

## FactoryMation Terms and Conditions

### READ CAREFULLY

The use of the FactoryMation.com website (this "Website"), its printed catalog, and the sale of products and services offered by FactoryMation are governed by the terms and conditions set forth below and all other disclaimers, guidelines, policies and terms and conditions of sale appearing on this Website under Customer Service (collectively, the "Terms and Conditions"). Your use of this Website in any manner, whether browsing, activating an account with us or making a purchase, constitutes your acknowledgement that you have read the Terms and Conditions and that you agree to follow and be bound by them. FactoryMation reserves the right to modify or change the Terms and Conditions at any time without prior notice to you. Therefore, we recommend that you please read them carefully each time you use this Website.

Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. **You agree that all subsequent purchases by you will be subject to the terms and conditions of this Terms of Use, which shall apply until we post a modified Terms of Use and then in accordance with such modified Terms of Use.** As long as you comply with this Terms of Use and any such modifications, FactoryMation LLC grants you ("End User") a personal, non-exclusive, non-transferable, non-sub-licensable, limited privilege to enter and use the Site.

You agree to use this Website only for lawful purposes. The following activities are strictly prohibited: (i) misrepresenting the identity of a user; (ii) tampering with this Website; and (iii) conducting fraudulent activities.

#### 1. Methods of Payment and Taxes

We accept MasterCard, VISA, Discover, American Express, or PayPal. Orders placed with credit or debit card are authorized for the full amount of the order at the time of order. This authorization secures funds but is not a charge. If an order is canceled, the authorization hold will expire in accordance with your financial institution's policy. For questions concerning authorization holds and release of funds, please contact your card issuer.

For your security, your billing name, address, and card security code must match the information provided by your bank. We reserve the right to cancel any order that does not meet these criteria.

You may also establish a NET30 account for Purchase Order transactions. Open accounts require prior credit approval and credit limits will be determined and enforced by FactoryMation. Credit applications can be found online or by calling 1.800.972.0436. Send invoice payments to:

**FactoryMation, LLC**  
**P.O. Box 4037**  
**Canton, GA 30114**

Payment terms are net thirty (30) days from the date of invoice. FactoryMation must receive payments at the "Remit To" address on or before the due date. NET30 accounts are payable by check only. Credit cards will not be accepted as payment for terms accounts. Delinquent accounts may be placed on hold or terminated and collections action pursued at the discretion of FactoryMation.

Unless expressly set forth on the FactoryMation LLC site, we do not accept any other payment form. If we offer or accept any other form of payment, you hereby agree to all restrictions, terms and conditions associated with such additional form of payment. For credit card transactions, your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not this Terms of Use to determine your rights and liabilities as a cardholder. **YOU, AND NOT FactoryMation LLC, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY.** You agree to pay all fees and charges incurred in connection with your purchases (including any applicable shipping charges or taxes) at the rates in effect when the charges were incurred. Unless you notify FactoryMation LLC of any discrepancies within thirty (30) days after they first appear on your credit card statement or on a FactoryMation direct invoice, you agree that they will be deemed accepted by you for all purposes. If FactoryMation LLC does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by FactoryMation LLC or its agents.

You are responsible for paying any governmental taxes imposed on your purchases, including, but not limited to, sales, use or value-added taxes. FactoryMation LLC shall automatically charge and withhold the applicable sales tax for orders delivered to states or localities that it deems is required.

- a) Sales taxes are calculated based on state and local jurisdiction rates, where required. All orders submitted without a valid and accepted tax exemption will be subject to sales tax if required by the ship-to jurisdiction. You will have an opportunity to review any applicable tax before order completion, and by completing the order with sales tax you agree to pay the tax as stated. Collected taxes will not be refunded.
- b) To request tax exemption for a state, you must provide a valid and complete tax exemption certificate for that jurisdiction. Requests for tax exemption must be accepted by FactoryMation, LLC to take effect. We reserve the right to reject tax-exemption requests or documentation at our discretion.
- c) By submitting tax documentation to FactoryMation, LLC, you are representing that the information accurately reflects your tax status and that you will provide updated documentation as needed to maintain the accuracy of your tax status. We may require updated exemptions periodically due to upcoming expiration dates, account changes, or internal review processes. Failure to provide updated documentation may result in tax-exempt status being removed from the account.
- d) Tax exemption documentation, if accepted, will be assigned to the specific account number. New accounts opened via our online webstore will not have access to existing account information or tax status. If you have a tax-exempt account and require additional login for the website, contact Customer Service.
- e) If we begin collecting tax in additional states or jurisdictions, you will be required to submit applicable tax exemptions for the new jurisdictions, regardless of previously supplied documentation.

