

# General Terms & Conditions

## Payment Methods

- Visa
- Mastercard
- Discover
- Erie Ordnance Depot LLC. Gift Certificate
- Pre-paid company check, personal check, cashier's check or money order (Note: Pre-paid methods, including cashier's checks, take slightly longer to process because all payments must first clear with the bank due to the risk of fraudulent checks.)
- No Purchase Orders, Fax or C.O.D. orders please. Please accept our apologies but we do not accept international credit cards at this time.

## Shipping Method

- UPS Ground - 5 to 7 business days + 24-48 hours to process the order.
- UPS 3Day - 3 business days + 24-48 hours to process the order.
- UPS 2Day - 2 business days + 24-48 hours to process the order.
- UPS Red Next Day Residential - Delivery within 1 business day + 24-48 hours to process the order.
- All orders require 24-48 hours processing time before shipping.
- Erie Ordnance Depot LLC does not process orders during weekends.
- No deliveries will be made on Saturday or Sunday.
- Erie Ordnance Depot LLC does not guarantee same day shipping.
- Erie Ordnance Depot LLC does not offer International/Canadian shipping options at this time.
- All orders shipped within Ohio will be charged state sales tax. Exact delivery times to Hawaii, Alaska and Puerto Rico cannot be guaranteed.

## Price Matching

Erie Ordnance Depot LLC does not price match competitors. For your convenience, all of our most current pricing is listed on our web site and updated in real-time. Prices are non-negotiable.

## Cross-Ship

All other items may be cross-shipped if the following criteria is met:

1. The customer first agrees to purchase the replacement item.
2. The same make / model item is in stock. Return shipping costs are the sole responsibility of the customer. Return shipping is a service paid to a shipping courier so they will transport your authorized return to Erie Ordnance Depot LLC.
3. Under no circumstance will Erie Ordnance Depot LLC cross-ship merchandise beyond 30 days from the original invoice date.

## Bundle Specials

Bundle Specials are offered to Erie Ordnance Depot LLC shoppers as a way to purchase multiple items together at a discounted price. Only one of each Bundle Special can be purchased per order. Offers valid only while supplies of all items within the bundle last.

If you wish to return a Bundle Special for a refund, you must return the ENTIRE BUNDLE within 30 days of the original invoice date. Note that a 15% restocking fee will be applied. Components within a Bundle Special may be returned for

repair / replacement only. Individual items within a bundle may only be returned for repair / replacement if an RMA number is acquired within the standard return period.

## Product Tour

The product resources offered in Product Tour are provided courtesy of their respective developers . As such, Erie Ordnance Depot LLC is not responsible in any way for the accuracy of claims, representations or suggestions made in these materials. Similarly, all compatibility or technical issues should be directed to the appropriate developer or manufacturer. These resources are provided on an "as is" basis by Erie Ordnance Depot LLC as a supplementary service to you, the user. We offer these resources to you strictly for informative purposes as they may lend valuable insight into products you are interested in and clarify any associated benefits.

## Promo Codes

Erie Ordnance Depot LLC will sometimes furnish an alphanumeric code that can be used for promotions on our web site. These promotional codes may be found in print and/or online advertisements, sent via email to our Newsletter and/or Promotion subscribers, presented on the Erie Ordnance Depot LLC web site or circulated at events and through other means. Some of the specials offered by entering a Promo Code during checkout include free shipping, volume discounts , free gifts or complimentary Rush Order processing. The provisions for a Promo Code will be included with the code itself; if an expiration date or other condition is stipulated, just reference where you acquired the code for the exact requirements. Please note that Promo Codes are not redeemable for cash and you must spend more than the discount price in order for a promotion to be applied. For example, if a Promo Code offered \$10.00 off your next purchase, you would need to spend more than \$10.00 to redeem your discount.

## Product Testing

Erie Ordnance Depot LLC, like other e-tailers, ships items in the condition they were received from the original manufacturer/distributor. Erie Ordnance Depot LLC does not conduct product testing on most items before shipping.

## Money Back Guarantee/Refund Policy

All merchandise unless otherwise indicated may be returned within 30 days from the original invoice date for a refund. A 15% restocking fee may apply. These terms apply to all refunds. Most products are shipped with a refund/replacement guarantee period unless otherwise noted in the product listing. Customers must inform Erie Ordnance Depot LLC of any order discrepancy within 7 days from the invoice date so that we may investigate and resolve the situation accordingly.

## Physical Damage Policy

Physical damage to any product purchased at Erie Ordnance Depot LLC will effectively void warranty coverage. Improper Installation of components . Items that are chipped, burnt or have bent pins are considered physically damaged and cannot be returned for refund or replacement. Physical damage includes but is not limited to improper handling and/or any other type of damage sustained by irregular usage. Forcing a part into position will not solve an installation problem and may consequently void any applicable warranty coverage.

