

## Terms and Conditions

### 1. Open Accounts

We do sell on and maintain open accounts for qualified customers. Terms of payment for Range Mart are Net 30 days for standard products. Terms stated are understood and accepted. 1.5% per month finance charges will be billed for unpaid invoices beyond our terms. In the event collection is required for past due invoices, customer agrees to pay costs and attorneys fees incurred.

### 2. Payment

We accept credit cards (American Express, Visa, Mastercard, and Discover), money orders and approved checks. Credit cards can be handled over the phone or on-line. All returned checks are subject to a \$25 charge and a 1.5% per month finance charge will be billed until payment is made.

### 3. Delivery

- a. All orders are shipped F.O.B. Range Mart unless noted.
- b. Shipping is via Fed Ex Ground when possible. However, U.S. Mail or other carrier may be substituted at the discretion of Range Mart.

### 4. Pricing and Product

All prices terms and conditions are subject to change without notice. The use of products for other than their intended use, improperly following written instructions, or not heeding hazards stated renders Range Mart and Range Mart's suppliers harmless. Failure to pay in accordance with Range Mart policies voids warranties.

### 5. Custom and Special Orders

A 50% non-refundable deposit is required prior to the beginning of manufacturing of a custom or special order product. The balance is due at time of shipment unless an approved open account has been established. Then the balance would be Net 30 days.

### 6. Applicable State Taxes

Purchases from within the state of California will have the appropriate sales taxes added to the totals shown in the Shopping Cart. All others are exempt.

### 7. Returns

No goods will be accepted without prior written authorization. No returns will be accepted after 30 days from invoice. No goods shall be taken back or allowances made after being used or damaged or otherwise made not 100% saleable. If merchandise is damaged at time of delivery, claims must be made on receipt of goods. Returned merchandise is subject to a 15% restocking and handling charge (\$15 minimum) in addition to shipping charges.

### 8. Governing Law

This agreement shall be governed by the laws of the state of California. All actions, suits or other proceedings arising in connection with this Agreement shall be commenced and prosecuted in the County of San Diego, State of California. Any ambiguities in this contract shall be interpreted in favor of Range Mart.

### 9. Limitation of Liability

Range Mart's liability shall be limited to refund, repair or replacement, at its sole discretion. Under no circumstances shall Range Mart be responsible for consequential or special damages.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_