#### 2. Order Acceptance Policy

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. FactoryMation LLC reserves the right at any time after receipt of your order to accept or decline your order for any reason. FactoryMation LLC further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by FactoryMation LLC upon shipment of products or performance of services that you have ordered, or upon the completion of the license and delivery of a Digital Download, as indicated by our servers. Title to goods passes to you upon delivery to the common carrier.

#### 3. Prices

Prices are subject to change at any time. Orders will be invoiced at the price prevailing at the time of order confirmation. We cannot guarantee prices for the life of our printed catalog or website.

FactoryMation LLC RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR PRODUCTS OR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SITE OR BY E-MAIL DELIVERY TO YOU.

#### **4. No Responsibility To Sell Incorrectly Priced Products.**

FactoryMation LLC shall have the right to refuse or cancel any orders placed for products listed at an incorrect price or containing any other incorrect information or typographical errors. FactoryMation LLC 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, FactoryMation LLC shall immediately issue a credit to your credit card account in the amount of the charge.

#### **5. Shipping**

Stock products will typically be shipped the same day for customer orders received up to 6pm ET. Prepaid orders placed by mail, large quantities, built-to-order, or custom orders may take longer. All freight charges are paid in advance, or they can be charged to your company's freight collect account number. For certain heavy items, we use LTL (less-than-trailer load) carriers. LTL shipments are 'prepaid and add' transactions due at the time of invoice. Commercial locations without dock access, residential locations, or other limited access locations (as determined by the freight company) may incur additional fees for delivery. Additional services, such as Inside Delivery, Lift gate, or Notification Prior to Delivery, and/or Residential delivery surcharge, may be required and subject to additional cost. All fees are the responsibility of the receiver and by accepting these services you authorize FactoryMation to bill you for any additional charges.

All LTL shipments must be carefully inspected for damage at the time of delivery. Damaged freight should be refused and thorough notes made on the Bill of Lading. Contact FactoryMation after refusal to report the damaged shipment. Signing for acceptance of an LTL shipment acknowledges that the goods were received in good working order. Once signed for, any claims for damages must be made directly to the carrier.

Free Ground shipping is granted to destinations within the continental United States on all web orders above \$500. Domestic orders are shipped the best/most economical way, with UPS as the most often preferred carrier when shipment is within applicable weight and size specifications (FOB shipping point). Express delivery is also available by UPS. Delivery service via other carriers will be sent freight collect with valid account number. Shipments to Canada may be subject to additional customs charges and taxes.

Product damages or discrepancies must be reported to FactoryMation within 72 hours of delivery. If the shipment is refused or returned, you will be responsible for original shipping charges and the cost of return shipping. Any cost incurred by FactoryMation related to the return of refused shipments will be deducted from any refund you would receive or billed to your credit card or NET30 account if the total charges exceed the amount of the return.

Shipments outside the US may be subject to additional customs charges and taxes (see international terms).

#### **6. International Terms**

All international orders are payment due at the time of order.

We accept MasterCard, VISA, Discover, and American Express. Your credit card will be charged at the time the order is placed. International credit cards require additional verification, which may delay shipping of your order.

Wire transfers are also accepted for international orders. An additional bank fee of \$75 applies to wire transfer payments and is the responsibility of the customer. This fee will be waived on orders of \$2000 USD or more.

All prices are stated and must be paid in US Dollars (USD). We ship via UPS Worldwide service. UPS Worldwide includes basic brokerage fees, but does not include duties/taxes or additional brokerage fees that may be charges by customs on entry. Any additional fees are the responsibility of the receiver. Shipment by FCA using your freight forwarder is available at your request.

#### **7. Delivery Dates**

FactoryMation guarantees delivery of customer orders, on in stock products when shipped via UPS, and orders are entered and approved in accordance with our terms and conditions of sale (see applicable sections of this document). FactoryMation fully endorses the UPS guarantee of on-schedule delivery of packages shipped via UPS Air Services, UPS 3 Day Select, and UPS Ground, where such services are available, to all 50 states and Puerto Rico. (see [www.ups.com](http://www.ups.com) "Terms and Conditions of Service"). If a customer order is not delivered on the determined delivery date, in accordance with the above mentioned conditions, FactoryMation will pay all shipping costs for the aforementioned order.

#### **9. Built-to-Order Modified Orders**

Built-to-order or modified items are non-cancellable, non-returnable.

