



## TERMS AND CONDITIONS

### PowerPuck® Terms and Conditions of Sale

The following terms and conditions of sale, in conjunction with our Terms of Use, will apply only to sales orders placed and purchased through the powerpuckcharger.com website. These terms and conditions shall not apply to any purchases made under a previously existing agreement, in which case the terms and conditions of said Agreement will govern. We reserve the right to modify these terms and conditions from time to time without notice. We further reserve the right in our sole discretion, with or without notice, and without liability to modify, suspend, or terminate this website or any portion, and to monitor or verify any transactional activities.

#### 1. Orders

- All orders are subject to approval by PowerPuck® Systems. PowerPuck® Systems reserves the right to accept, reject, or cancel any order without liability. PowerPuck® Systems only accepts orders for shipments within the United States. Orders for international destinations will not be processed.
- Orders placed on weekends or holidays will ship next business day.
- To speak to someone directly about your order: Call 800-324-9572. Our customer service coordinators are available from: Monday – Friday 8:00 a.m. – 5:00 p.m. (CST)

#### 2. Prices

- All prices are U.S. dollars and prices shall be the prices in effect at the time the Buyer places the order. Prices are subject to change without prior notice.
- Prices shown do not include taxes, shipping for orders under \$20.00, special handling fees, or duties. Applicable taxes will be added to the purchase price upon checkout. All shipments are FOB shipping point.

#### 3. Shipping Policy

- PowerPuck® Systems will pay shipping charges on single orders totaling \$20.00 or more, not including tax, to a single US destination provided that PowerPuck® Systems selects the carrier and shipping method. Otherwise, a flat rate standard shipping charge of \$4.99 for shipments within the U.S.A. will be charged to Buyer at the point of check out. Requests for special shipment services may result in additional charges. Partial deliveries shall be permitted. PowerPuck® Systems does not ship to PO Box addresses or APO/FPO boxes.
- PowerPuck® Systems will not be liable for delays in delivery or other services caused by acts of God, acts or threats of terrorism, computer or electronic disruptions, failure of suppliers to deliver on time, or other circumstances beyond PowerPuck® Systems' control.
- Title and risk of loss passes to Buyer upon tender of shipment to the carrier. PowerPuck® Systems is not responsible for damage or losses in transit. Buyer should file any claims immediately with the carrier. Claims for shortages and/or receipt of incorrect goods must be made in writing to PowerPuck® Systems within 30 days of shipment.

#### 4. Return Policy

- PowerPuck® Systems offers a “30 day no questions asked” return policy for saleable products purchased from the PowerPuck® website, with proof of purchase. Buyer shall be responsible for shipping charges and expenses on returned products. Upon PowerPuck® System’s receipt of returned product(s), credit will be issued to Buyer in the same form as original payment method, excluding shipping charges.

#### 5. Errors

- PowerPuck® Systems attempts to ensure that the content on its website is accurate, complete, and current. However, PowerPuck® Systems cannot guarantee that its website information is free from errors, inaccuracies, or omissions relating to price, product description, availability, or otherwise. PowerPuck® Systems reserves the right to correct such errors and inaccuracies without notice.

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### PowerPuck® LIMITED WARRANTY IDEAL INDUSTRIES, INC.

PowerPuck® System warrants its products to the original purchaser (or a subsequent purchaser, if required by applicable laws) in the United States, Canada, and EU to be free from defects in material and workmanship for a period of one (1) year from date of purchase. A defective Product will be replaced, free of charge, with the same product or a functionally equivalent product. Our warranty is limited to replacement only (unless required under applicable laws); repairs are not offered under this warranty. For warranty replacement service, return the product to the distributor from where it was purchased or call customer service at +1 (800) 324-9572. Our Warranty excludes defects caused by abuse, misuse, mishandling, dropping, unauthorized repair, improper installation (including installation other than in accordance with manufacturer's instructions or applicable laws, codes or standards), negligence by purchaser or end user, alterations, accidents, ordinary wear and tear, external causes or any other occurrences beyond PowerPuck System's reasonable control. Our Warranty does not cover replaceable component parts on product.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PowerPuck® System BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, OR DAMAGES FOR LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY OR OPPORTUNITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

This warranty constitutes the sole and exclusive remedy of the purchaser (or a subsequent purchaser, if required under applicable laws) and the exclusive liability of PowerPuck® System, and is in lieu of any and all other representations, warranties and conditions and we expressly disclaim all other representations, warranties and conditions, implied, statutory or collateral as to merchantability, fitness for purpose sold, description, quality productiveness, or any other matter. No agent, distributor or other supplier has the authority to modify or amend this warranty or make other representations, warranties or conditions other than those contained in this warranty without express written authorization from PowerPuck® System. Consequential or incidental damages are not recoverable under this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This LIMITED WARRANTY gives you specific legal rights, which vary from state to state.

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