

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.hardwareandfasteningsolutions.com** (the "Site"). This Site is owned and operated by Hardware & Fastening Solutions. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Hardware & Fastening Solutions and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site; or
- Act in any way that could be considered fraudulent.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Goods

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

- Industrial Supplies.

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- Debit;
- Direct Debit; and
- Net 30.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Shipping and Delivery

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- UPS.
- USPS
- LTL

- Our own truck

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and statutory holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

Refunds

Refunds for Goods

Refund requests must be made within 30 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- Good is broken;
- Good does not match description;
- Good is the wrong size;
- Purchaser changed their mind; or
- Good does not meet the purchaser's expectations.

A Return Materials Authorization(RMA) is required for all returns and refunds.

Refunds do not apply to the following goods:

- Drill & Tap Items.

Returns

Returns can be made in person at the following location(s): At our warehouse.

Returns can be made by mail. To return a good by mail, follow the following procedure:

Customers must first request authorization for the return and include a copy of the Return Materials Authorization(RMA). Depending on the nature of the return freight may or may not be covered.

Consumer Protection Law

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

Hardware & Fastening Solutions and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site. Hardware & Fastening Solutions shall not be liable for any special or consequential damages that result from the use of, or inability to use, the materials on this website or the performance of the products, even if Hardware & Fastening Solutions has been advised of the possibility of such damages.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Hardware & Fastening Solutions and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of New York.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Trademarks

All trademarks, service marks and trade names of Hardware & Fastening Solutions used on this website are trademarks or registered trademarks of Hardware & Fastening Solutions or the companies which

Hardware & Fastening Solutions represents. You shall not infringe upon the permission that Hardware & Fastening Solutions has to use the trademarked names of the companies that they represent. In doing so you subject yourself to any action Hardware & Fastening Solutions feels necessary to take along with the companies that hold the trademark as well as any federal copyright laws.

Warranty

This website and the materials and products on this website are provided "as is" and without any warranties of any kind express or implied. To the fullest extent of applicable law, Hardware & Fastening Solutions disclaims all warranties, express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose and non-infringement. Hardware & Fastening Solutions does not warrant that the products contained on this website, in the case of any defects, will be corrected. Hardware & Fastening Solutions does not make any warranties or representation regarding the use of the materials on this website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

Term; Termination

These terms and conditions are applicable to you upon accessing this website. These terms and conditions, or any part of them, may be terminated by Hardware & Fastening Solutions without notice at any time, for any reasons. The provisions relating to Copyrights, Trademark, Warranty, Limitation of Liability, and Indemnification shall survive any termination.

Notices and Contacts

Hardware and Fastening Solutions may deliver notice to you by means of e-mail, a general notice on their website, or by other reliable method to the address or e-mail you have provided to Hardware & Fastening Solution. Hardware & Fastening Solutions does not sell or give out contact information. By giving Hardware & Fastening Solutions your contact information, you are agreeing to any and all communications unless you instruct Hardware & Fastening Solutions to do otherwise.

Hardware & Fastening Solutions Account Disclaimer

Any customer who has the privilege of holding a Hardware & Fastening Solutions Net 30 day account is subject to all applicable law should they not make good on their duty to pay. Hardware & Fastening Solutions shall not hesitate to take the appropriate legal actions against those who do not make good on their duty to pay. Hardware & Fastening Solutions reserves the right to cancel a Net 30 account at any time due to the customer's inability to pay.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(877) 277-7640

sales@hfs.us.com

389 Lombard Street Rochester, NY 14606

You can also contact us through the feedback form available on our Site.