## Restocking Fee

A 15% restocking fee will be applied to all returns for refund. Shipping charges are non-refundable. No refunds after 30 days.

## Support

Erie Ordnance Depot LLC does not offer any sort of technical assistance. We cannot offer advice on compatibility of items, make product recommendations, provide technical support or sales advice. We post all of the information the manufacturer provides us with for your convenience. Please contact the manufacturer directly for accurate answers to your technical questions or for additional information or specifications that are not posted at Erie Ordnance Depot LLC.

## Processing Time

You can expect your order to be processed within approximately 24-48 hours, provided the items are in stock and there are no problems with payment verification. Erie Ordnance Depot LLC does not guarantee same day-shipping. Orders are not processed on weekends and holidays.

## Rush processing

Erie Ordnance Depot LLC. will rush process your order for an additional fee provided that the following conditions are met:

- Order is submitted before 12 noon EST.
- Your transaction and credit card authorization is successfully completed before 12:30PM PST.
- Your shipping address matches your credit card billing address (i.e. No alternate ship to address).
- Rush Processing does NOT apply to Pre-Paid Check orders.

Rush Processing Disclaimer:

IN ALL CIRCUMSTANCES, Erie Ordnance Depot LLC'S MAXIMUM LIABILITY IS LIMITED TO THIS RUSH ORDER FEE ONLY. WHILE Erie Ordnance Depot LLC CANNOT GUARANTEE SAME DAY SHIPMENT FOR ALL ORDERS, Erie Ordnance Depot LLC WILL PUT FORTH ITS BEST EFFORT TO SHIP ALL RUSH PROCESSING ORDERS THE SAME BUSINESS DAY IF THE ABOVE CONDITIONS ARE MET. OTHERWISE, YOUR \$2.99 RUSH PROCESSING FEE WILL BE REFUNDED.

## Back-orders

Erie Ordnance Depot LLC does not sell backordered merchandise. We will never purposely charge a customer for an item that we do not physically have in stock at the time of purchase. Occasional inventory discrepancies may occur due to inaccurate inventory counts or possibly because the last few items on our shelves are damaged and/or not in a condition that we can in good faith sell to a customer. In that instance, we will refund your credit/debit card for the item, along with any applicable tax fees and shipping charges. An automated email will also be sent to your Erie Ordnance Depot LLC. login to alert you of the situation.

## Order status

Erie Ordnance Depot LLC. will keep you informed of your order status via e-mail. You may also acquire your order status and other live updates by logging in to your account on our website.

## Security

Security is our number one priority. All on-line transactions are sent through our secure server and encrypted with 128-bit technology. Once we receive your information through the internet, only trusted, authorized employees will process the payment to make sure your information is handled with the utmost level of security.

## Privacy

Erie Ordnance Depot LLC respects your privacy. We will not under any circumstances sell or release your information to anyone except as outlined in our privacy policy. All of the information obtained from our web site will be used for processing purposes only. The only e-mails you will receive from Erie Ordnance Depot LLC are updates to any recent orders and/or returns.

## Safe Shopping Guarantee

Fair Credit Billing Act: We guarantee that every online transaction you make will be 100% safe. This means you pay nothing if unauthorized charges are made to your card as a result of shopping at our online store. Under the Fair Credit Billing Act, your bank cannot hold you liable for more than \$50.00 for fraudulent charges. If your bank does hold you liable for any of this \$50.00, we will cover the entire liability for you, up to the full \$50.00. We will only cover this liability if the

unauthorized use of your credit card resulted through no fault of your own from purchases made while using our secure server. In the event of unauthorized use of your credit card, you must notify your credit card provider in accordance with its reporting rules and procedures.

## Change orders

You may request a change to your order provided the order has not already been charged to your account. Please call 567-262-3601 during Erie Ordnance Depot LLC. hours of operation to request a change to your order. Please have your sales order (SO) or customer number ready for better assistance. We strongly discourage sending change order requests via email because it is unlikely we will receive the message in time to make an adjustment due to the sheer volume of emails we receive each day.

## Cancel orders

You may request than an order be cancelled provided the order has not already been processed and shipped. Simply call 567-262-3601 during Erie Ordnance Depot LLC. hours of operation to request an order cancellation. You will receive a credit for the full amount to your credit/debit card in approximately 1-2 business days. We strongly discourage sending order cancellation requests via email because it is unlikely we will receive the message in time to void the order due to the sheer volume of emails we receive each day.

