

TERMS AND CONDITIONS

Our products are intended for professional installation only! Installation and use of our product indicates that this Terms and Conditions Agreement ("Agreement") has been read, acknowledged and understood fully by you as the Buyer and by your installer of our product. Dropout Cabinet Fixtures LLC is not liable for any damages (including property, special, consequential or punitive) or personal injury (including death or great bodily harm) as a result of misuse, improper installation or improper/failure to service the product. You have the duty and agree to indemnify and hold Dropout Cabinet Fixtures LLC harmless therefrom and waive and discharge any claims therefore. Our products contain moving parts that are under high pressure and/or force, and therefore must be installed, adjusted and maintained by a qualified installer. You and your installer assume all responsibility for ensuring all instructions for installation and maintenance are followed properly. **PLEASE SEE LIMITED WARRANTY BELOW.**

Note for Installer

Be sure you read and understand the instructions and the operation of the product before you begin to install or adjust the product. Do not attempt to modify our products. Any attempts to do so are at your own risk and will void all warranties.

NOTE: The use of the term "DROPOUT" herein refers to Dropout Cabinet Fixtures, which is a registered trademark of Dropout Cabinet Fixtures, LLC.

SHIPPING AND RETURN POLICY

Shipping

For your convenience, once your order has been shipped, DROPOUT will inform you by email of your carrier and tracking number. DROPOUT does not require a signature on all packages. In some cases UPS, or other carriers will use their discretion and leave packages at front doors and doorsteps. By accepting our policies, you also accept responsibility for packages left by the carrier. You can use your tracking number to set up arrangements with these carriers if you do not want any packages left unattended. If merchandise arrives damaged make sure it is noted on the carrier's delivery record in order for DROPOUT to file a damage claim. Save the merchandise and original packaging it arrived in. Notify DROPOUT immediately to arrange for a carrier inspection and pick up of the damaged merchandise. If you do not notify DROPOUT of damaged goods within the first 72 hours of arrival, our regular return policy will override any claim of damages.

Return for Refund

A RMA# (Return Merchandise Authorization Number) is **required** for ALL returned items. Please contact DROPOUT to receive your RMA#. Having your original order number handy when you call will assist in expediting this process.

Return orders must be in resalable condition in order to be eligible for a refund. Any product which is damaged during installation or return shipping will be ineligible for a refund. For this reason **WE STRONGLY ENCOURAGE OUR CUSTOMERS TO BUY INSURANCE FOR ALL RETURN SHIPMENTS.**

Customer is responsible for all return shipping and insurance costs.

SHIPPING CHARGES ARE NON-REFUNDABLE.

DROPOUT offers a 15-day return policy. Any unauthorized returns beyond the 15-day grace period will be assessed a 25% restocking fee. All products returned **MUST** be 100% complete, and contain **ALL** original boxes and packaging materials. All returns to DROPOUT must be pre-approved.

All returns must come to us in new condition, which means no damages, unused, and in resalable condition. All returns must be in the original packaging. Any items that arrive used, damaged or missing parts will be refused for credit. We encourage you to insure the package with the carrier when shipping back to DROPOUT. If the product is damaged in transit to DROPOUT, the customer is responsible to file a claim with the carrier. Orders that are not our error will be assessed a 25% re-stocking fee after 15 days and must be returned freight prepaid at the purchaser's expense. **ABSOLUTELY** no returns will be accepted after 30 days. If any unauthorized items are returned to DROPOUT, we are not responsible for the shipping costs or refunds. If you are unsure about what to do we recommend you contact DROPOUT Customer Service.

LIMITED WARRANTY

DROPOUT PRODUCTS ARE WARRANTIED FOR TWO (2) YEARS FROM DATE OF ORIGINAL PURCHASE AGAINST ALL DEFECTS AND MATERIALS AND WORKMANSHIP. WE DO NOT WARRANT THE WORKMANSHIP OF THE INSTALLER OR THE INSTALLATION ITSELF. ANY DAMAGE TO THE PRODUCT DURING INSTALLATION OF THE PRODUCT IS THE RESPONSIBILITY OF THE BUYER.

UNDER NO CIRCUMSTANCES WILL DROPOUT'S LIABILITY EXCEED THE AMOUNT PAID BY THE BUYER FOR THE PRODUCT.

BUYER'S SOLE REMEDY ON ANY DEFECTIVE PRODUCT SHALL BE REPLACEMENT OF THE PRODUCT AND UNDER NO CIRCUMSTANCES WILL DROPOUT'S LIABILITY EXCEED THE AMOUNT PAID BY THE BUYER FOR THE PRODUCT.

THE FOREGOING LIMITED WARRANTY REPRESENTS YOUR SOLE AND LIMITED REMEDY AGAINST DROPOUT FOR ANY DEFECTIVE PRODUCT OTHER THAN AS SPECIFICALLY SET FORTH ABOVE, YOU WAIVE ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SALES TAX

DROPOUT shall automatically charge and withhold applicable sales tax for orders to be delivered to addresses within California. Resellers in California may submit their BOE reseller certificate file by contacting the company at the above email or fax. Each customer shall be solely responsible for all sales and/or other taxes and/or fees on orders shipped to any other state or country.

SPECIAL ORDERS

All special order products are non-returnable, non-refundable and non-cancelable after you have placed an order. If the product arrives damaged in transit or defective, you must notify DROPOUT within 72 hours to report the discrepancies.

BINDING ARBITRATION

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE ENFORCEMENT, DEFAULT, BREACH, TERMINATION OR VALIDITY THEREOF, THAT CANNOT BE SETTLED BY GOOD FAITH DISCUSSIONS WILL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") BY A SOLE ARBITRATOR. ANY OTHER CHOICE OF LAW CLAUSE TO THE CONTRARY IN THIS AGREEMENT NOTWITHSTANDING, THE ARBITRATION WILL BE GOVERNED BY THE UNITED STATES ARBITRATION ACT, 9 U.S.C. SEC 1-16. THE ARBITRATION AWARD WILL BE IN WRITING AND THE ARBITRATOR WILL GIVE WRITTEN REASONS FOR THE AWARD. THE PLACE OF THE ARBITRATION WILL BE IN SANTA CLARA, CALIFORNIA UNLESS THE PARTIES OTHERWISE AGREE. EACH AND EVERY DISPUTE MUST BE SUBMITTED TO ARBITRATION HEREUNDER WITHIN TWO (2) YEARS FROM THE DATE OF THE OCCURRENCE WHICH GAVE RISE TO THE CLAIM WHICH RESULTED IN THE DISPUTE OR SHALL BE FOREVER BARRED. ARBITRATION HEREUNDER SHALL BE IN LIEU OF ALL OTHER REMEDIES AND PROCEDURES AVAILABLE TO THE PARTIES.