



Franke Kitchen Systems

Terms & Conditions

Ordering

- Once an order has been acknowledged, no changes (including additions or cancellations) will be accepted.
- Order acknowledgments are available via email to customers who provide an email address.

Lead Time

- Standard lead time for shipment is one (1) business day from receipt of order.

Standard Payment Terms

- Net 30 days.

Pricing

- Please refer to the published price list. Orders will be priced with the prevailing price at the time the order is placed.
- Prices are subject to change without notice, but we will attempt to give reasonable lead time when the need to change prices exists.

Claims / Charge Backs

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

Returns

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

Freight

- Pre-paid freight
 - All product lines, including parts, can be included in freight qualification calculations.
 - \$2,500.00 is the minimum order for pre-paid freight.
 - All Display and Literature orders will be shipped with a pre-paid freight status.
- Expedited Freight
 - Every attempt will be made to accommodate requests to expedite shipments.
 - If expedited freight is arranged, the customer will be responsible for premium freight charges.
- Drop Shipments
 - We will NOT drop ship internet orders. All Internet Sales must be shipped from an Authorized Internet Reseller's location.
 - Shipment must be within a reasonable geographic territory. We typically consider this to be within 100 miles of customer's place of business, or within customer's state or a bordering state.
- Fireclay orders shipping to showrooms qualify for Flat Rate Fee under the following conditions:
 - \$150 for up to two (2) fireclay units with related accessories.
 - \$300 for three to four (3-4) fireclay units with related accessories.
 - Standard shipping rate for fireclay order greater than 4 units.

Back Orders

- Back orders will be 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.

How to Contact Us

Contact Info:

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 Systems
800 Aviation Parkway
Smyrna, TN 37167

Shipping Address:

Franke Kitchen Systems
600 Franke Drive
Ruston, LA 71270

Remittance Address:

Franke Kitchen Systems
3215 Paysphere Circle
Chicago, IL 60674

Regional Sales Offices

Western Office

Massoud Salessi

(P) 503-691-2782

(F) 503-427-7844

massoud.salessi@franke.com

Midwest Office

Tim Dallas

(P) 615-930-7284

(F) -

tim.dallas@franke.com

Northern Office

Jeff Caltagirone

(P) 610-927-3728

(F) 610-927-3729

jeffrey.caltagirone@franke.com

Southern Office

Jeff Dyer

(P) 615-686-7733

(F) 919-869-1985

jeffrey.dyer@franke.com



Limited Warranty – Franke Luxury Products Group

Sinks

Franke warrants its sinks to be free of manufacturing defects in material and workmanship under normal residential usage for the lifetime of the sink.

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.

Water Dispensing & Filtration Systems

Franke water dispensing and filtration systems are warranted to be free from manufacturing defects for a period of five (5) years from the date of purchase.

Hot Water Tanks

Franke hot water tanks are warranted to be free from manufacturing defects for a period of one (1) year from the date of purchase.

Waste Disposers

Franke 1/2 horsepower disposer models are warranted to be free from manufacturing defects for five (5) years from the date of purchase. Franke 3/4 horsepower waste disposers are warranted to be free from manufacturing defects for five (5) or ten (10) years from the date of purchase, depending on model purchased –see paperwork included in packaging to determine the warranty length of your specific model. All 1 horsepower models carry a limited lifetime warranty.

Lotion/Soap Dispensers

Franke lotion/soap dispensers are warranted to be free from manufacturing defects for a period of *five* years from the date of purchase. Warranty does not cover damage caused by the use of aggressive soaps and lotions.

Accessories

Franke accessories are warranted to be free from manufacturing defects for a period of one (1) year from the date of purchase. This includes but is not limited to shelves, colanders, strainers, cutting boards and other accessory items.

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, at its option, may repair or replace the product or components necessary to restore the product to good working condition. Franke 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 Franke's factory, unless previously authorized in writing by Franke, 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 Franke accepts no liability for such damages.

The Franke 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.

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.