



# TERMS AND CONDITIONS

UPDATED November 2013

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- 1. Privacy:** We will not rent or sell your name, address, email address, credit card information or any other personal information to any third party. If you have purchased from us or have created an account with us, we may occasionally update you via email to announce special discounts or new features. If you do not wish to receive email from us, simply follow the instructions to unsubscribe.
  - 2. Shipment:** All shipments are made F.O.B. DWG's shipping point unless specified. DWG selects the carrier. Title to products and risk of loss pass to Buyer upon delivery of the products by DWG to the carrier or delivery service. Buyer assumes all risk of loss in shipping and all liability for loss or damage, whether direct, indirect, consequential or otherwise, due to delays once the products have been delivered to the carrier.
  - 3. Delivery:** DWG shall not be responsible for loss, damage, delay or failure with respect to the products if due to or arising from shortage of raw materials, fires, labor troubles of any kind, accidents, breakdown of machinery, government acts of any kind, failure of manufacturers, subcontractors or suppliers to deliver materials or supplies or to provide services as agreed or contemplated by past dealings, transportation difficulties of any kind, acts of God, acts of Buyer or anything reasonably beyond DWG's control, whether or not presently occurring or contemplated by either party. DWG shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay until it shall have such additional time within which to deliver the products as may be reasonably necessary under the circumstances and shall have the right to apportion its inventory among its customers.
  - 4. Return Policy:**

**Return for Credit Unused Product:** At its option, DWG may accept as a return for credit unused product in its original package and in a condition that could be sold as new providing the product was purchased from DWG no more than thirty (30) days prior to the date of return. Buyer must provide proof of purchase within the preceding thirty (30) days and method of payment. Buyer shall be responsible for any freight on returns and returns must include all original instructions and packaging within the original box. Special order items are, at DWG's option, non-returnable or may be returned and subject to a restocking fee. For non-returnable items, no return privileges apply.

**Defective Product Replacement Policy:** Solely as a convenience to Buyer, any product that is initially defective (bad-out-of-the-box) may be exchanged for a new product at no charge to Buyer in accordance with the manufacturer's policy that is being passed along to Buyer by DWG or, at DWG's option, be returned for credit in accordance with the manufacturer's policy. Manufacturers' policies may vary. Buyer must provide a copy of the invoice number for the product being returned. DWG will, at Buyer's cost for freight, take the product and send it to the manufacturer. If the manufacturer determines that the product is not defective (bad-out-of-the-box) or not otherwise new, Buyer shall pay DWG all charges relating to the product as well as the replacement product previously given or, if applicable, have the credit given to Buyer reversed.

**Repairs of Product Under Warranty:** As a convenience to and on behalf of Buyer, DWG will ship products for warranty or other service to the appropriate manufacturer in which event any repair, shipping or handling costs will be passed on to Buyer.
  - 5. Damaged Items:** If you observe that the box in which your items arrived in appears damaged by the shipping provider, you must contact us immediately upon receipt so we can arrange an on-site evaluation by our Shipping Provider.
  - 6. Exclusion of Warranties:** DWG assigns to its customers those warranties and only those warranties extended by its vendors. DWG does not itself warrant any product and sells only on an as is basis. If any product fails to meet the limited vendor warranty, DWG shall, at its option, correct any such failure by repairing any defective or damaged parts of damaged product, or make available, F.O.B. shipping point, any necessary repaired or replacement parts. DWG reserves the right to replace any product under the vendor warranty with new or remanufactured product. DWG will not be responsible for labor costs of removal or reinstallation of products. The repaired or replaced product is then warranted only if and to the extent warranted by its vendor. This "Exclusion of Warranties" section sets forth the exclusive remedies for claims based on any defect, failure, malfunction, or any other performance or non-performance of any product, whether the claim is in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, and however instituted. Upon expiration of the applicable limited warranty period, any liability of DWG in connection with such exclusive remedies shall terminate, and Buyer shall have 30 days after the warranty period to give written notice of any defects, failures, malfunctions, or other performance or non-performance issue that appeared during the warranty period. The foregoing limited warranty is exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OR BY MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

DWG encourages Customers to return products directly to the manufacturer or other approved service location for prompt warranty or other repair service. As a convenience to and on behalf of the customer, DWG will ship products for warranty or other service to the appropriate vendor, in which event any repair, shipping or handling costs will be passed to the customer.

- 7. Limitation of Liability:** DWG's liability to Buyer on any claim of any kind, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from the transaction, or from DWG's performance or breach thereof, or from the design, manufacture, sale, resale, installation, repair, operation or use of any products furnished herein, shall in no event exceed the price paid by Buyer for the products which give rise to the claim, which amount shall be fixed as liquidated damages and not as a penalty, and shall be the complete and exclusive remedy against the DWG. Any such liability shall terminate upon the expiration of the applicable warranty period. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL DWG OR ITS SUPPLIERS OR VENDORS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWN TIME COSTS, OR CLAIMS OF BUYER'S CUSTOMER FOR