

# Terms and Conditions

Laser Wolf Engraving (LWE)

laserwolfengraving.com

## Website Terms and Conditions

This website is for informational purposes only and should not be regarded as a solicitation.

If you provide us with your e-mail address, we may send you an e-mail to notify you about new services or information directly from Laser Wolf Engraving. E-mail communication with Laser Wolf Engraving will be maintained in a manner consistent with our legal and regulatory requirements.

Laser Wolf Engraving does not guarantee the accuracy, relevance or timeliness of prices listed on this web site. Please call for price verification.

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## Terms and Conditions Of Sale

### 1. Definitions:

“Products” means the parts, goods, services, testing, tooling and fixtures covered by a written or verbal Purchase Order issued by the customer named in that Purchase Order (the “Buyer”) to Laser Wolf Engraving (“LWE”).

2. Terms and Conditions: Unless otherwise agreed to in writing prior to order placement, LWE’s terms and conditions detailed herein, together with any other specified terms on LWE’s Quotation and/or Sales Order Acknowledgment, apply to all transactions and shall be the sole governing terms and conditions of the purchase order.

3. Pricing: Pricing is valid for 30 days from the date of quotation and is exclusive of all present or future sales, revenue or excise tax, value added tax, turnover tax or any other tax or duty applicable to the manufacture or sale of any product. Such taxes, when applicable, shall be paid by the Buyer unless the Buyer provides a valid tax exemption certificate. All freight charges F.O.B. in and collect out unless otherwise agreed. Prices are subject to change anytime for any reason and will become effective after a written notice to the Buyer.

4. Payment:

Payment is due at time of product pickup unless otherwise agreed in writing. Net 30 accounts are granted on an approval basis by completion of and approval of a Credit Application issued on request. On accounts past due, the Buyer will pay interest at a rate the lesser of 1.5% per month or the maximum allowed by law on the total account.

5. Delivery & Title:

All delivery and pick up dates are approximate dates, unless otherwise directed by our customer in writing at time of order. LWE is not bound, obligated or in anyway liable for meeting estimated dates. Delivery of product either early or late are to accepted by the customer. LWE reserves the right to make partial or installment deliveries. LWE will be held harmless for any monetary penalties or payments based on failure to meet promised or approximated delivery dates. Title passes when the product is tendered to the carrier at LWE's facility. The Buyer shall be responsible for any change in shipping documentation and/or specifications.

6. Customer Supplied Parts: Storage & Packaging:

LWE reserves the right to modify the Purchase Order based on the quantity of parts supplied. Unless otherwise agreed, all customer supplied parts shall be packaged in their original containers/boxes in a manor suitable for re-shipment to end destination. If customer does not, in LWE's opinion, supply suitable packaging the customer agrees to pay for additional packaging materials. While LWE will do it's best to properly package parts, LWE is not liable for damage which may occur in storage of items or shipping to the customer. All containers/boxes shall be labeled with the customer name, part, quantity and Purchase Order if applicable.

7. Warranty:

**LWE's liability is limited to the cost of the value added by LWE to the part.** LWE's value added service shall be free from defects in material and workmanship for a period of 10 days from date of shipment. This warranty is limited to the direct Buyer only and is not extended to any third party. LWE is not liable for the cost of the customer supplied parts or any associated freight cost. Any other warranties express and/or implied are null and void. The Buyer is solely responsible for product design and performance.

8. Refunds: All sales are final. LWE will reproduce your order if we verify that we made an error. We must be notified with 24 hours from delivery of any defects. We may request that you return 100% of a defective order within 5 business days before we agree to redo your order.

9. Liability for errors: We are not liable for errors committed by you during the course of personalizing a product. These errors, though not limited to, may be a result of the following: misspelling, bleeds, grammar, punctuation, or image resolution. We are not liable for customer supplied items that may have special coatings, lack of protective coatings, or other materials, known or unknown that may be marred, damaged or destroyed by any and all processes used in the engraving, marking, cutting, cleaning, storage or any other process used in production of a customized item in our possession.

10. Artwork & Photographs: By submitting an artwork, logo or photograph for use in a custom product to LWE you certify that you have the right to use the artwork, logo or photographs in your files. You agree not to supply LWE any items consisting of the following: material that could give rise to any civil or criminal liability; and any material that could infringe rights of privacy, publicity, copyrights or other intellectual property rights without the permission of the owner of these rights. You accept full legal liability for the content of material processed and printed on your behalf and under your instructions.

11. Claims and Actions:

LWE is not liable for incorrect counts or shortages in shipping to a customer or receiving from a customer of customer supplied parts or product. LWE is not responsible for customer supplied product that may be lost, damaged or destroyed regardless of the reason for said loss, damage or destruction. The Buyer shall not return any non-conforming goods without written notification to LWE. LWE will reject any unauthorized returns and the Buyer will be responsible for all associated costs and expenses, including freight costs, and will bear the risk of loss or damage to such products. LWE, at its sole discretion, may accept or reject the claim after inspection of returned products at its facility. LWE's policy is credit and replace after acceptance of a claim.

12. Limitation of Liability:

LWE, at its option, shall repair and/or rework defective parts or refund the value added cost of the purchase price. In no event shall LWE be liable for any special, indirect/direct, incidental or damage arising out of the sale. In no event shall LWE's liability under any claim exceed the value added of the work performed on the parts by LWE. LWE is not responsible for, and does not insure, customer supplied items or any other objects or tools supplied by the customer and held at LWE's location from fire, theft, water damage or any other hazards. It is the customer's responsibility to insure their property while located in LWE .

Any designs, tools, materials, customer supplied items and equipment furnished by the Buyer for making product may be considered obsolete and may be destroyed by Laser Wolf Engraving after 6 months of non-use. LWE is not responsible for damage or loss of property, for any reason, while in LWE's possession.

14. Buyer's Obligation: Rights to Seller:

Buyer shall follow terms and conditions in order to settle monies owed. LWE shall retain a security interest in products supplied until payment is received under the Uniform Commercial Code. LWE shall have security interest in, and lien upon, any property of the Buyer's in its possession in order to secure payments of monies owed.

15. Cancellation and Changes:

Purchase Orders shall not be canceled and/or changed unless authorized by LWE. Additional charges may be applied based on cancellation and/or change to the original Purchase Order.

16. Force Majeure:

In the event of contingencies beyond the reasonable control of LWE, the obligation of LWE shall be suspended, and quantities so affected may be eliminated from the contract without liability. If LWE invokes Force Majeure, LWE shall give prompt notice of, and utilize best efforts to terminate or remove, the Force Majeure conditions.

17. Entire Agreement:

This agreement contains the entire agreement between LWE and the Buyer and constitutes final, complete and exclusive expression of the terms of the agreement.

18. Waiver and Severability:

Failure to enforce any provision of this agreement will not waive that provision nor will any such failure prejudice LWE's right to enforce that provision in the future.

19. Termination:

LWE reserves the right to cancel this agreement for any reason at any time.

20. Governing Law:

This agreement and the sale and delivery of products shall be deemed to have taken place in and shall be governed and construed in accordance with the laws in the State of Ohio. Disputes between the parties shall be settled by arbitration first, unless both parties agree in writing.

21.

LWE reserves the right to modify these Terms from time to time at our sole discretion and without any notice. Changes to our Terms become effective on the date they are posted and your continued use of [laserwolfengraving.com](http://laserwolfengraving.com) and any changes to Terms will signify your agreement to be bound by them.

Last date of revision: July 24, 2014