

# TERMS & CONDITIONS

## Applicable Law

The Terms and Conditions set forth herein are governed by the laws of the State of Missouri and such laws and jurisdiction shall govern any disputes that arise between Buyer and Seller.

### Sales:

All sales are expressly conditional on Buyer's agreement to Seller's standard terms and conditions. Any of the terms and provisions of Buyer's order which are inconsistent with or in addition to the terms and conditions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the merchandise referred to herein. Acceptance of the terms and conditions hereof by Buyer shall be provided to Seller in writing; however, in the absence of such written notification, the sale and shipment by Seller of the merchandise covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof.

No modifications of these Terms and Conditions shall be binding unless in writing and signed by an authorized representative of Seller.

### Pricing and Availability:

Although Seller tries to ensure that all details, descriptions and prices are accurate, errors may occur.

If Seller discovers an error in the price of any goods which Buyer has ordered, Seller will inform Buyer as of this as soon as possible and give Buyer the option of reconfirming Buyer's order at the correct price or cancelling it. If Seller is unable to contact Buyer, Seller will treat the order as cancelled. If Buyer cancels after payment of the goods has been made, Buyer will receive a full refund.

### Warranties & Limitation of Liability:

The goods sold by Seller are products deemed to be produced within acceptable methods of similar goods. Seller is committed to customer satisfaction and will make reasonable attempts to rectify customer concerns related to quality or mechanical functionality for a period of 12 months from shipment date. Except as to title, SELLER GIVES NO WARRANTY EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE.

Seller shall not, under any circumstances be liable for any special, direct, indirect, incidental, exemplary, or consequential damages to persons or property arising out of or connected with the transactions contemplated hereby or the manufacture, subsequent sale, or use of the goods, including, but not limited to, loss of profit or revenues, loss of use in the products or any associated equipment, cost of capital, cost of substitute products, facilities, service or

replacement power, down time, costs or claims of Buyer's customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall indemnify and defend Seller and its suppliers against any such damage. Seller's maximum liability for any reason shall be the value of the goods purchased by Buyer under this agreement, subject to the right of removal and return of the goods sold as provided below.

### **Delivery, Title and Risk of Loss:**

Delivery dates are approximate and based upon receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made, and title will pass F.O.B. point of shipment to Buyer and each shipment or delivery shall be considered a separate and independent transaction. Risk of loss or damage pass to Buyer on delivery. Freight Charges are listed as a separate line item in the invoice and included the "Total" invoice line.

### **Excusable Delays:**

Seller will make a reasonable effort to notify Buyer of any material delay and will specify a revised delivery as soon as practicable. Seller will not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform as a result of acts of God, fire, acts of civil or military authority, government priorities, strikes or other disturbances, floods, epidemics, war, riots, delays in transportation or car shortages, or inability on account of causes beyond the reasonable control of Seller to obtain necessary materials, components, service or facilities, or any other cause beyond Seller's reasonable control. In the event of any such delay, there will be no termination and the date of delivery or performance shall be extended for a period equal to the time lost by the reason of delay.

### **Returns:**

Merchandise is not returnable without the written consent of Seller. Requests of permission to return must be made within thirty days after receipt of shipment. Seller will assign an authorized number for approved returns which must appear on both Buyer's shipping container and the related debit memo. Only current items in their original cartons, standard package quantities are subject to return.

All unauthorized returns will be sent back to Buyer at his expense. Return shipments must be pre-paid and shipped in accordance with the instructions set forth on the return authorization form. Seller does not take title to returned items until the item arrives to at Seller's warehouse. At Seller's discretion, a refund may be issued without requiring a return. In this situation, Seller does not take title to the refunded purchase. Credit will be issued, less any transportation charges and service charges to cover handling, inspection, counting, repackaging, restocking fees, etc.

## **Payments and Financial Conditions:**

You enter into a legally binding contract to purchase an item when you commit to buy an item. You must have a payment method on file when making a purchase.

Seller charges Buyer's credit card at the point of buyers online placement of purchase due to the product being custom and the buyers direction of online purchase. Due to the nature of the product, orders once placed by the buyer, it cannot be cancelled unless prior approval of the seller.

Buyer is responsible for ensuring all information provided to the Seller is true and accurate and that Buyer is an authorized user of the credit or debit card used to place Buyer's order and that there are sufficient funds to cover the cost of the goods.

If Seller commences litigation or employs attorneys to collect payment of any amounts due it from Buyer, Buyer agrees to pay all actual attorney's fees and costs incurred by Seller.

