

## Warranty & Return Policy

850 N Dixie Hwy  
Boca Raton, FL 33432  
(561) 395-6544

**-Please Read-**

### **I. Metal Finishes & Platings**

A. Metal finishes may vary among manufacturers. Finishes with the same name from different manufacturers may vary in tone, depth, evenness, and/or sheen. It is not uncommon for a single manufacturer to use a different finishes or finish processes on various components of the same product, resulting in slight variations of tone and/or sheen.

B. Living finishes are unique artistic products and no two pieces are ever alike. A unique characteristic of these finishes are that they age and wear over time. These finishes will vary among different products or parts of the same product and over time each part will age into entirely different tones. For example, oil rubbed bronze finish has been known to evolve into a dark chocolate color on some occasions or a matte honey color, and even a green patina color.

C. Lifetime finishes do not go through a standard plating process, but rather they undergo a Physical Vapor Deposition (PVD) process which molecularly bonds to the base metal. This produces a virtually permanent coating of the metal and is often warranted for life. The warranty varies by manufacturer. These finishes may vary in tone from their traditional finish counterpart.

D. Relieved finishes are those finishes which are given their final appearance by subjecting the product to buffing wheels, grinding stones, media blastings, abrasions, acid washing, etcetera. Typically those finishes have names containing, but not limited to, the words; natural, vintage, antique, aged, distressed, sandcast, weathered, and hammered. These finishes will have a range of acceptable tones, sheen and evenness and therefore may be inconsistent among various items, including various components of the same product. Inconsistencies in the finish is a characteristic of this process and does not qualify for warranty claims.

E. Stainless steel products are not warranted to be rust free. In fact, particles in the air will adhere themselves to stainless steel and will oxidize the surface. These oxidized particles can be washed off with soapy water and leave no marks behind if cleaned regularly. Chemicals and acids can permanently stain the stainless steel surface if not cleaned immediately.

### **II. China, Fireclay, and Ceramic Products**

A. Colors applied to china products may vary in in tone and sheen from one product to another, even if they are of the same model. Some china products have plastic lids and covers which may vary slightly in tone and sheen when compared to the porcelain glaze.

B. All china products experience some shrinkage and deformation in the firing process. Slight surface undulations and irregularities are acceptable. The level at which those imperfections are considered acceptable is determined solely by the manufacturer.

### **III. Doors and Wood Products**

A. Wood products will have varying finishes. Wood grains vary in color, direction, density, and appearance even when harvested from the same tree. The angle that light hits the wood combined with viewing angle will also make a big difference in the color the wood appears. Wood also naturally ages and changes over time, becoming richer, darker or mellow. Wood is natural and as such; small surface splits (checks), small dark holes (pitch pockets), and darker mineral streaks are accepted by the industry. These are characteristics of wood and as such do not qualify for warranty claims.

B. Images in printed literature do not accurately depict the color of a wood stain. Different manufacturers' stain colors will vary, even those which carry the same name. The tone and intensity of a wood stain will vary when applied to different wood species.

C. All doors and other wood products to be exposed to the elements must be properly sealed on all sides, even those not in view to prevent warping, checking, splitting, delamination, expansion and contraction. These products may require re-sealing as often as twice per year, depending on their exposure.

### **IV. Unfinished Products**

A. It is acceptable for unfinished wood, metal and fiberglass products to show light stains, blemishes and/or imperfections. These are commonly incurred during transportation and/or machining of the product. Some products may also require sanding, removal of excess adhesive, filling in and repairing small blemishes, etcetera. It is the responsibility of the person finishing the product to correct any and all such imperfections during the preparation and finishing process.

### **V. Lead Times**

A. Product lead times are not guaranteed. The products offered by Everglades Design Center (hereafter referred to as EDC) are of the highest quality and their respective manufacturers take quality control very seriously. It is not uncommon for a manufacturer to require additional time than originally predicted in order to provide you, the customer, with a product that meets their highest levels of quality. EDC shall not be held responsible for delays in product arriving to our warehouse.

