## TERMS AND CONDITIONS

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# **Change in Terms**

By J.J., Inc. shall have the right at any time and without prior notice, at its sole discretion, to revise these terms and conditions or to impose new terms and conditions with respect to access to or use of the Site. Such revisions and additions shall be effective immediately upon notice thereof, which may be given by any means, including but not limited to posting the revised or additional terms and conditions on the Site. You are responsible for reviewing the Site periodically for any modification to this User Agreement that may affect your rights or obligations hereunder. You agree that you shall be deemed to be apprised of and bound by any modification by By J.J., Inc. to these terms and conditions. ANY ACCESS OR USE OF THIS SITE BY YOU AFTER NOTICE OF REVISIONS OR ADDITIONS TO THESE TERMS

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### Indemnification

You agree to defend, indemnify and hold harmless By J.J., Inc., its vendors, and their affiliates and related entities and their respective directors, officers, employees and agents from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable attorneys' fees and court costs), arising out of or relating to your breach of these terms and conditions or your access to or use of the Site. The foregoing indemnification obligation shall survive termination of these terms and conditions and By J.J., Inc. and any product provided to you arising out of or relating to your use of the Site.

### **Prices**

All prices displayed on the Site are quoted in U.S. Dollars. By J.J., Inc. hereby restricts delivery to addresses only within the United States.

### **Orders**

Orders are not binding upon By J.J., Inc. until accepted by By J.J., Inc. The receipt by you of an order confirmation does not constitute By J.J., Inc.'s acceptance of an order. Prior to By J.J., Inc.'s acceptance of an order, verification of information may be required. By J.J., Inc., reserves the right at any time after receipt of your order to accept or decline your order, or any portion thereof, even after your receipt of an order confirmation from By J.J., Inc., for any reason. By J.J., Inc. reserves the right to limit the order quantity on any item and to refuse service to any Customer without prior notification. If a product is listed at an incorrect price due to supplier pricing information or typographical error, By J.J., Inc. shall have the right to refuse or cancel orders placed for the product listed at the incorrect price, regardless of whether 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, By J.J., Inc. shall promptly issue a credit to your credit card account in the amount of the incorrect price.

## **Payment Terms**

Terms of payment are within the sole discretion of By J.J., Inc.

By J.J., Inc. accepts VISA, MasterCard for payment in the online store.

The Customer is responsible for sales and all other taxes associated with the order.

### **Returned Checks**

There will be a \$30.00 service charge for each check returned to By J.J., Inc. from the bank. Repeated occurrences of returned checks will result in your account being placed on a cash-only basis.

### **Freight Policy**

All shipping charges are included in the sales price. All shipments are shipped via FedEx and USPS. Most shipments will ship within three (3) to four (4) business days. We ship only within the United States.

#### Cancellations

Every effort will be made to cancel orders at the Customer's request as soon as possible, however any order cancelled after shipping must be returned at the Customer's expense and will require return authorization from By J.J., Inc. as set forth below.

## **Return Policy**

By J.J., Inc. makes every effort to ensure the accuracy in all of our orders. However, in the unlikely event that we make an error, email our Returns Department at info@jjpips.com to obtain a Return Merchandise Authorization (RMA) number for shipping your product. No returns of any type will be accepted without an RMA number. To ensure prompt service, be sure to have available the following information: customer name, invoice number, product ordered and nature of the problem.

All products returned must be 100% complete, contain all original boxes and packing materials and have original UPC codes on the packaging.

You are responsible for shipping charges on returned items.

By J.J., Inc. strongly recommends that you fully insure your return shipment in case it is lost or damaged and you use a carrier that can provide you with proof of delivery for your protection.

If merchandise arrives damaged or in short quantity, it is best to refuse it back to the carrier attempting delivery.] If you accept the package, please make sure it is noted on the carrier's delivery record in order for By J.J., Inc. to file a damage claim. Save the merchandise and the original box and packing in which it arrived, notify By J.J., Inc. immediately to arrange for a carrier inspection and a pick up of damaged merchandise.

Defective returns can be returned directly to By J.J., Inc. within 15 days from the invoice date, at By J.J., Inc.'s discretion for: credit, replacement or exchange.

# Damaged Merchandise or Wrong Type or Quantity of Product

Damaged merchandise or merchandise shipped to you in the wrong type or quantity must be reported to By J.J., Inc. within ten (10) days. Keep all packing materials. By J.J., Inc. will not accept claims after ten (10) days of delivery date. When merchandise is discovered damaged after opening, please email our Returns Department at info@jjpips.com to obtain a Return Merchandise Authorization (RMA) number for shipping your product. No returns of any type will be accepted without an RMA number.

If we confirm that the item is defective, we will ship you a replacement product as soon as possible.

All non-defective returns are subject to a twenty percent (20%) re-stocking fee.

### **Back Orders**

Products displayed on the Site are available while supplies last. Out of stock merchandise will be backordered automatically. By J.J., Inc. will notify customers if backordering is necessary at which time customers may opt to cancel their order. Items available from the order will be shipped immediately and not held until the backordered item is available, separate shipping charges will be billed with each shipment.

### **Credit Cards**

Credit card charges are processed online after ordering the product(s).

## **Termination**

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