not strictly for or against any party.

Should any part of the above terms and conditions be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the boardloch.com internet web site is in conflict or inconsistent with the above, the above shall take precedence.

Boardloch® is a registered trademark of EPD, and all rights are reserved