

## TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale govern the purchase of products from this website (the "Site"), which is provided by Schletter Inc. ("Schletter" or "the Company" or "we"). Each person who uses the Site to purchase or attempt to purchase products ("Customer" or "you") is deemed to have accepted these Terms and Conditions of Sale.

### 1. TERMS AND CONDITIONS OF SALE ARE BINDING FOR ALL PURCHASES

All orders are deemed offers by Customers to purchase products. All orders are subject to acceptance by Schletter, which occurs only when Schletter confirms the order and/or ships the products specified in the order. Schletter's acceptance of each offer is expressly subject to and conditioned on the Customer's assent to these Terms and Conditions of Sale. There may be times when we offer a product that has its own terms and conditions that apply in addition to these Terms and Conditions of Sale. In such cases, Schletter's acceptance of each offer is expressly subject to and conditioned on the Customer's assent to these Terms and Conditions of Sale and the terms and conditions specific to that product.

### 2. PRICES

2.1 *General.* All prices posted on the Site are subject to change without notice, but no price change shall affect orders already accepted. Posted prices are for orders only and do not include taxes or charges for shipping and handling. All prices are listed in U.S. Dollars.

2.2 *Item Price.* We cannot confirm the price of an item you place in your Shopping Basket until you are ready to place an order. However, we do not charge your credit card until after you place your order.

2.3 *Order Details.* Estimated sales or similar taxes, shipping costs and handling charges will be added to your order after you complete the Order Details form and enter your shipping address. After you enter your shipping address, but before you place your order, you will see the Payment Information page showing the estimated taxes, shipping costs and handling charges applicable to your order.

### 3. TAX

3.1 *General.* The amount of sales or similar tax charged on orders depends on several factors, including the location from which items are shipped, the types of items purchased, and the destination of the shipment. If an item is subject to sales tax in the state to which it is shipped, the amount of tax is generally calculated on the total selling price of the item. In accordance with state tax laws, the total selling price of an item will generally include item-level shipping and handling charges, item-level discounts, packaging charges, and an allocation of order-level shipping and handling charges and order-level discounts. The tax rate applied to your order will generally be the combined state and local rate for the address to which the order is shipped. Therefore, the tax rate applied to an order shipped to a particular address within a state may be different than the tax rate for an order for the very same items shipped to a different address in the same state.

3.2 *Estimated Sales Tax.* Tax law changes may occur between the time you place an order and the time your order is shipped, and these changes can affect the calculation of sales

taxes. The amount appearing on your order as Estimated Sales Tax may differ from the taxes ultimately charged. Please contact us at [store.us@schletter-group.com](mailto:store.us@schletter-group.com) if you have a question about the amount of tax charged on your order.

**3.3 Tax Exemption.** Certain states and local taxing jurisdictions grant exemptions from sales and/or similar taxes. Such exemptions are or may be subject to or dependent upon fulfillment of conditions which vary from one state and/or local jurisdiction to another, and often are dependent upon where the items purchased will be delivered. If you possess any tax exemption certificate(s) and would like to make tax exempt purchases from the Site, you must create a Schletter online account ("Account") and establish your Account as tax-exempt ("Tax-Exempt Account") by sending to [store.us@schletter-group.com](mailto:store.us@schletter-group.com) any applicable tax exemption form(s) issued to your company before you place an order. After the information has been verified, you will receive an email confirming that your Tax-Exempt Account has been established as to the state and/or local taxing jurisdictions covered by the tax exemption certificate(s) so provided. If you possess tax exemption certificates for more than one state and/or local taxing jurisdiction, a separate Tax-Exempt Account must be established for each state and/or local taxing jurisdiction covered by the tax exemption certificate(s). Establishing your Tax-Exempt Account(s) before you place your first order will ensure no tax is charged on the order. If you place your order before you set up a Tax-Exempt Account, tax will be charged. Customers are responsible for providing valid tax exemption certificate(s). Applicable taxes will be charged if Schletter has not received valid tax exemption forms. Please contact us at [store.us@schletter-group.com](mailto:store.us@schletter-group.com) if you have questions about your Tax-Exempt Account or your tax-exempt status.

## **4. PAYMENT**

**4.1 Form of Payment.** The Site accepts the following credit cards for payment for orders: MasterCard, Visa, Diners Club, and Discover. The Site also accepts debit cards having a MasterCard, Visa, Diners Club or Discover logo. Customers who have credit arrangements with Schletter may order items other than workshop items under those arrangements. The Site does not currently accept payment by cash, check, purchase order, wire transfer, PayPal, Smart Card or any other payment method. Please contact us at [store.us@schletter-group.com](mailto:store.us@schletter-group.com) if you have questions about payment methods available at the Site.

**4.2 Security.** The Site uses an SSL encryption protocol to protect the security of credit and debit card numbers. Although it is necessary to transmit entire credit or debit card numbers to the appropriate credit card company or bank when the Site processes an order, the credit or debit card number is encrypted during transmission and is not stored. In all other cases only the last four digits of the credit or debit card number are revealed or stored.

**4.3 Authorization Process.** When an order is placed, we will contact the issuer of the credit or debit card to confirm that the card number is valid and the card has not been reported lost or stolen. This information is communicated as part of a full authorization for the amount of the purchase.

## **5. SHIPPING AND HANDLING**

**5.1 General.** Schletter will arrange for shipment of the products only within the United States. Title and risk of loss and damage pass to you upon Schletter's transfer of the products to the carrier. You will pay all shipping and handling charges. Shipping schedules

are approximations and cannot be guaranteed. Schletter is not liable for any consequences of delays in shipments.

**5.2 Estimated Shipping Charges.** Shipping charges shown when orders are placed are estimates only and may change based on changes in rates charged by carriers, delivery area surcharges and/or shipment and/or packaging methods. The actual shipping charges applicable to an order may differ from the amount shown on the order as the Estimated Shipping charges.

