

Terms & Conditions of Sales Within the United States

1. Limits of Agreement.

This Terms of Sale Agreement (this "Agreement") constitutes a binding legal contract between W. Lim Corporation ("Seller") and Buyer. Seller will not be bound by any terms of Buyer's order that are inconsistent with the terms and conditions stated herein. By ordering any product or service via Seller, Buyer signifies acceptance of this Agreement, as it may be amended or supplemented without any prior notice.

2. Orders.

Buyer may place orders via Fax or E-mail at any time. All orders received by 12:00 PST will guarantee same-day processing and shipping. Seller does not accept phone or verbal orders. A hard copy of Buyer's purchase order must be submitted before order can be processed and shipped. There is a minimum \$100.00 order requirement for all Dealers and Contractors (shipping and tax not included).

3. Payments and Disputed Payments.

Unless otherwise stated, the terms of sale is PAYMENT IN ADVANCE. Accepted forms of credit payment include Visa, Master Card and American Express. Prepayment by personal or company checks will be subject to a 2-week check clearance. All returned checks are subject to a \$30.00 minimum charge or the amount charged by the bank, whichever is greater. Buyer will bear all costs associated with a disputed credit card charge which results in action from Seller's merchant account provider, otherwise known as "chargebacks."

4. Prices, Sales Tax & Quotations.

Prices listed in Seller's catalog or web site does not include Federal, State or local excise, sales, use or other taxes. When Seller has the legal obligation to collect, applicable taxes will be added to Buyer's invoice unless Buyer provides Seller with a proper tax exemption certificate.

Price quotes are valid for (30) thirty days from the date shown on quote, unless otherwise stated by Seller in writing, and is based upon quantities listed. Any variations on quantities may affect pricing and cost of shipping.

Shipping and freight quotes are valid for (3) three days. There is no guarantee on shipping and freight charges for orders placed after 3 days of initial quote.

5. Packaging.

The cost of packaging for normal domestic shipments is included in the invoiced price. Where special domestic or export packaging is specified, involving greater expense, a charge will be made to cover such extra expenses.

6. Shipping.

All orders received by 12:00 PST will guarantee same-day processing and shipping (unless special arrangements need to made, in which case order will ship next business day). Orders received after 12:00 will be shipped next business day. Buyer is responsible for any and all shipping and handling charges that are applicable to the order. Most items are shipped via UPS Ground, F.O.B. Mira Loma, CA, unless otherwise specifically stated. Larger items may be drop-shipped directly from the manufacturer, in which case processing and shipping may take longer. If the order requires freight delivery, Seller will arrange shipment with one of their contracted freight companies. Once the order has been processed for shipping, a tracking and/or pro number, along with a copy of the invoice will be faxed, e-mailed or mailed to the Buyer within (2) two days. Overnight and 2nd day shipping is available upon request.

7. Guarantees.

Seller will make every effort to test the products that are marketed. All attempts will be made to correct any manufacturer defects. **Complaints must be made within 15 (fifteen) days after purchase of items or within the specified Manufacturer Warranty period.**

8. Returns & Restocking Fees.

Seller offers a 30 (thirty) day return policy on all hardware items. Food, enrichment diets or custom-made items are not returnable or refundable. All hardware items to be returned must be **unused, in its original condition, in its original box, and be returned with the original purchase receipt included.** All returns must be made at the Buyer's expense and is subject to a 20% restocking fee. Upon receiving and inspection of the returned items, Seller will issue a credit for the purchase amount in the form of the original payment method. Restocking fees and original freight/shipping charges are non-refundable.