## **Disclosure of Information:**

Any information, suggestions or ideas transmitted by Buyer to Seller, or in performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing and signed by a duly authorized Officer of Seller.

## **Taxes:**

In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any product or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities. Seller will only collect sales taxes for the State of Missouri.

The display vault (High Speed Metal Fabrication, LLC ) and [www.displayvault.com](http://www.displayvault.com) ("Seller") sells products to you ("Buyer") within the limits of the following Terms and Conditions.

## **Use of the Seller's Website and Products**

In connection with all dealings between Buyer and Seller, Buyer will not:

- Post or upload inappropriate content to Seller's website.
- Breach or circumvent any laws, our systems, policies or Buyer's account status.
- Use Seller's Website for purchases if Buyer is not able to form legally binding contracts which include but is not limited to being under the age of 18 years, or Buyer is temporarily or indefinitely suspended from using Seller's websites, services, applications or tools.

- Transfer Buyer's account and user ID to another party without Seller's consent.
- Distribute viruses or any other technologies that may harm the Seller or the interests or property of users on Seller's website or products.
- Use any automated means such as robot, spider or scraper to access our website, business or products for any purpose.
- Reproduce, perform, or display content that belongs to Seller outside of Seller's website without consent.
- Circumvent any technical services Seller provides to the website.

Buyer is free to stop using Seller's website at any time for any reason. If Seller believes or discovers that Buyer is abusing Seller's website or its purchase restrictions in relation to any products in any of the ways listed above or otherwise, Seller may, at Seller's discretion, take any steps to prevent such abuse through the following: limit access, suspend or terminate your access to Seller's website or products, reduce or eliminate any discounts and take technical and/or legal action to prevent Buyer from using Seller's website.

Seller can cancel unconfirmed or inactive accounts. Seller reserves the right to refuse or terminate access to anyone for any reason at Seller's discretion.

Seller reserves the right to make changes to the website, policies, and these conditions of use at any time. If these conditions are deemed invalid, void or for any reason unenforceable, such provision will be struck out and shall not affect the validity and enforceability of the remaining provisions.

**All questions, comments, or inquiries should be directed to:**

High Speed Metal Fabrication, LLC

PO Box 29342

St louis, MO. 63126

E-Mail: [Support@thedisplaysvault.com](mailto:Support@thedisplaysvault.com)

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# PRIVACY POLICY

Seller respects your privacy and makes it a priority to keep your information private. The following statement will provide an overview of our data collection and usage protocol.

All of Seller's sales are hosted through a third party. As such, Buyer's contact information will be provided to said third party in order to establish the transaction. Sales orders are processed through a third party who may contact Buyer throughout the transaction and after the sale. Buyer may opt out of emails at any time by clicking on the unsubscribe link provided in the email.

Any Buyer which has established an account on Seller's website understands that by setting up the account, Seller will remarket its products to Buyer via email. Seller will not sell the email or contact information and email marketing can be opted out by clicking the link within the email. Seller does not store any payment information. Seller does not sell any buyer information for any reason.

It is the sole responsibility of Buyer to research and familiarize themselves with the Privacy and Terms & Conditions of any third-party websites or companies linked to Seller.

## Electronic Communications

Seller will normally communicate with Buyer through e-mails, which is considered electronic communication. Buyer consents to receive electronic communication from Seller through e-mails or through notices available on the Seller's website. Buyer hereby acknowledges and consents that these electronic agreements, notices and communications meet the legal requirements of written documents.

## Authorization to Contact You

Buyer agrees to receive calls from Seller at any of the telephone numbers that the Buyer has provided to the Seller, that have been collected by the Seller's own efforts, or that have been provided by third parties.

If the telephone number that the Seller has collected is a mobile telephone number, the Buyer consents to receive SMS or other text messages at that number. Standard telephone minute and text charges may apply if Seller contacts Buyer at a mobile number or device. Buyer agrees that Seller may contact Buyer in the manner described above at the telephone numbers Seller has on record for any of the following reasons:

- Reasons relating to Buyer's purchase(s);
- Reasons relating to Buyer's account;
- Reasons relating to Buyer's use of the Seller's products (such as to collect a debt, resolve a dispute or to otherwise enforce the Seller's User Agreement); and
- As authorized by applicable law

## **Contact Information**

**All questions, comments, or inquiries should be directed to:**

High Speed Metal Fabrication, LLC

PO Box 29342

St louis, MO. 63126

Email: [support@thedisplayvault.com](mailto:support@thedisplayvault.com)