

# Terms and Conditions

By doing business with Rain Deck, LLC, you agree to accept and abide by the following terms and conditions.

## **Terminology**

The following terminology applies to these Terms and Conditions: “You” and “Your” refers to you, the person or business entity doing business with Rain Deck, LLC. “Ourselves,” “We” and “Us”, refers to Rain Deck, LLC. “We” or “Us” can also refer to you and ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to you in the most appropriate manner for the express purpose of meeting your needs in respect of provision of services and products. Any use of the above terminology or other words in the singular, plural, capitalized or not, are taken as interchangeable and therefore as referring to the same thing.

## **Confidentiality**

We are committed to maintaining the confidentiality of your personal and company information (name, phone number, website information, address, and email). We will not share this information with any other companies or individuals without your permission, except as necessary in the course of business to provide products and services to you. Additionally, we will never sell your personal information. You may choose to opt out of any email correspondence that you may receive. Just follow the steps to unsubscribe or please send an email stating your request.

## **Copyright Notice**

Copyright and other relevant intellectual property rights exist on all text relating to our services and products. We reserve all such rights.

## **Force Majeure**

Neither of us is liable to the other for any failure to perform any obligation under any agreement which is due to an event beyond our control including but not limited to any act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, military act, earthquake, flood or any other natural or man-made eventuality outside of our control which could not have been reasonably foreseen.

## **Freight Policy**

Prices stated are F.O.B. origin, freight prepaid to destination specified in the order. We charge a

shipping and handling fee, (which includes internal handling and related costs), on each order which is applied at the time of the order and reflected on your Sales Order. No other receipts for shipping and handling fee will be furnished. COD shipments are not permitted. Additional fees and conditions may apply to expedited same-day delivery, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments outside the contiguous U.S. or other special handling by the carrier. You agree to pay for any freight charges related to your order not included in our shipping and handling fee. Additional fuel surcharges may apply. Title and risk of loss pass to you upon tender of shipment to the carrier. If the product is damaged in transit, your only recourse is to file a claim with the carrier.

## **Pricing**

Our listed prices do not include freight, handling fees, taxes, or duties, and are subject to correction or change without notice.

## **Payment Terms**

Unless we have agreed to other payment terms in writing, you agree to pay at least 50% of the total price for goods and services at the time of order. The remaining balance is due prior to shipping.

## **Right to Deal**

Our past or present business dealings do not constitute any right to future products or services. We reserve the right to accept or reject any order.

## **Taxes**

You are responsible for payment of all applicable state and local taxes in your jurisdiction in connection with your order. When placing an order, you must indicate which products are tax exempt and provide a valid sales tax exemption certificate where applicable.

## **Warranty Disclaimer and Limitations of Liability**

We make no warranty or affirmation of fact or description, express or implied. We make no express or implied warranties of merchantability, fitness for a particular purpose or noninfringement of intellectual property rights. You agree to release us from any liability for claims arising out of product misuse, improper product selection, improper installation, product modification, misrepair or misapplication. You agree to waive all claims for consequential, incidental, special, exemplary, or punitive damages. Our liability in all events is limited to the purchase price paid for the product and related services that give rise to any liability.

## **Indemnification**

You agree to indemnify and hold harmless Rain Deck, LLC and all of its agents, assigns and affiliates from any and all Claims arising from or related to the purchase of products or services

from us. "Claims" means any financial loss, suit, action, or expense, including but not limited to attorney's fees attributable to bodily injury, disease, death, or destruction of tangible property.

### **Cancellation**

All product order cancellations must be approved by us in writing. You agree to pay any restocking fees or other charges applicable to cancelled orders.

### **Refunds**

We do not provide refunds under any circumstances.

### **Steps to Claim a Warranty**

1. Please refer to the applicable Rain Deck Warranty Information Sheet to determine if you are able to claim a warranty.
2. Call **888-445-7246** or email [warranty@raindeck.com](mailto:warranty@raindeck.com) with your potential warranty issues.
3. Once it is determined that your item needs to be warrantied there are two options for you to take in order to replace those items in question:

**Option A:** Our warranty department will email you a Return Shipping Label. Once it is determined that the warrantied item is in transit back to Rain Deck, we will initiate a shipment of the new replacement item.

**Option B:** If you need your replacement part expedited you can purchase the replacement part and have it shipped immediately (based on available stock) and once the warrantied item is returned to Rain Deck will refund the purchase amount of the new replacement part.

### **Governing Law**

You agree to be bound by the laws and subject to the jurisdiction of the State of Arizona in connection with any dispute or legal matter that involves us.