

The Splash Lab Terms and Conditions of Sale 2025

Offer, Governing and Cancellation. This writing constitutes an offer or counteroffer by The Splash Lab Corporation (“Seller”) to sell products described herein in accordance with these terms and conditions, is not an acceptance of any offer made by the buyer and is expressly conditioned upon assent to these terms and conditions. Seller objects to any additional or different terms contained in any purchase order or other communication previously or hereafter provided by buyer to Seller.

Price and Payment

- All prices are subject to change without notice unless they have already been ordered by the buyer.
- Quotations are conditioned upon acceptance within 60 days of the issue date unless otherwise stated and subject to correction for typographic or clerical errors. It is buyers’ responsibility to review quotes for accuracy against specification.
- Payment is due upon buyer’s receipt of Seller’s invoice, unless Seller requires payment in advance.
- Interest will be charged at 18% per year (but not more than the highest interest rate permitted by applicable law) on accounts more than 30 days past due.
- On custom products or on projects over \$50,000, deposits of 50% will be required, unless otherwise agreed upon in writing by the seller. The final 50% will be due prior to the goods being shipped from the sellers’ facility.
- Should legal action be necessary to enforce payment of an unpaid invoice, the Buyer will assume full responsibility for any court costs and reasonable attorney fees. All orders are subject to credit check and approval prior to shipment.
- Our remit to address is The Splash Lab USA, Inc 20803 Higgins Ct, Torrance, CA 90501. If you would like to send payment via bank transfer, please reach out to accounts.receivable@thesplashlab.com for banking details.

Taxes and Other Charges

- Sales and use taxes are typically included in the pricing provided in our quotes and invoices. However, it is the buyer’s responsibility to verify the accuracy of any applicable taxes and ensure compliance with relevant tax regulations.

Delivery

- Delivery of products to a carrier at Seller’s plant or other loading point shall constitute delivery to buyer, and regardless of shipping terms or freight payment buyer shall bear all risk of loss or damage in transit, the seller will provide any information that may be required in connection with any claim for such loss or damage.

- The seller reserves the right to make delivery in installments, unless otherwise expressly stipulated herein; all such installments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the buyer of its obligation to accept remaining deliveries.
- Buyer must make claims for shortages or other errors in delivery in writing to Seller within 2 calendar days after receipt of shipment and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims.
- Claims for loss or damage to goods in transit should be directed to the Seller, unless the Buyer has arranged shipment using their own carrier or freight account, in which case the Buyer should direct their claims to their carrier.
- Any shipment or delivery dates quoted by the Company are estimated. The Company shall be obligated to make reasonable efforts to meet such dates. The Company will in no event be liable for any delays in delivery or failure to give notice of delay, or for any other failure to perform hereunder due to causes beyond the reasonable control of the Company. Such causes shall include, but not be limited to acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials, or supplies.
- The Company will be entitled to refuse to make or to delay any shipments of the Products if the Buyer fails to pay when due any payment owed by it to the Company, whether under this or any other contract between the Company and Buyer
- Our standard quoted delivery time is 3-6 business days dependent on location in the USA.
- Delivery direct to site is an additional \$500.00 per delivery. When delivering to site, if the customer is not ready to receive the items or does not have the correct equipment to receive the goods and the shipment cannot be delivered, the customer must pay the re- delivery fee.
- If we are not provided with the correct delivery address on the purchase order, any changes to the delivery address after entail a \$250 delivery change fee.
- Expedited delivery is available, prices will be quoted for this upon request.
- Upon receipt of your order, please inspect all goods and **report any damages, errors, or missing items within 72 hours of delivery.** The Splash Lab is not responsible for damages, errors, or missing items after this window.

Deposits

- We require a minimum deposit of 50% on custom projects and orders over \$50,000.00.
- Orders will not be moved into production until the agreed deposit is received in full.
- Proforma accounts are required to pay the full order amount before the order is processed.

Custom Orders

- Custom orders will not be released until we have received the required deposit amount.
- Custom orders will not be released until we have received approved shop drawings and a purchase order.
- Lead times for custom orders will be provided once the purchase order, approved shop drawings, and required deposit have been received.
- If products are not manufactured to the approved drawings, sellers will replace the goods at their own cost. If, however, the goods are manufactured to the approved drawings and the buyer finds the approved drawings were not correct, the buyer must pay for replacement products.

