

# EEI TESTING MATERIALS TERMS AND CONDITIONS

## 1. ACCEPTANCE OF TERMS.

Customer agrees that all purchases of Products through this website will be governed by these terms and conditions unless agreed to in writing otherwise. It constitutes the entire agreement of Customer and ARServices, Inc concerning this matter, and supersedes all discussions, proposals, bids, invitations, orders, and other communications, oral or written, on this subject. These Terms and Conditions may not be waived, amended, or modified in any way except through a written agreement signed by the President of ARServices, Inc. If any one or more provisions of this Agreement are found to be illegal or unenforceable, the remaining provisions will be enforced to the maximum extent possible. To the extent any purchase order from Customer conflicts with or amends these terms and conditions in any way, these terms and conditions, as unmodified, will prevail. THIS AGREEMENT WILL BE GOVERNED BY, CONSTRUED, AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA.

## 2. PRODUCTS.

“Products” means those items ordered by Customer as listed on the EEI Testing Materials Order Templates found on this website.

## 3. RETURNS POLICY.

Returns of Products are subject to the following terms:

- a. Damaged or defective materials may be returned for exchange within 60 days from the date of shipment from ARServices, Inc.
- b. Returns are accepted within 6 months of purchase only for Products that are still being offered by ARServices, Inc at the time of return.
- c. Proof of purchase through ARServices, Inc is required to receive full credit at original price.
- d. Materials returned after 60 days but prior to 6 months after purchase are subject to a return handling charge of \$25.00 per returned parcel.
- e. Materials must be in clean, saleable condition (unused and undamaged), in sets or packages, as originally purchased.
- f. Return shipments must be sent prepaid and insured in a durable envelope or box to avoid damage via United Parcel Service (UPS) or FedEx Corporation (FedEx), to: ARServices, Inc., 10407 S. Toledo Avenue, Tulsa, OK 74137.
- g. Provide ARServices, Inc with the name and telephone number of an individual who can be contacted regarding the return/exchange.

## 4. WARRANTY.

EXCEPT AS STATED IN PARAGRAPH 3 (RETURNS POLICY), ARSERVICES, INC. MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

## 5. LIMITATION OF LIABILITY.

IN NO EVENT WILL ARSERVICES, INC BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR PURCHASE OR

USE OF SERVICES PROVIDED THROUGH ARSERVICES, INC. NOTWITHSTANDING ANY OTHER PROVISION OR AGREEMENT BETWEEN CUSTOMER AND ARSERVICES, ARSERVICES' TOTAL LIABILITY TO ANY PARTY ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO ARSERVICES, INC. FOR THE PRODUCTS OR SERVICES.

**6. OTHER CONSIDERATIONS.**

Title to physical copies of non-licensed Products passes to Customer upon shipment. Law prohibits printing or reproducing copyrighted materials, including reproduction onto a computer medium. Customer's purchase of copyrighted material does NOT grant a right to print or reproduce additional copies of such materials for any purpose.

**7. PRODUCT RESALE.**

Products shipped to Customer are for Customer's use only and may not be resold.