

Arakawa Policy Information

Arakawa products are manufactured with careful attention to quality. We guarantee merchandise to have no defects in material and workmanship under normal use and service.

Limited Warranty & Remedies

Arakawa Hanging Systems USA, Inc. (AHS) assumes no responsibility for the misuse or misapplication of any products sold by this company. Arakawa products are sold with the understanding that the purchaser and/or user is thoroughly familiar with the correct application and proper use for which they are being purchased. As most Arakawa products are not suitable for exterior or high humidity applications (near HVAC vents), please consult an AHS representative to determine if specific products are suitable for high moisture environments. All Arakawa products are not suitable for chemical laden environments (such as indoor swimming pools). No warranty shall be extended to any goods which have been modified or altered by persons other than AHS. This warranty is made on the condition that the buyer gives AHS immediate written notice of any defect (no later than one [1] year from the date of the shipment), that buyer gives AHS access to the goods and buyer's relevant records and data, and that AHS inspection reveals that buyer claim is valid under the terms of this warranty.

Limitations on Liability

AHS shall not be liable for any loss or damage caused by delay in furnishing the products. Under no circumstances shall AHS be liable for any indirect, consequential, collateral, special, punitive, treble, exemplary or incidental damages (including, without limitation, loss of profits or goodwill) whether such claim is based on contract, negligence, tort, warranty or any other basis under or as a result of this contract or the products, irrespective of whether AHS has been advised of the possibility of any such loss or damage. In no event shall AHS aggregate liability under or as a result of this contract exceed the total amounts actually paid by buyer for the products purchased under this contract. The parties agree that the limitations on liability set forth in the contract are independent of any exclusive or limited remedies, and shall survive and apply even if such remedies are found to have failed of their essential purpose. No actions, regardless of form, arising out of the transactions under this contract may be brought by buyer more than one (1) year after the events which gave rise to the cause of action occurred.

THIS WARRANTY APPLIES TO THE GOODS ONLY AND NOT TO ANY COMBINATION OR ASSEMBLY OF THE GOODS OR ANY SERVICES OF AHS. AHS MAKES NO WARRANTY OTHER THAN THE WARRANTY SET FORTH HEREIN. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Product Quality Claims

Product quality claims must be submitted to AHS for inspection and determination of the claim. The AHS exclusive obligation under this warranty is--at AHS option--to either repair or replace the defective goods or to refund the buyer the purchase price paid for the defective goods. AHS shall not reimburse or make any allowance to the buyer for any labor charges incurred by the buyer for replacement or repair of any goods.

Returns

All returns and/or refunds must be made no more than 30 days from original invoice date. All returned items must be unopened and unused. No returns and/or refunds on cable. Authorized returns will be refunded, less a 10 percent restocking charge. Product shortages must be reported within 10 days after receipt. Special orders, modified items/parts, and cable are non-returnable/non-refundable.

Net 30 Accounts

For Net 30 open accounts, there will be a service charge of 1.5 percent per month or 18 percent per annum on all new balances not paid within 30 days from invoice date. The terms and conditions of this document take precedence over any conflict between it and the Buyer's purchase order.

Minimum Shipping/Handling Charges

A handling charge of \$4.00 or \$15.00 will be applied to all orders based on type of product purchased. Shipping is based on weight and market rate.