

Terms and Conditions

Acceptance of any order by seller is expressly conditioned upon assent by buyer to the following terms and conditions. Seller shall sell its goods only on the exact terms and conditions expressed herein, regardless of any additional or different terms that may be embodied in any purchase order, and buyer's acceptance of the goods shall constitute assent to such terms and conditions.

- 1) Price – The prices for the goods stated herein are subject to change without prior notice.
- 2) Returns – All returns of stock items must be made within 60 days of purchase date. Any and all returns of nonstock items must be made within 30 days of purchase date and are subject to restocking fees and freight fees. If the buyer would like a refund and the items being refunded were originally paid for by cash over \$25, seller will mail a check for the refund amount, unless the refund is being made the same day as the purchase.
- 3) Interpretation and Modification – This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 4) Limited Warranty – Seller warrants its goods to be free from defects in material and workmanship at the time of delivery. Seller will assist, if necessary, in communication with manufacturer to enforce manufacturer provided warranty. SELLER MAKES NO WARRANTY FOR MERCHANTABILITY, NO WARRANTY THAT THE GOODS ARE FIT FOR A PARTICULAR PURPOSE, AND NO OTHER WARRANTY, EXPRESS OR IMPLIED. Seller's liability extends only to assist in the communication with the manufacturer. Seller shall not be liable for any incidental, consequential, or special damages.
- 5) Remedies Exclusive – The remedies provided in this contract are the exclusive and sole remedies of the buyer.
- 6) Limitation of Damages – In the event of breach of repudiation of this contract by seller, buyer shall not be entitled to recover any incidental, consequential, indirect or special damages of any kind. Seller's liability shall not exceed replacement of non-conforming goods, or at seller's option refund of the purchase price.
- 7) Time of Rejection and notice – all claims for damages, error or shortages in goods delivered by seller to buyer under this contract shall be made by the buyer within a period of three (3) days after the goods are delivered to buyer. Failure to make any claims within three (3) days shall constitute an irrevocable acceptance of the goods and an admission that they fully comply with all terms, conditions and specifications of this contract.
- 8) Risk of loss – The risk of loss of all goods shall pass to the buyer as soon as the goods are properly delivered to the buyer's specified address or picked up from the seller's counter.
- 9) Time for Bringing Action – Any action for breach of this contract or any warranty hereunder must be commenced within one year after the cause of action has occurred.