



Terms & Conditions

TERMS & CONDITIONS

Payment Terms

Payment in full is due upon receipt unless noted on the invoice. SALT Chamber accepts cash, check, and wire transfers direct into our account. Credit cards are accepted for professional services and some wholesale salt purchases only unless an exception has been made. SALT Chamber's published prices reflect a 3% discount on all cash payments. Given most of our equipment and décor are custom orders, all sales are final with no returns, exchanges or cancellations. Upon initial payment, the Customer accepts the Salt Chamber, LLC terms and conditions set forth herein.

Halogenerator Equipment Warranty

Our SALT FX® halogenerators are covered by our Manufacturer's warranty and serviced by the Exclusive Distributor, SALT Chamber, LLC. For new purchases as of January 2020, this is an aggregate, three limited, three (3) year warranty that covers defects in the manufacture, materials, and components of the SALT FX® halogenerators and subject to exclusions set forth herein-below and is contingent upon the proper maintenance, operation and climate conditions as further outlined in the above entities' respective operating manuals, which are incorporated herein by this reference. It is the responsibility of the Customer to read, understand, and operate the SALT FX® halogenerators according to the manual. The warranty commences upon delivery of equipment to the Customer. Our service center is open Monday thru Friday from 8:30 am to 5:00 pm (EST). For any issues or troubleshooting, please call our Main Office at 561-425-SALT (7258) or 1-855-LUV-SALT (588-7258). There may be some response during non-business hours, but that is not to be expected. Some Halogenerator models include a spare parts kit. If the issue(s) cannot be resolved via troubleshooting and additional and/or other replacement parts are necessary, SALT Chamber will then send the appropriate parts via UPS/USPS standard delivery (expedited delivery is not included but can be requested at the Customer's expense). Upon discovery of an suspected defect, Customer shall notify SALT Chamber by telephone or email as soon as practical, and in addition, by written letter within 48 hours of discovery of the defect of any claim whatsoever that Customer may have with respect to any product delivered hereunder, and failure to give such notice within the specified time shall constitute an unqualified waiver of all warranty claims with respect to the product(s). Upon receipt of notice from Buyer of defective or non-conforming product(s), SALT Chamber and/or its designee may inspect such product(s) at Customer's location or require that the product(s) be returned to SALT Chamber freight prepaid. Any replaced parts must be packaged and returned by the Customer with the proper Return Authorization form provided by SALT Chamber, LLC.

This Limited Warranty is non-transferable and will apply only to the original owner of the product purchased directly from Salt Chamber LLC. The foregoing limited warranty is exclusive and in lieu of all other warranties, whether express or implied or statutory, including, but not limited to, any implied warranty of merchantability or fitness for any particular purpose, both of which are expressly waived.

SALT Chamber, LLC is responsible for only the part(s) and labor associated with valid warranty claims for the halogenerator. Warranties shall not be applicable, and customer hereby waives same, in the event of the following: 1) modification of the equipment; 2) operating and maintaining the equipment without the proper conditions (see manual for proper operational environment); 3) Deterioration due to normal wear and tear or aging; 4) Damage caused by negligence, misuse, abnormal operation or improper installation of the equipment; and 5) Damage caused by outside natural occurrences, such as lightning, fire, flood, acts of nature, or the like.

This Warranty is exclusive and in lieu of all other warranties and the remedies provided for under the law and constitutes the sole recourse of the Customer against Salt Chamber, LLC and its agents and affiliated companies for breach of any obligations to the Customer, whether the claim is made in tort or in contract, including claims based on warranty, negligence, strict liability, fraud, misrepresentation or otherwise. **THERE ARE NO WARRANTIES OR CONDITIONS, WHETHER EXPRESSED OR IMPLIED, FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE WARRANTY PROVIDED FOR HEREIN. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CASE SHALL Salt Chamber or its agents and affiliated companies BE LIABLE**



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TO CUSTOMER OR ANY INDIVIDUAL OR ENTITY UTILIZING THE EQUIPMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT, LOST BUSINESS OPPORTUNITY, LOST REVENUES OR ECONOMIC DAMAGE OF WHATEVER NATURE ARISING OUT OF OR RELATING IN ANY WAY TO THE PRODUCT AND/OR BREACH OF THIS OR ANY OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY SALT CHAMBER'S OWN NEGLIGENCE OR FAULT AND EVEN IF SALT CHAMBER, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

Limitation of Damages: Any and all liability of SALT Chamber with respect of any verified warranty claim or any damage arising out of or connected with this Limited Warranty, the warranties of the manufacture, any and all warranties provided hereunder, including, including but not limited to delivery, installation or use of the product will not exceed the total of the purchase price of the product as indicated on the original invoice.