Order Placement - The following items are required for order placement of built-to-order or modified items:

- (1) Receipt of purchase order
- (2) Receipt of technical information/specifications necessary
- (3) Receipt of payment - We accept most major credit cards or NET30 with approved credit application (see Method of Payment)

Drawing/Schematic Approval - Once the order is placed, FactoryMation will provide layout drawings and/or schematics to the customer when applicable. These drawings and/or schematics must be returned to FactoryMation with signature approval. Production begins only after receipt of approval. Once approved, order is non-cancellable and any customer specified changes, if deemed possible, will incur additional fees.

Production Time - The estimated production time varies by product type and will be confirmed at the time of order. The expected ship date will be confirmed after approval.

Delivery - FCA, Canton GA. Shipping costs will be calculated at time of order.

Custom projects may be subject to payment schedule terms with 30% due on order, 30% due at drawing/schematic submission, and 40% due on completion.

## 10. Warranty

Except as otherwise stated, the only warranties applying to materials sold are those, if any, specifically provided by the manufacturer to be honored by the manufacturer. As sellers, we make no warranties, expressed or implied, of performance, merchantability, workmanship, quality, durability, suitability, or non-infringement including those instances where changes, alterations or modifications are made in materials at the request or instruction of the purchaser. In no event shall we be liable for any incidental, special, indirect, punitive, lost profits or consequential damages of any nature. Any product deemed as defective in accordance its manufacturer warranty policy, can only be returned to FactoryMation with a pre-assigned Return Material Authorization (RMA) number. Assignment of an RMA number and all other product return policies are documented in the FactoryMation Returns Policy located on this website at [www.factorymation.com](http://www.factorymation.com).

## 11. Non-warranty Returns

Any non-warranty returns must be unopened, unblemished, and unused and returned to our Returns Warehouse within 30 days from order fulfillment. Unopened and unused products may be returned for credit only after completion of the required RMA procedure. All returns will be inspected upon arrival (refer to Returns Applicable Criteria for more details) at the Returns Warehouse. Unopened products that meet all of the applicable criteria may be subject to a 20% restocking fee. The customer is responsible for all shipping fees associated with returns including any applicable freight allowed costs from original order. Some products such as fuses and special order products are not eligible for non-warranty returns.

## 12. Copyright and Trademark Notice

This Site and the FactoryMation printed catalog, and all materials, including, but not limited to, images, illustrations, posts, audio clips, video clips (the "Materials") is the property of Factorymation LLC and its affiliates and licensors and are protected from unauthorized copying and dissemination by copyrights that are owned or licensed by Factorymation LLC and by copyright law, trademark law, international conventions and other intellectual property laws. You may not reproduce, perform, create derivative works from, republish, upload, post, transmit, or distribute in any way whatsoever any Materials from [www.factorymation.com](http://www.factorymation.com), our bulletin board, or any other web site owned or operated by Factorymation LLC without the prior written permission of Factorymation LLC. However, you may download or make one copy of the Materials and other downloadable items displayed on the Site, provided that the same are not used for any commercial purpose, distributed to third parties or offered for sale to third parties, and further provided that all copyright and other notices contained in the Materials are left intact. Any modification of the Materials, or any portion thereof, or use of the Materials for any other purpose constitutes an infringement of the Factorymation LLC's copyrights and other proprietary rights. Use of these Materials on any other web site or other networked computer environment is prohibited without prior written permission from Factorymation LLC.

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All trademarks or service marks are property of their respective owners. The use of any Factorymation LLC trademark or service mark without Factorymation LLC's express written consent is strictly prohibited.

## 13. Use of Site

Certain services offered on or through the Site require you to first open an on-line account. You are responsible for maintaining the confidentiality of your on-line account information, including your password, and for all activity that occurs under your account. You agree to notify Factorymation LLC immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Factorymation LLC or any other user of the Site due to someone else using your password or customer account. You may not use anyone else's password or customer account at any time. You may not attempt to gain unauthorized access to the Site. Should you attempt to do so, assist others in making such attempts, or distributing instructions, software or tools for that purpose, then your customer on-line account will be terminated. You agree to provide us with accurate, current and complete information about yourself and your billing information as prompted by the registration process. You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy, probe, test or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or any of the systems or networks comprising or connected to the Site.

