

FactoryMation Terms and Conditions

READ CAREFULLY

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Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. ***You agree that all subsequent purchases by you will be subject to the terms and conditions of this Terms of Use, which shall apply until we post a modified Terms of Use and then in accordance with such modified Terms of Use.*** As long as you comply with this Terms of Use and any such modifications, FactoryMation LLC grants you ("End User") a personal, non-exclusive, non-transferable, non-sub-licensable, limited privilege to enter and use the Site.

You agree to use this Website only for lawful purposes. The following activities are strictly prohibited: (i) misrepresenting the identity of a user; (ii) tampering with this Website; and (iii) conducting fraudulent activities.

1. Methods of Payment and Taxes

We accept MasterCard, VISA, Discover, American Express, or you may establish an open account for Purchase Order transactions. Open accounts require prior credit approval. Credit applications can be found online or by calling 1.800.972.0436. Send invoice payments to:

FactoryMation, LLC
P.O. Box 203878
Houston, TX 77216-3878

Unless expressly set forth on the FactoryMation LLC site, we do not accept any other payment form. If we offer or accept any other form of payment, you hereby agree to all restrictions, terms and conditions associated with such additional form of payment. For credit card transactions, your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not this Terms of Use to determine your rights and liabilities as a cardholder. **YOU, AND NOT FactoryMation LLC, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY.** You agree to pay all fees and charges incurred in connection with your purchases (including any applicable shipping charges or taxes) at the rates in effect when the charges were incurred. Unless you notify FactoryMation LLC of any discrepancies within sixty (30) days after they first appear on your credit card statement or on a FactoryMation direct invoice, you agree that they will be deemed accepted by you for all purposes. If FactoryMation LLC does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by FactoryMation LLC or its agents. You are responsible for paying any governmental taxes imposed on your purchases, including, but not limited to, sales, use or value-added taxes. FactoryMation LLC shall automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within Georgia and any other states or localities that it deems is required.

2. Order Acceptance Policy

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. FactoryMation LLC reserves the right at any time after receipt of your order to accept or decline your order for any reason. FactoryMation LLC further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by FactoryMation LLC upon shipment of products or performance of services that you have ordered, or upon the completion of the license and delivery of a Digital Download, as indicated by our servers. Title to goods passes to you upon delivery to the common carrier.

3. Prices

Prices are subject to change at any time. Orders will be invoiced at the price prevailing at date of shipment. We cannot guarantee prices for the life of our printed catalog or website.

4. No Responsibility To Sell Incorrectly Priced Products. Factorymation LLC shall have the right to refuse or cancel any orders placed for products listed at an incorrect price or containing any other incorrect information or typographical errors. Factorymation LLC shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Factorymation LLC shall immediately issue a credit to your credit card account in the amount of the charge.

5. Modifications to Prices or Billing Terms. Factorymation LLC RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR PRODUCTS OR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE OR BY E-MAIL DELIVERY TO YOU.

6. Shipping

Stock products will be shipped the same day for customer orders received by 4pm EST. Prepaid orders placed by mail, large quantities, or custom orders may take longer. All freight charges are prepaid and added to the invoice, or they can be charged to your company's freight collect account number. For certain heavy items, we use LTL carriers. The LTL shipping charges are added to your invoice. Free Ground shipping is granted to destinations within the continental United States on all web orders above \$500. Domestic orders are shipped the best/most economical way, with UPS as the most often preferred carrier when shipment is within applicable weight and size specifications (FOB shipping point). Express delivery is also available by UPS. Delivery service via other carriers will be sent freight collect with valid account number.

7. Delivery Dates

FactoryMation guarantees delivery of customer orders, on in stock products when shipped via UPS, and orders are entered and approved in accordance with our terms and conditions of sale (see applicable sections of this document). FactoryMation fully endorses the UPS guarantee of on-schedule delivery of packages shipped via UPS Air Services, UPS 3 Day Select, and UPS Ground, where such services are available, to all 50 states and Puerto Rico. (see www.ups.com "Terms and Conditions of Service"). If a customer order is not delivered on the determined delivery date, in accordance with the above mentioned conditions, FactoryMation will pay all shipping costs for the aforementioned order.

