



## Terms of Sale

Last updated *December 1, 2022*

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### AGREEMENT TO TERMS

These Terms of Sale constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Centrodyne Corp of America (“we,” “us” or “our”), concerning your purchase of products on our website, ***store.centrodyne.com***, as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”).

You agree that by placing an order, you have read, understood, and agree to be bound by all of these Terms of Sale. If you do not agree with all of these Terms of Sale, then you are expressly prohibited from purchasing any product or service using the Site and you must discontinue use of the Site immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time (including, but not limited to, Centrodyne’s ***Product Disclaimer*** and ***Warranty Statement***.) are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Sale at any time and for any reason.

We will alert you about any changes by updating the “Last updated” date of these Terms of Sale, and you waive any right to receive specific notice of each such change.

It is your responsibility to review these Terms of Sale with each purchase, to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Sale by your purchase of products on the Site after the date such revised Terms of Sale are posted.



## **USER REPRESENTATIONS**

By using the Site to purchase products, you represent and warrant that:

- (1) all information you submit will be true, accurate, current, and complete.
- (2) you will maintain the accuracy of such information and promptly update such registration information as necessary.
- (3) you have the legal capacity and you agree to comply with these Terms of Sale;
- (4) you are not a minor in the jurisdiction in which you reside.
- (5) you will not use our products for any illegal or unauthorized purpose.
- (6) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to cancel your purchases, suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

## **USER REGISTRATION**

You may be required to register with the Site. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.



## PRODUCTS

We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Site. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products.

All products are subject to availability, and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

## PURCHASES AND PAYMENT

We accept the following forms of payment: ***Visa, Mastercard, American Express, and Discover*** credit cards. You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order.

We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.



We reserve the right to refuse any order placed through the Site. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order.

These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

## **ORDER PROCESSING TIME**

We cannot guarantee order processing time. (The time between an order being submitted and the time the order is picked up by the shipping carrier.) We disclaim any liability and damages (including without limitation any consequential, special, incidental, punitive, or exemplary damages) arising out of a delayed order processing time. In no event will we be liable for any claim arising out of a delay due to order processing time, whether in contract, tort (including negligence and product liability), or under any other theory of liability.

## **SHIPPING**

We will ship your product ***to the address you provide***, using the carrier and shipping method that you select. We shall not be held responsible should you provide an address deemed incorrect or incomplete by the shipping carrier. We shall not be held responsible should the shipping carrier deem a package as undeliverable due to an incorrect address or failure to act, (contact the carrier, pick up the package where held, etc.) on the part of the recipient. Any package returned to sender by the shipping carrier will incur the return fee, if any. Packages that we receive as “return to sender” will be returned to stock and your original payment method will be credited the order amount, ***minus the original shipping charge and any return fee charged to us by the shipping carrier.***



We shall not be held responsible for any delays in shipment caused by the delayed pickup of your package or other actions of the shipping carriers. While we make every effort to ensure timely delivery of our products, we cannot control the actions of shipping carriers and therefore cannot guarantee the exact delivery date. Any delay caused by a shipping company is beyond our control and we assume no liability for any direct or indirect damages resulting from such delays. We advise all customers to take this into account when placing orders and to plan accordingly. Additionally, ***under no circumstances will the cost of shipping be refunded*** due to the date and time that the package was delivered.

Should the shipping carrier fail to meet its obligations, please contact us and we will attempt to procure a refund of shipping fees. You agree to abide by the final decision of the shipping carrier as to whether a refund will be issued. Any fees refunded to us by the shipping carrier will be credited back to your original payment method. The refund by the shipping carrier will not include our handling and shipping insurance charges.

By placing your order you acknowledge and agree that any liability related to shipment delays caused by shipping companies shall be borne solely by the shipping company and not Centrodyne.

In the case that the shipping carrier deems the shipment to have been "lost" due to the fault of the shipping company, Centrodyne will replace your shipment at no charge.

In the case that the shipping carrier deems the shipment to have been "damaged" due to the fault of the shipping company, Centrodyne will replace your shipment at no charge, after we have received back the damaged shipment.



## RETURN/REFUNDS POLICY

Products must be returned within **30 days** of the original shipment. At our discretion, products which have been shipped back within the 30-day window but arrive at our warehouse after the window may be accepted for return. After the 30-day window, products may only be returned for warranty service. Please, see our warranty statement for terms and conditions of warranty service.

We do not require a return authorization number, however, please include your name, address, telephone number and original invoice and/or order number inside the box with your returned product. Your return cannot be processed without this information.

All returns should be shipped to:

Centrodyne Returns  
c/o SSW Fullfilment  
1706 State Route 11, #4  
Mooers, NY 12958

The customer is responsible for the cost of the return shipping. At our discretion, we may provide the customer with a pre-paid shipping label for the return. We reserve the right to deduct the cost of the pre-paid, return shipping label from the customer refund. When shipping returns, please use a shipping method with tracking and insurance. We are not responsible for products lost or damaged by the shipping carrier during the return shipment.

All returns must be in "like-new" condition and we reserve the right, exclusively, to evaluate the condition of the returned item at the time of receipt. At our discretion, and with no obligation on our part, we may issue a partial refund for products NOT returned in like-new condition. When such partial refunds are issued the cost of refurbishing and testing will be deducted from the refund.



Any **shipping charges** on the original invoice (that is, the amount charged on the original invoice for the original shipment to the customer) will NOT be refunded for product returns.

It may take up to 10 business days to process your refund from the date of receipt of your return. Refunds will be made to your original payment method. Should we not be able to refund your original payment method, due to circumstances beyond our control, we will contact you to arrange for a refund check to be mailed to you. IN this case a processing fee of **\$5.00** will be deducted from your refund.

## **GOVERNING LAW**

These Terms of Sale and your use of the Site are governed by and construed in accordance with the laws of the State of Vermont applicable to agreements made and to be entirely performed within the State of Vermont, without regard to its conflict of law principles.

## **CONTACT US**

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Centrodyne Corp of America  
38 N Main St., Suite 101  
802-857-5479  
[support@centrodyne.com](mailto:support@centrodyne.com)