You also agree that Factorymation LLC may, in its sole discretion and without prior notice to you, terminate your access to the Site and your on-line account for any reason, including without limitation: (1) attempts to gain unauthorized access to the Site or assistance to others' attempting to do so, (2) overcoming software security features limiting use of or protecting any Content, (3) discontinuance or material modification of the Site or any service offered on or through the Site, (4) violations of this Terms of Use, (5) failure to pay for purchases, (6) suspected or actual copyright infringement, (7) unexpected operational difficulties, or (8) requests by law enforcement or other government agencies. **You agree that Factorymation LLC will not be liable to you or to any third party for termination of your access to the Site.**

## 14. Personal Information

You must disclose certain Personally Identifiable Information to use our Site, register, and make purchases. As a condition of registering with our Site or making any purchases of any products and/or services or conduct any transactions, you represent that you have first read our Privacy Policy and consent to the collection, use and disclosure of your Personally Identifiable Information and Non-Personally Identifiable Information as described in our Privacy Policy. Our Privacy Policy's terms and conditions will change from time to time, and as a condition of browsing the Site, using any features or making any purchase, you agree that you will first review our Privacy Policy prior to making any initial or subsequent purchases.

While Factorymation LLC takes reasonable steps to safeguard and to prevent unauthorized access to your personal information, we cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to your private information. **IN NO EVENT SHALL FACTORYMATION LLC OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES (WHETHER CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHERWISE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT OR OTHER THEORIES OF LIABILITY, AND ALSO REGARDLESS OF WHETHER Factorymation LLC WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.**

**15. Consent To Our Communication With You By E-Mail**

By establishing an on-line account with us, and each time you make a purchase through our Site, you grant permission for Factorymation LLC to contact you at your e-mail address. To stop receiving our marketing emails, send an e-mail to us at [optout@factorymation.com](mailto:optout@factorymation.com). or follow the opt-out procedures set forth in such marketing emails.

**16. Indemnification**

You agree to indemnify and hold harmless Factorymation LLC and its parents, sister companies, subsidiaries, affiliates, service providers, other End Users, distributors, licensors, officers, directors and employees from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or related to your violation of this Terms of Use, or your violation of any law, regulation or third-party right.

**17. DISCLAIMER**

FACTORYMATION LLC IS PROVIDING THIS SITE AND ITS CONTENTS ON AN "AS IS" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ALTHOUGH FACTORYMATION LLC BELIEVES THE CONTENT TO BE ACCURATE, COMPLETE, AND CURRENT, FACTORYMATION DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ACCESSIBLE ON THIS SITE IS ACCURATE, COMPLETE, OR CURRENT.

**18. LIMITATION OF LIABILITY**

THE ENTIRE RISK ARISING OUT OF THE USE OF THE SITE, THE USE OF ANY PRODUCTS OFFERED ON OR IN CONNECTION WITH THE SITE, AND/OR THE USE OF ANY CONTENT AND/OR DIGITAL DOWNLOADS REMAINS WITH YOU. NEITHER THE COMPANY, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, DISTRIBUTORS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THIS SITE ARE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE OR THE INFORMATION CONTAINED ON THIS SITE, EVEN IF COMPANY (OR ANY THIRD PARTY POSTING INFORMATION ON THIS SITE) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY (OR THE TOTAL LIABILITY OF ANY THIRD PARTY PROVIDING INFORMATION ON THIS SITE) TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THIS SITE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED ONE DOLLAR (US\$1.00). YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES AND LIMITED REMEDIES SET FORTH HEREIN REPRESENT AN INSEPARABLE ALLOCATION OF RISK (INCLUDING, WITHOUT LIMITATION, IN THE EVENT OF A TOTAL AND FUNDAMENTAL BREACH OF THIS TERMS OF USE) THAT IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**19. General**

No delay or failure to take action under this Terms of Use shall constitute any waiver by Factorymation LLC of any provision of this Terms of Use. If any provision of this Terms of Use is invalid or unenforceable under applicable law, it is, to that extent, deemed enforceable to the fullest extent possible (and severable in the event such provision is completely unenforceable) and the remaining provisions of this Terms of Use will continue in full force and effect. This Terms of Use will bind and inure to the benefit of Factorymation LLC's permitted successors and assigns. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises. This Terms of Use shall be governed by the laws of the State of Georgia without regard to or application of any conflict of laws provisions. You consent to the exclusive jurisdiction of the state and federal courts sitting in Fulton County, in the State of Georgia. This Terms of Use is personal to you and may not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Terms of Use shall be null and void. Factorymation LLC may freely assign this Terms of Use without consent or notice. This Terms of Use (including all documents expressly incorporated herein by reference, including but not limited, to the relevant Usage Rules) constitutes the complete and exclusive agreement between Factorymation LLC and you with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein.

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