CONSEQUENTLY, Salt Chamber SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON ALL SUCH CLAIMS, WHETHER FOR PRODUCT DEFECT, THE PRODUCT FAILED TO GIVE WARNING, OR OTHERWISE, OTHER THAN THE LIMITED WARRANTY OBLIGATIONS OF SALT CHAMBER PROVIDED HEREIN.

SALT Booths®

The Multi SALT FX® halogenerator that is included with SALT Chamber's SALT Booths® is covered under the warranty listed above, which is incorporated herein by this reference. Once SALT Booth® is received and inspected by Customer, should there be any defects or damages from shipping, defects in material and workmanship or the production of the furniture and components, it is the responsibility of the Customer to immediately notify SALT Chamber upon inspection (and no longer than 48 hours of delivery receipt, time being of the essence). SALT Chamber will examine the product/component and decide, at its sole discretion, if it is covered under this limited warranty. If considered covered, SALT Chamber through its own service operations, or by approved technician, will then, either repair or replace the defective component of the SALT Booth® and any claimed damages, defective parts, which are subject to the same and/or similar warranty exclusions already set forth hereinabove, all within its sole discretion.

This limited warranty does not apply to a SALT Booth® that has been stored or assembled incorrectly, used inappropriately, abused, misused, altered, or cleaned using the wrong cleaning methods or with the wrong cleaning products. This limited warranty does not cover normal wear and tear, cuts or scratches, or damage caused by impacts or accidents. This limited warranty does not apply if the products have been placed outdoors, in prolonged direct sunlight or in a humid environment.

Salt Décor Bricks and Panels

The Himalayan salt utilized for our salt décor installations is a natural, earth-formed material that has existed for over 200 million years and will not deteriorate unless constantly exposed to moisture and/or humidity levels over 50%. Our Architectural, Select and Custom Himalayan bricks are hand cut from salt rocks to form various sizes and types of bricks. Similar to natural elements, these bricks can vary in color variations from light pink to a darker pink and from a lighter white to a darker white. Because these products are mined in nature and then shaped by hand in Pakistan, the bricks may not be exact sizes so consideration should be given when it comes time for installation, and Salt Chamber provides no warranty, expressed or implied, with respect thereto. Our custom-made Himalayan Salt Panels are made from 100% raw non-processed Himalayan salt in various grain sizes, pebbles and chunks and are molded to a 22" x 22" tile that can be easily screwed, cut, and sawed. Customers should inspect their shipments upon delivery and report any damages that may occurred immediately by contacting SALT Chamber within 48 hours of delivery received.



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Salt Décor Installation Warranty

SALT Chamber can supply Himalayan salt décor and installation materials and methods, however, SALT Chamber does not warranty the actual installation of the salt décor provided by a third party contractor/vendor/individual, and Customer knowingly and voluntarily waives any and all liability of whatever nature against Salt Chamber with respect to the installation of Salt Décor related materials. The LED lights supplied by SALT Chamber are covered by their Manufacturer's warranty for parts only. Any labor or additional costs incurred related to replacing the warranted LED lights are the responsibility of the Customer. No other installation material (such as adhesive, acrylic, etc.) is subject to the warranty provided hereunder.

Shipping & Delivery

Shipping estimates or quotations are calculated based on the description, projected size, the weight of the shipment, and prices given to us by the carriers. All estimates quoted and/or invoiced are based upon conditions prevailing at the date of invoicing or quotation and could vary based on actual shipping day due to weather, road conditions, fuel rate changes, etc., therefore SALT Chamber reserves the right to amend or adjust the original quoted amount or re-invoice the Customer. Unless otherwise specified, shipping is estimated with the lowest cost carrier and includes a curbside lift gate delivery surcharge and insurance fees. Additional fees may apply for other charges including appointment delivery, reweighs and reclassifications, "white glove" inside delivery or various other accessorial services, and they must be specifically requested of SALT Chamber.

SALT Chamber relies on Third Parties for freight, and logistics and delivery times, even with guaranteed times and promises from the respective carriers, are not controlled or managed by SALT Chamber. If there are delays in deliveries, SALT Chamber shall not be liable, and the Customer agrees to accept such deliveries when made. If SALT Chamber is unable to deliver material for any of the following causes; inadequacy of labor, fuel, power, materials, facilities, strikes, lockouts, war, blockages or embargoes, acts or requirements of any State or beyond reasonable control of SALT Chamber, whether of a similar or different nature than the foregoing, then SALT Chamber shall not be liable for any liability for such delays or actions.

