



TERMS AND CONDITIONS OF SALE

1.0 Contract Formation / Revision: THE PLACEMENT OR ACCEPTANCE OF ANY ORDER, INDICATES BUYER'S COMPLETE AND UNCONDITIONAL CONSENT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. The formation of any contract and Buyer's acceptance of any order is expressly conditioned on acceptance of this Agreement as the exclusive terms and conditions related to such order. Any additional, inconsistent, or differing terms or conditions proposed by Buyer are hereby rejected by Seller. If Buyer does not agree to these terms and conditions, it must immediately contact Seller and discontinue placing any orders or cancel any outstanding orders. This Agreement contains the entire understanding between the parties relating to its subject matter and supersedes all prior or contemporaneous agreements, including but not limited to any purchase order terms and conditions. The terms and conditions of this Agreement shall not be modified by any prior course of dealing or trade customs and usage. This Agreement may only be modified by a signed writing between Buyer and Seller. Waiver of terms or excuse of breach must be in writing and shall not constitute subsequent consent, waiver or excuse.

2.0 General: These Terms and Conditions cover both products and services.

3.0 Price: Please contact us for pricing prior to sending us parts or placing an order - Prices are subject to change and will be confirmed upon order. Prices are exclusive of all applicable state and federal taxes. Prices are quoted in USD (US Dollars) unless otherwise specified.

4.0 Taxes: In addition to the price of goods, the Buyer agrees to pay all sales, use, personal property, excise taxes or any other taxes, which may be imposed on sale of goods or services. If Buyer is exempt, it shall be the Buyer's responsibility to furnish Seller with proof of exemption at time of order.

5.0 Packing and Shipping Parts for Refinishing: Please carefully package your parts for shipping when sending them for refinishing (see our packaging guidelines). It is suggested that you insure your shipment. Sticky RX Refinishing Solutions accepts no liability for damaged or lost parts in transit. Sticky RX Refinishing Solutions will not be responsible for damage to electronics components as we have no way of verifying their integrity prior to receipt. If you are not sure what to send, please contact us ahead of time.

6.0 Incoming Inspection and Order Acceptance: For refinishing services, upon receipt of your parts, we will preliminary inspect parts for damage, inventory what was received and provide an order acknowledgement containing prices. If parts have damage, we will notify you and present repair or replacement options and cost before proceeding. Please review the order acknowledgement and prices ASAP and contact us if you see a discrepancy. Once your order is entered into our system and a confirmation has been sent, the work has begun and the order cannot be cancelled. Since the old sticky coating can conceal damage, we may not see any damage until the parts are cleaned. At that time, should we find any damage, we will contact you again with repair or replacement options and cost. For off the shelf products, you will receive an order confirmation via our online store.

7.0 Damage Liability: For refinishing services only, the Seller is to be held harmless against any damages to the Buyer's parts sent for refinishing. Please note: Many of these parts are old plastic that has become brittle over time. Sticky RX Refinishing Solutions will handle your parts with extreme care, however, it's often impossible to prevent damage to brittle parts from handling and cleaning. Features such as tabs and thin sections are very susceptible to breaking. We will do all possible to prevent damage but cannot be liable for accidental damage. In the event a part is damaged, we will do all possible to repair the part. If it's not repairable, we will return the part to you unfinished and without charge. We will also do all possible to help you locate a replacement part.

8.0 Payment: For refinishing services, upon completion of your order, we will email you an invoice for payment. For products, payment will be taken at time of order via our online store. Payment is due in full prior to shipment of products or services. For refinishing services, payment is due within 48 hours of order completion or storage / handling fees may apply. For refinishing services, payment must be in the form of ACH or Wire Transfer. For those that wish to pay with credit card, a 3% convenience charge will be added to the total due.

9.0 Payment with Credit and Debit Cards: Credit cards are only accepted for online orders only (standard products as shown via online store), We accept Visa, MasterCard, American Express, Discover along with a few others our payment gateway offers. Payment forms are subject to change based on payment gateways.

10.0 Payment with Company Checks, Personal Checks, Cashier's Checks and Money Orders: We accept Company Checks only from business entities. Personal Checks, Cashier's Checks and Money Orders are not accepted. For Company Checks, orders will not be shipped until funds clear unless we have approved an open credit account. Please allow 7-10 business days from receipt of payment for the funds to clear. Returned checks are subject to a \$25 fee.

11.0 Open Credit Account: In unique situations, we will extend open credit terms to companies with an approved credit application. Setting up an account can take as long as 2 weeks and therefore can delay orders. Regardless of credit applications status, all first time orders are to be paid via credit card or check. Unless otherwise specified and agreed, payments are due NET 15 days after invoice, based upon approved credit. Late Payments are subject to a charge computed at a periodic rate of 1.5% per month (18% annual) on the unpaid balance, and the Buyer agrees to pay such charges and to pay reasonable collection costs, including, but not limited to courts costs and attorney's fees if action is brought to collect from Buyer.