B. Many products sold by EDC are factory ordered and/or made-to-order and are often manufactured abroad. As such, accurate lead times are difficult to ascertain. EDC relies on the information provided by the manufacturers to estimate a lead time. Due to reasons mentioned in section A above, those lead times cannot be guaranteed.

#### **VI. Cancellations and Returns**

A. All items sold through EDC are special order and as such are not cancelable after one business day and not returnable. If an item must be canceled after one business day or returned at any point, restocking charges apply which may range from 20% to 100% of the purchase price and are based on the stage of production of the item and the manufacturers' policies. An additional shipping charge for returning the item(s) to the manufacturer may be charged.

B. Once modified or installed, products may not be returned. Pre-hung and pre-finished doors may not be cancelled or returned since they have been modified to suit a particular application, albeit by EDC.

C. Items are available for pick-up or delivery upon arrival to our warehouse from the manufacturers. Items left past 90 days after arrival to our warehouse may incur a storage fee. Items left in our warehouse for extended periods of time may show common signs of aging consistent with such, and shall be the responsibility of the purchaser to restore the product to its original luster.

#### **VII. Missing Parts**

A. While every reasonable effort is made to insure all parts and items required to complete a job are included in a quotation or order, a quotation or sales order is not guaranteed to complete any job or installation. Additional parts or items required to complete a job or installation, either by unforeseen jobsite conditions or omission, can be made available for purchase if available from one of our vendors.

B. All items are to be inspected by the recipient for obvious missing parts and concealed damages. Claims for missing parts and concealed damages must be made in the presence of the Everglades authorized agent at the time the merchandise is turned over to the recipient in order for claims to be rectified by the manufacturer or EDC.

#### **VIII. Installation and Pre-Finishing**

A. Installation of a product or modification, such as drilling, cutting, painting, staining, etc. of a product, shall be construed as acceptance of quality.

B. Installation instructions must be adhered to. EDC nor the respective manufacturer can be responsible for incorrect installation. We strongly recommend the use of highly qualified and experienced installers.

C. Installation services by EDC do not include the application for, nor the procurement of permits. Permits, if required, shall be the responsibility of the end-user.

D. Installation and prefinishing services performed by Everglades carry a ninety (90) day warranty against defects in workmanship. This warranty does not cover abuse, acts of God, or any application where said product is not properly protected from the elements, which includes perforation of the protective finish, direct exposure to sunlight, inadequate overhang, exposure to salt water, severe temperature differentials, and others.

#### **IX. Jobsite Specifications**

A. While every reasonable effort is made to insure a product is suitable and correct for its application, EDC shall not be held responsible for inaccuracies or omissions in customer supplied information including, but not limited to; size, colors, finishes, materials, brands, model numbers, type, application, style, and function. When site specific information is omitted, EDC may provide products with typical industry standard specifications. Returns or exchanges of such products shall adhere to provisions in Section VI, Cancellations and Returns.

#### **X. Product Warranty**

A. All products sold through EDC are warranted through their respective manufacturers. Any and all warranty claims shall be handled and evaluated by the respective manufacturer or manufacturers' representative. Please ask for a copy of the manufacturers' warranty if you would like to review their respective terms.

B. Products finished and/or installed by EDC shall be warranted against defects in material or workmanship for a period of ninety (90) days from the date of completion. EDC will repair or replace, at its sole discretion, any item deemed defective within the warranty period. When EDC is providing installation, there is often a need for a third-party contractor to provide modifications at or around the installation site before and/or after said installation is performed. EDC shall not be responsible for third-party work such as; plaster, tile cutting and/or replacement, woodwork, paint or wallpaper, or other material, as a result of the installation process.

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[www.evergladesdesign.com/downloads](http://www.evergladesdesign.com/downloads)

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