8. Warranty

Except as otherwise stated, the only warranties applying to materials sold are those, if any, specifically provided by the manufacturer to be honored by the manufacturer. As sellers, we make no warranties, expressed or implied, of performance, merchantability, workmanship, quality, durability, suitability, or non-infringement including those instances where changes, alterations or modifications are made in materials at the request or instruction of the purchaser. In no event shall we be liable for any incidental, special, indirect, punitive, lost profits or consequential damages of any nature. Any product deemed as defective in accordance its manufacturer warranty policy, can only be returned to FactoryMation with a pre-assigned Return Material Authorization (RMA) number. Assignment of an RMA number and all other product return policies are documented in the FactoryMation Returns Policy located on this website at www.factorymation.com.

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10. Use of Site

Certain services offered on or through the Site require you to first open an on-line account. You are responsible for maintaining the confidentiality of your on-line account information, including your password, and for all activity that occurs under your account. You agree to notify Factorymation LLC immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Factorymation LLC or any other user of the Site due to someone else using your password or customer account. You may not use anyone else's password or customer account at any time. You may not attempt to gain unauthorized access to the Site. Should you attempt to do so, assist others in making such attempts, or distributing instructions, software or tools for that purpose, then your customer on-line account will be terminated. You agree to provide us with accurate, current and complete information about yourself and your billing information as prompted by the registration process. You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, probe, test or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any of the systems or networks comprising or connected to the Site.

You also agree that Factorymation LLC may, in its sole discretion and without prior notice to you, terminate your access to the Site and your on-line account for any reason, including without limitation: (1) attempts to gain unauthorized access to the Site or assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any Content, (3) discontinuance or material modification of the Site or any service offered on or through the Site, (4) violations of this Terms of Use, (5) failure to pay for purchases, (6) suspected or actual copyright infringement, (7) unexpected operational difficulties, or (8) requests by law enforcement or other government agencies. **You agree that Factorymation LLC will not be liable to you or to any third party for termination of your access to the Site.**

11. Personal Information

You must disclose certain Personally Identifiable Information to use our Site, register, and make purchases. As a condition of registering with our Site or making any purchases of any products and/or services or conduct any transactions, you represent that you have first read our Privacy Policy and consent to the collection, use and disclosure of your Personally Identifiable Information and Non-Personally Identifiable Information as described in our Privacy Policy. Our Privacy Policy's terms and conditions will change from time to time, and as a condition of browsing the Site, using any features or making any purchase, you agree that you will first review our Privacy Policy prior to making any initial or subsequent purchases.

While Factorymation LLC takes reasonable steps to safeguard and to prevent unauthorized access to your personal information, we cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to your private information. IN NO EVENT SHALL FACTORYMATION LLC OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER Factorymation LLC WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

12. Consent To Our Communication With You By E-Mail

By establishing an on-line account with us, and each time you make a purchase through our Site, you grant permission for Factorymation LLC to contact you at your e-mail address. To stop receiving our marketing emails, send an e-mail to us at optout@factorymation.info, or follow the opt-out procedures set forth in such marketing emails.

13. Indemnification

You agree to indemnify and hold harmless Factorymation LLC and its parents, sister companies, subsidiaries, affiliates, service providers, other End Users, distributors, licensors, officers, directors and employees from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or related to your violation of this Terms of Use, or your violation of any law, regulation or third-party right.

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12. General

No delay or failure to take action under this Terms of Use shall constitute any waiver by Factorymation LLC of any provision of this Terms of Use. If any provision of this Terms of Use is invalid or unenforceable under applicable law, it is, to that extent, deemed enforceable to the fullest extent possible (and severable in the event such provision is completely unenforceable) and the remaining provisions of this Terms of Use will continue in full force and effect. This Terms of Use will bind and inure to the benefit of Factorymation LLC's permitted successors and assigns. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises. This Terms of Use shall be governed by the laws of the State of Georgia without regard to or application of any conflict of laws provisions. You consent to the exclusive jurisdiction of the state and federal courts sitting in Fulton County, in the State of Georgia. This Terms of Use is personal to you and may not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Terms of Use shall be null and void. Factorymation LLC may freely assign this Terms of Use without consent or notice. This Terms of Use (including all documents expressly incorporated herein by reference, including but not limited, to the relevant Usage Rules) constitutes the complete and exclusive agreement between Factorymation LLC and you with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein.

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