Claim Information

SALT Chamber shall use reasonable care in its selection of third parties; advice by SALT Chamber that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that SALT Chamber warrants or represents that such person or firm will render such services nor does SALT Chamber assume responsibility or liability for any action(s) and/or inaction(s) of such Third Parties and/or its agents, and Customer agrees and acknowledges that Salt Chamber shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a Third Party or the agent of a Third Party; all claims in connection with the act or omission of a Third Party shall be brought solely against such party and/or its agents in connection with any such claim, although SALT Chamber shall reasonably cooperate with the Customer, which Customer shall be liable for any charges or costs incurred by the SALT Chamber with respect thereto.

SALT Chamber may assist in the claim filing process. If SALT Chamber is involved, they will use commercially reasonable efforts to assist and cooperate with the Customer to investigate and process with the Carrier any freight loss or damage claims occurring during the transportation services rendered to such Customer. The Carrier liability and claims process for any cargo damage, loss, or theft from any cause shall be determined under the Carmack Amendment, 49 U.S.C. 14706 and 49 C.F.R. §370.1 et seq. respectively. Customer agrees and acknowledges, however, that SALT Chamber is not liable for any damages with respect to any violation of said statute.

Inspection of Goods

As soon as goods are delivered to the Customer, Customer shall be under an affirmative obligation to promptly inspect the goods, whether or not the inspection of the goods is difficult due to size or the goods or manner of packaging of the goods. Notice in writing shall be given within 48 hours of receipt of goods of any defects or omissions. Failure to give written notice specifying in detail the objections of the Customer within the afore-mentioned 48 hours following receipt shall constitute irrevocable acceptance of the goods and potential waiver of any warranty with respect thereto.



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Goods subject to a complaint must be kept intact and protected as directed by the shipping Carrier. If the shipment of the goods is postponed or delayed by the Customer for any reason, the Customer agrees to reimburse SALT Chamber for any and all storage costs and other additional costs resulting therefrom. Claims for shortages or other non-conforming goods must be made in writing to SALT Chamber within forty-eight (48) hours after receipt of shipment at destination. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Customer.

Turnkey Projects (If applicable)

SALT Chamber will provide the Turnkey scope of services described above and agrees to devote appropriate working time and efforts to the business and affairs of the Customer and the full and timely performance of its duties and responsibilities. The Turnkey Project is not contingent on whether Customer proceeds with its proposed project and/or business. The Fee does not include travel and out of pocket expenses. If there are any travel or out-of-pocket expenses, they be billed at cost with Customer upon advance notice. To the extent that the Customer desires to open more than one location, the Company may enter into a new Consulting Agreement with Company governing the additional location/s.

SALT Chamber does not represent, warrant or guarantee that the Customer will attain any level of success or income. Success in any endeavor is based on many factors individual to you. SALT Chamber does not know your skills, your prior experience, the time you can and will devote to the endeavor or whether your location will impact your business. There is no guarantee that Customer will earn any money using any of the ideas presented or materials or equipment utilized. Many factors will be important in determining Customer's actual results and no guarantees are made as to results Customer will achieve. Customer agrees that Company will not share in Customer's success, nor will we be responsible for Customer's failure or for Customer's actions in any endeavor Customer may undertake, and Customer agrees to fully release, indemnify and hold SALT Chamber harmless from same.

The Customer understands and acknowledges that confidential and proprietary information ("Confidential Information") has been developed or obtained by SALT Chamber by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of SALT Chamber which provides SALT Chamber with a significant competitive advantage, and thus, needs to be protected from improper disclosure. It is anticipated that Customer may be provided with Confidential Information in conjunction with its business interactions with SALT Chamber. In consideration for the receipt by the Customer of the Confidential Information that may be provided By SALT Chamber to Customer, the Customer agrees to keep any such Confidential Information in strict confidence, and to not disclose, distribute or share any aspect of the Confidential Information at any time without the expressed written permission of SALT Chamber. SALT Chamber will in turn, agree to keep information shared and provided by the Customer as confidential.

Governing Law

Any dispute arising from or relating to these Terms and Conditions shall be in the state or federal courts located in Broward County Florida, USA, and Customer remits to the jurisdiction and venue of such courts, and specifically waives any defense of Forum Non-Conveniens or lack of personal jurisdiction. This warranty shall be governed by and construed in accordance with the laws of Florida without regard to its conflicts of law principles.