Drawing Specification Approval

- Orders will not be moved into production until they have been officially approved by the buyer.
- Once approved, any changes made to the drawings will incur change fees of a minimum of 15% of the project value if the seller is still able to make the changes.
- All products are subject to change without notice. Unless stated in the purchase order, material will be furnished per the design in effect at the time the order is filled. Field dimensions must be submitted in writing and are the full responsibility of the Buyer. Changes in specifications or cancellations must be submitted in writing for review, the Buyer will be subject to charges incurred due to the extent of the change or cancellation. Non-stock and custom fabrications are not subject to cancellation.
- Our sinks are designed to work perfectly in conjunction with our bracket system, if alternative brackets are used with our sinks, this will void our warranty unless any changes are approved in writing by The Splash Lab.

Delivery

Product Fabrication – Expediting

- Our expediting fee for production is 25% of the product cost, this is normally a 3-4-week lead time, however this can vary based on our production schedule at the time, production approval will be provided at the time of release. This lead time does not include the shipping lead-time.
- For any custom products, order cancellations are not accepted.

Restocking Charge

- All items have a restocking charge of 35%. Restocking will only be accepted if the goods are standard items and have not been opened or installed.
- Credits for goods to be restocked cannot be applied for until the items have been checked in our warehouse and then we will apply for the credit note.

Warranty

The following outlines the key terms and conditions of our product warranty:

Sinks

- TSL backs every sink with a lifetime guarantee against material defect.

Fixtures

- TSL backs every fixture with a lifetime guarantee against material defect in the finish.

Moving Parts

- TSL backs all moving parts with a 3-year limited warranty against manufacturing defects.

Not Covered

- Components subject to wear and tear.
- Items or parts that are damaged or not working properly due to misuse, negligence or improper maintenance.
- Improper installation or installation by a non-licensed technician.
- Failure from external causes such as physical damage; exposure to adverse or hazardous chemicals or other substances; use of reactive cleaning agents and/or harsh chemicals or acts of nature.
- Stains on natural finishes, such as brass or stainless steel, that have been exposed to the natural environment or improperly maintained.
- Parts that have been modified.
- Moving parts installed in high-traffic areas. The Splash Lab offers customized warranty options for high-traffic areas; please contact TSL for details.
- Installation of replacement parts or labor costs.

Installation Requirements

- This product must be installed by licensed technicians following the steps in the instruction guide provided. Altering or modifying any components of any product will void the manufacturer's warranty. If the recommended pressure and temperature are exceeded or reduced, the warranty is voided.

Maintenance Requirements

- Never use abrasive sponges or products with abrasive substances such as chloride acid, ammonia, acetone, vinegar or bleach. The usage of these products can cause permanent damage and will void the manufacturer's warranty.

- TSL is not responsible for reimbursement of costs incurred for on-site management, coordination, trouble shooting, late deliveries, contractor fees, liability insurance, overhead costs, or profit costs.

Modifications

- The Splash Lab reserves the right to implement technological and/or manufacturing modifications as deemed necessary, without prior notice.

Return Materials Policy

- No materials shall be returned without a Returned Materials Authorization (RMA) from TSL Customer Service.
 - Returns must reference the RMA number and be shipped freight prepaid or the shipment will not be accepted.
 - Credit issued for the return will apply only to future shipments and will be subject to a 35% restocking fee.
 - Any cost associated with restoring a product to saleable condition will be deducted from the credit and any outgoing freight charges paid by TSL.
 - Non-stock and custom fabrications are non-returnable.
 - Credit will not be issued for less than \$100.00 unless material is proven defective.
 - Returns will not be accepted 30 days after shipment.
 - All returns must be addressed to The Splash Lab USA, Inc 20807 Higgins Ct, Torrance, CA 90501
- * Damaged goods, if applicable to freight claim, must be claimed within 2 days (along with pictures).

Return Materials Checklist

RMA's will not be accepted after 30 days of original ship date.

- Product must be carefully wrapped to prevent any damage.
- Product must be in original packaging or properly packaged with adequate packing material to prevent any damage upon return and marked with Model Number.
- Copy of RMA must accompany product being returned.