## Resellers

Unfortunately, we do not currently have a reseller or discount program available at this time. Erie Ordnance Depot LLC currently already negotiates the best possible price for you, and offers these great discounts to all of our customers through our web site. Anytime we receive any specials or promotions, we will immediately post them on our web site for you to take advantage.

- Tax: All customers outside of Ohio will not be charged any state sales tax.

## Product listings

Erie Ordnance Depot LLC strives for accuracy in all item descriptions, photographs, compatibility references, detailed specifications, pricing, links and any other product-related information contained herein or referenced on our website. Due to human error and other determinates we cannot guarantee that all item descriptions, photographs, compatibility references, detailed specifications, pricing, links and any other product-related information listed is entirely accurate, complete or current, nor can we assume responsibility for these errors. In the event a product listed on our website is labeled with an incorrect price due to some typographical, informational, technical or other error, Erie Ordnance Depot LLC shall at its sole discretion have the right to refuse and/or cancel any order for said product and immediately amend, correct and/or remove the inaccurate information. Additionally, all hyperlinks to other websites from Erie Ordnance Depot LLC are provided as resources to customers looking for additional information and/or professional opinion. Erie Ordnance Depot LLC does not assume responsibility for the claims and/or representations made on these or any other websites.

## Product Revisions

Erie Ordnance Depot LLC is not responsible for changes or variations in product specifications and/or physical appearance. In the interest of our customers, Erie Ordnance Depot LLC puts forth its best efforts to ensure that all product information is up-to-date and factual. Unfortunately there are varying determinates which, although infrequent, could cause the information on our website to become outdated without our immediate knowledge. This includes but is not limited to new versions or revisions, color deviations, retail package alterations and other variations that may be considered inconsequential by the manufacturer. Erie Ordnance Depot LLC relies on the manufacturer to communicate these differences. Presently we have no way of alerting customers prior to purchase in the event the manufacturer fails to do so. Consequently, Erie Ordnance Depot LLC. will not be held responsible for product revision changes.

## Product reviews

All review submissions are subject to moderation by Erie Ordnance Depot LLC. Please follow our submission guidelines. Erie Ordnance Depot LLC moderates all review submissions to ensure that only reviews that offer helpful insight are published.\*

What to include in your submission:

1. Experiences with a fully-functional product leading to perceived pros and cons\*\*
2. Thoughts about the product's feature-set as you've experienced it

What NOT to include in your submission:

1. Profanity, obscenity and other offensive language
2. Single-word reviews
3. Non product-specific reviews
4. Any mention of Erie Ordnance Depot LLC competitors by name
5. URLs, specific pricing, and specific availability (or other time-sensitive information)
6. Experiences with a DOA, defective, damaged or otherwise semi-functional product
7. Reviews that criticize the brand or reseller without a majority of the review offering product-specific insight

\* Erie Ordnance Depot LLC reserves the right to accept or reject any review in its sole and absolute own discretion

\*\* DOA's (Dead On Arrival) are an unavoidable aspect of any business model that involves direct shipment to customers. Please understand that Erie Ordnance Depot LLC ships only products it assumes to be functional and that any defective product you may have received was either damaged in transit or was anomalous.

## Purchase Agreement

By accepting delivery of any product delivered from Erie Ordnance Depot LLC ("EOD"), you ("Customer") agree to be bound by the terms and conditions listed below. You and EOD agree that the following terms and conditions are the exclusive terms governing the sales transaction between Customer and EOD. Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods from EOD.

## Product Return Procedure

- To return a product in compliance with Erie Ordnance Depot LLC satisfaction guarantee, you must obtain a Return Merchandise Authorization ("RMA") number within the guarantee return period for the product (described above). Please call to acquire an RMA number. All RMA requests must be filed by phone. Erie Ordnance Depot LLC will not accept returns without prior authorization and a RMA number. Once issued, RMA numbers are valid for 15 days within which return products must be received by Erie Ordnance Depot LLC. RMA numbers will not be extended or reissued. Customer should prominently display the RMA number(s) on the shipping label of boxes containing the returned product.
- Customer is solely responsible for shipping any returned product to Erie Ordnance Depot LLC. Customer agrees to use only reputable carriers capable of providing proof of delivery and insurance for the entire value of the shipment. Customer agrees to bear all shipping and insurance charges and all risk of loss for the return product during shipment. Customer agrees that all returned products will be 100% complete, in re-saleable condition, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any component of the returned product is missing, Erie Ordnance Depot LLC's Return Procedure will be breached and Erie Ordnance Depot LLC may in its sole and absolute discretion reject the entire return or choose to impose additional charges against the customer for replacement of the missing component(s).
- Erie Ordnance Depot LLC will not refund to Customer the original shipping charges. In addition, Erie Ordnance Depot LLC will assess a 15% restocking fee against the Customer's account on all returns for refund.

