

TERMS AND CONDITIONS

HOURS: 9:00am-6:00pm (PST) Monday-Saturday closed Sunday and USPS holidays.

PRICES: All prices are subject to change without notice.

AVAILABILITY: Not all products listed in CHM System P-4R's catalog are guaranteed to be available at the time of order, if at all. CHM System P-4R reserves the right to cancel or delay plans for product introduction at our discretion.

BACK ORDERS: All backorders will be automatically shipped when available unless the customer indicates "NO BACKORDERS". Backorders more than 30 days old will be confirmed before shipment.

SHIPPING: The customer is responsible for all shipping charges. All orders are shipped via UPS-ground unless customer makes other arrangements. Customer may, at their expense, request UPS-Red, UPS-Blue or UPS 3-Day service. All products are carefully picked, packed, inspected and in good condition when shipped. Responsibility for the product becomes the customer's when product is transferred to a common carrier. All shipments must be inspected upon receipt.

All claims for damages and shortages are to be made with the carrier.

DISCREPANCIES: For discrepancies not related to damages or shortages, you must contact CHM within five (5) business days of receipt.

PRODUCT USE: All products are offered and designed for use with standard machines. CHM System P-4R makes no claims as to their effectiveness on modified machines.

LIMITED WARRANTY: All merchandise manufactured by CHM System P-4R has a warranty against manufacturing defects for a period of one (1) year from the date of invoice. Proof of purchase, such as the original invoice, must accompany all warranty claims. A return authorization number must be issued by CHM System P-4R before product is returned. Returns must be sent back to CHM System P-4R freight prepaid. The warranty is limited to replacement of defective product(s). CHM System P-4R will not warranty any product that has been modified or where the product was improperly installed, abnormally used or misused. Warranties will be honored to the direct purchaser only. CHM System P-4R reserves the right to repair, replace or issue credit for defective product at their discretion. This limited warranty is in lieu of all other guarantees or warranties expressed or implied. Buyer assumes all risk for any and all damage caused to themselves, a third party and/or property by virtue of failure of these products.

RETURNS: No returns are accepted after 30 days of purchase. Any request to return product must be made within the terms of the limited warranty. Product authorized for return must have:

Return authorization number (RA#) written on the outside of the parcel

Copy of the original invoice for the item(s) purchased

Letter of explanation

Authorized returns will be handled by refund check, repair or replacement. No credit will be issued for labor or other costs incurred beyond the value of the original product. New product must be in original packaging and in a condition fit to sell as new. There is a 20% restocking fee for the authorized return of new product. Used product, if found to be defective, are not valued at the full purchase price. A depreciated value will be estimated for used product. Product accepted as a warranty claim will be repaired or replaced and returned via UPS ground freight no charge. No returns are accepted on electrical components/ignitions. All sales are final on discontinued and closeout items. All returns, even if defective, are to be sent back as clean as possible.

PAYMENT: Orders may be prepaid by money order, cashiers check, wire transfer or check from a commercial account. We accept Visa, MasterCard or American Express. Cash is not accepted. Any overpayment will be posted as a credit on account or refunded when requested in writing. Credits are valid for a period of one (1) year from issuance. Orders may be shipped COD via UPS at the customers expense.

RETURNED CHECKS AND REFUSED SHIPMENTS: A \$25.00 processing fee will be charged for all returned checks. The fee charged for refused shipments is \$25.00 or 20% restocking, whichever are greater, plus applicable freight charges. Payment is to be made in full immediately.

TRADEMARKS: CHM System P-4R's rights in the patents, trademarks, trade names, logos and/or service marks (collectively the "CHM Logos") are valuable assets of CHM System P-4R, and shall remain the sole and exclusive property of CHM System P-4R. Accordingly, no individual shall have the right to use the CHM Marks in any manner whatsoever without the express prior written consent of CHM System P-4R. Any and all advertising by dealers related to CHM System P-4R's products or utilizing the CHM Marks must be approved in writing at least thirty (30) days prior to the commencement of the promotion.