**5.3 Customer Pick Up.** Customers have the option to pick products up at Schletter's Arizona facility located at 2201 N. Forbes Blvd., Tucson, Arizona or at Schletter's North Carolina facility located at 1001 Commerce Center Drive, Shelby, North Carolina. This option must be selected during the checkout process. After an online pick-up order has been placed, the customer will receive a telephone call from Schletter to confirm when the order will be ready and to schedule a time for pick up. The call will be placed to the phone number entered during checkout. Items must be picked up within 72 hours after payment has been processed. Pick up hours are from 7:30 am to 4:00 pm local time Monday – Thursday and 7:30am to 1:30pm local time on Friday.

## **6. CHANGES, CANCELLATIONS, AND RETURNS**

**6.1 Changes.** Customers may cancel or make changes to orders at any time during the checkout process before an order is actually placed. Orders are processed electronically and cannot be canceled or changed after they are placed. If an order is processed in error, contact us immediately at [store.us@schletter-group.com](mailto:store.us@schletter-group.com) or call 704-595-4200.

**6.2 Cancellations.** Schletter reserves the right to decline or cancel orders at any time. Order acceptances, confirmations, invoices, shipment confirmations and other communications will be sent by e-mail to the address provided by the Customer at the time the order was placed. Schletter will not be responsible for failures in e-mail communications. If payment cannot be processed or is delayed for any reason, Schletter may, without liability, cancel any accepted order before shipment.

**6.3 Finality of Sales.** Except for orders to attend workshops, all sales are final at the time the order is placed. Workshop orders may be cancelled and/or the quantities of workshop orders may be reduced not fewer than five (5) business days prior to the scheduled workshop date. Any additions, quantity changes, or specification changes made to placed orders for workshops will generate a new acknowledgement for the entire order. To cancel or reduce the quantity of a placed workshop order, email us at [store.us@schletter-group.com](mailto:store.us@schletter-group.com) or call 704-595-4200. Placed orders for items other than workshops cannot be cancelled and ordered quantities of such items cannot be reduced, nor can any such ordered items or products be returned or exchanged. If you wish to contact us about an order, e-mail us at [store.us@schletter-group.com](mailto:store.us@schletter-group.com) or call 704-595-4200.

## **7. WARRANTY INFORMATION**

Schletter's Limited Warranty applies only to products manufactured by or for Schletter that are identifiable by the Schletter logo, tradename, or trademark affixed to them. Schletter's Limited Warranty does not apply to products that are not Schletter-branded or to third-party software distributed by Schletter. Third-party software distributed by Schletter may have the benefit of a manufacturer's warranty; see the Software License Agreement for more

information. If Schletter's Limited Warranty applies to an item, the Limited Warranty will be available on the product's information page.

## **8. MISCELLANEOUS**

Specifications and descriptions are estimates but are not guaranteed and are subject to change without notice. Schletter reserves the right to furnish materially equivalent substitutes for materials which cannot be obtained in sufficient quantities, or to cancel the excess portion of the affected order. Schletter shall be deemed not to be in default if its performance is delayed or rendered impossible by Acts of God (including fire, flood, earthquake, storm, hurricane, tornado or other natural disaster), wars, invasions, acts of enemies, foreign powers, hostilities (whether or not war is declared), civil unrest, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanctions, blockages, embargos, shortages of materials, labor disputes, strikes, lockouts, or interruption or failure in electrical, electronic, internet, telephone, transportation or other necessary services provided by third parties or another reason beyond Schletter's control. Schletter may revise or modify products, product information, or pricing without notice. Schletter is not responsible for typographic, facsimile, or printing errors. Schletter shall not be responsible for, and no act of Schletter shall constitute any undertaking or responsibility for, any tasks or functions of construction management, compliance with any applicable building or permitting codes, laws, regulations, or requirements, surveying, project inspection, planning, coordination, the assembly process, or installation of any project into which products purchased from the Site are incorporated. If any part of these Terms and Conditions of Sale is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the lawfulness, validity and enforceability of any remaining provisions. These Terms and Conditions of Sale constitute the entire agreement between Schletter and Customer relating to the subject matter hereof. To the extent any order acknowledgement, order confirmation, invoice, or the like is inconsistent with these Terms and Conditions of Sale, unless expressly agreed in writing otherwise, these Terms and Conditions of Sale will govern.

## **9. APPLICABLE LAW**

These Terms and Conditions of Sale will be governed and interpreted in accordance with the substantive laws of the State of Arizona, without giving effect to principles of conflict of laws. Customer specifically disclaims application of the Convention on Contracts for the International Sale of Goods.

## **10. VENUE FOR DISPUTES**

Any dispute between or involving Schletter and Customer with respect to or arising out of these Terms and Conditions of Sale or pertaining to the subject matter of these Terms and Conditions of Sale or any transaction or other undertaking between them which is subject to these Terms and Conditions of Sale shall be resolved only by proceedings instituted and conducted in the Superior Court of the State of Arizona in Pima County, Arizona. Customer hereby (i) waives the right to sue or be sued in any other court or jurisdiction and agrees to submit to the exclusive *in personem* and subject matter jurisdiction of such court, (ii) waives all claims or contentions that such court does not have personal jurisdiction over Customer or subject matter jurisdiction over the dispute or is an inconvenient forum for resolution of the dispute, and (iii) agrees that process may be served upon Customer in any such proceeding in accordance with Arizona law and the rules of such court. However, notwithstanding the

foregoing, Schletter shall also be entitled to institute legal proceedings involving Customer in any court located in Customer's place of domicile or in any jurisdiction where Customer maintains a place of business.

Last updated: June 7, 2013