## Warranties; All product sold "AS-IS" or "With All Faults"

Erie Ordnance Depot LLC IS A DISTRIBUTOR ONLY. PRODUCTS SOLD BY Erie Ordnance Depot LLC ARE NOT MANUFACTURED BY Erie Ordnance Depot LLC. THE PRODUCTS MAY, HOWEVER, BE COVERED BY EACH MANUFACTURER'S WARRANTY, SERVICE, AND SUPPORT POLICY (IF PRESENT). Erie Ordnance Depot LLC ASSIGNS AND PASSES THROUGH TO THE CUSTOMER ANY WARRANTY OF THE MANUFACTURER, AND CUSTOMER ACKNOWLEDGES THAT IT SHALL HAVE RECOURSE ONLY UNDER SUCH WARRANTIES AND ONLY AS AGAINST THE MANUFACTURER OF THE PRODUCTS. Erie Ordnance Depot LLC MAKES NO REPRESENTATION OR EXPRESS WARRANTY WITH RESPECT TO THE PRODUCT EXCEPT THOSE STATED IN THIS DOCUMENT. Erie Ordnance Depot LLC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR

IMPLIED, AS TO ANY SUCH PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

ALL ITEMS SOLD THROUGH Erie Ordnance Depot LLC ARE SOLD "AS-IS" OR "WITH ALL FAULTS." THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THESE ITEMS IS WITH THE BUYER. SHOULD ANY OF THESE ITEMS PROVE DEFECTIVE, DO NOT FUNCTION, OR FUNCTION IMPROPERLY IN ANY WAY FOLLOWING THEIR PURCHASE, THE BUYER, AND NOT THE MANUFACTURER, DISTRIBUTOR, OR Erie Ordnance Depot LLC, ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING OR REPAIR.

## Limitation of Liability

IN ALL CIRCUMSTANCES Erie Ordnance Depot LLC'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD. Erie Ordnance Depot LLC SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. Erie Ordnance Depot LLC SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT Erie Ordnance Depot LLC HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

## Recordings

Erie Ordnance Depot LLC does not consent to having any telephone calls recorded and reserves the right to terminate any call that is being recorded. Customer agrees not to record any call with Erie Ordnance Depot LLC unless Customer has provided clear and conspicuous notice to Erie Ordnance Depot LLC and has received prior written consent from Erie Ordnance Depot LLC.

## Orders

An order is not binding upon Erie Ordnance Depot LLC until it is accepted; Erie Ordnance Depot LLC must receive payment before it will accept an order. Payment for product(s) ordered is due prior to shipment. Customer can make payment by credit card, or some other method prearranged with Erie Ordnance Depot LLC. You agree to pay the amount(s) due as specified on the invoice, and you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

Shipping Charges

Your total cost for purchase of any product will include shipping and handling charges shown on the Erie Ordnance Depot LLC invoice.

Risk of Loss

Erie Ordnance Depot LLC will arrange for shipment of ordered product(s) to the Customer, Free On Board (F.O.B.) shipping point, meaning title to the product(s) and risk of loss passes to the Customer upon delivery to the carrier. Erie Ordnance Depot LLC reserves a purchase money security interest in the product(s) until its receipt of the full amount due. Customer agrees to allow Erie Ordnance Depot LLC to sign appropriate documents on Customer's behalf to permit Erie Ordnance Depot LLC to protect its purchase money security interest. Erie Ordnance Depot LLC will advise Customer of estimated shipping dates, but Erie Ordnance Depot LLC will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

## Governing Law and Jurisdiction

Any dispute arising out of or related to these Terms and Conditions or the sales transaction between Erie Ordnance Depot LLC and Customer shall be governed by the laws of the State of Ohio, without regard to its conflicts of law rules. Specifically, the validity, interpretation, and performance of this agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Erie Ordnance Depot LLC and Customer consent to the exclusive jurisdiction and the exclusive venue of the State Courts of the State of Ohio, Ottawa County, to resolve any dispute between them related hereto, and the parties waive all rights to contest this exclusive jurisdiction and venue of such Courts. Finally, the Customer also agree not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against Erie Ordnance Depot LLC that is more than one year after the date of the applicable invoice.

## **Severability**

If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable Ohio law.

## **Waiver**

The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

## **Entire Agreement**

These terms and conditions, together with Erie Ordnance Depot LLC's invoice regarding the products ordered by Customer, are the complete and exclusive agreement between Erie Ordnance Depot LLC and Customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between Erie Ordnance Depot LLC and Customer relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.

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