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12.0 FOB Shipping Point: All Shipments are FOB shipping point (Orchard Park, NY). For clarity, the Seller transfers ownership of the products or services to the buyer as soon as the carrier accepts the package. Any loss or damage in transit is the sole responsibility of the Buyer and the shipment carrier. The Seller shall not be liable for loss or damage in transit as it is out of our control. Unless specified by the Buyer in writing, all shipments are sent without insurance. If you want your package insured, you must specify that in writing (at time of order) and additional shipping charges will apply.

13.0 Shipping: We can ship to virtually any address in the world. Note that there are restrictions on some products, and some products cannot be shipped to international destinations. In stock products will usually ship the same day provided the order is received by 1:00 PM EST (Eastern-Standard Time). Orders received after 1:00 PM EST will usually ship the next business day for in-stock products. We ship Monday thru Friday with exception to all major holidays. Orders are not processed or shipped on Saturdays and Sundays. For a multiple product order, we will make every attempt to ship all products contained in the order at the same time. Products that are unavailable at the time of shipping will be shipped as they become available, unless you inform us otherwise. You will only be charged for products contained in a given shipment, plus any applicable shipping charges. You will only be charged for shipping at the rate quoted to you on your purchase receipt. The entirety of this shipping charge may be applied to the first product(s) shipped on a multiple shipment order. For refinishing services, processing time will vary depending on the size of the order and the current backlog in house. We will provide a turn around time upon receipt of parts. All processing times are estimates only.

14.0 International Orders: Items being shipped outside the United States will be subject to customary import fees (including duties, VATs, tariffs, and brokerage fees) imposed by the country into which the product is being imported and the carrier. Sticky RX Refinishing Solutions is not responsible for any customary import fees incurred by the importation of products into countries other than the United States. **The customer (the person importing the product) is responsible for paying these fees to the carrier at the time of delivery.** If the customer refuses to pay these import fees, in most cases the shipment will be abandoned in the destination country and destroyed by Customs or the carrier. In this case, Sticky RX Refinishing Solutions will be unable to issue a refund for the purchase or shipping. In the unusual circumstance that the package can be returned to Sticky RX Refinishing Solutions without cost, Sticky RX Refinishing Solutions will issue a refund for the price of the product to upon receipt. The cost of shipping will not be refunded. Law requires Sticky RX Refinishing Solutions to declare the **full value** (purchase price) and purpose (Commercial) of products on any waybills or customs documentation. We cannot declare a lower value on your package than the purchase price that you paid, and cannot designate it as a gift or sample. For international refinishing orders, payment must be made via Wire Transfer. Thank you for your understanding.

15.0 Out-of-Stock Products: All orders are processed on a first-come, first serve basis and this can result in out-of-stock conditions. We will ship your product as it becomes available. We will keep you informed of any products that you have ordered that are out-of-stock and unavailable for immediate shipment.

16.0 Returns: You may return most new, unopened items within 30 days of order for a full refund with the exception of electronic items which are not returnable. We'll also pay the return shipping costs if the return is a result of our error (you received an incorrect or defective item, etc.). You should expect to receive your refund within four weeks of giving your package to the return shipper, however, in many cases you will receive a refund more quickly. This time period includes the transit time for us to receive your return from the shipper (5 to 10 business days), the time it takes us to process your return once we receive it (3 to 5 business days), and the time it takes your bank to process our refund request (5 to 10 business days). All returns require a RMA number - please contact us prior to returning your item so we may issue a RMA number. Returns may be subject to a 25% restocking fee.

17.0 Warranty / Buyer's Remedies / Limitation of Liability: Seller warrants that the products manufactured and sold by Seller shall be free from defects in material and workmanship for a period of ninety (90) days from the date of delivery to Buyer if used under normal circumstances and provided that any defect(s) are not the result of: Installation methods, handling or other activities beyond Seller's control, customer or third party abuse or misuses, failure to adhere to Seller's instructions; or except as otherwise may be specifically stated in Sellers product literature, wear, or deterioration due to environmental conditions. For refinishing services, Seller warrants that the parts will never become sticky or the coating will never flake for the life of your car, under your ownership. The warranty is non-transferable and only offered to the original buyer. We also offer a 100% satisfaction guarantee on our refinishing services. If you are not satisfied with the outcome of a part(s), please contact us. We will arrange for you to ship your parts for evaluation and refinish if required. Our guarantee provides rework of our refinishing and no refund of the refinishing cost.

18.0 Copyright and Trademarks: Unless otherwise specified, all materials appearing on this website, including the text, website design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of Sticky RX Refinishing Solutions. Copyright © ALL RIGHTS RESERVED. No materials from this site may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without our prior written permission of Sticky RX Refinishing Solutions. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

19.0 Typographical Errors: In the event a product is listed at an incorrect price due to typographical error, Sticky RX Refinishing Solutions shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Sticky RX Refinishing Solutions shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Sticky RX Refinishing Solutions shall immediately issue a credit to your credit card account in the amount of the incorrect price.