

# Zendex Warranty

GoJak®'s limited warranty is for a full two years from date of purchase covering factory defects in material and workmanship.

All products manufactured by Zendex are warranted for a full two years from date of purchase covering factory defects in material and workmanship.

STATEMENTS MADE TO YOU IN THE COURSE OF ANY PRIOR, CURRENT, OR FUTURE SALE ARE SUBJECT TO THE YEAR 2000 INFORMATION AND READINESS DISCLOSURE ACT, (\_\_\_ U.S. C. \_\_\_) (P.L. 105-271). IN THE CASE OF A DISPUTE, THIS ACT MAY REDUCE YOUR LEGAL RIGHTS REGARDING THE USE OF ANY SUCH STATEMENTS, UNLESS OTHERWISE SPECIFIED BY YOUR CONTRACT OR TARIFF.

ZENDEX TOOL AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS SOLD OR SERVICES PROVIDED BY THIRD PARTIES OR AFFILIATES OF ZENDEX TOOL, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

## Pricing Information; Availability; Errors and omissions Disclaimer

All pricing is subject to change. We reserve the right to make adjustments to pricing, products and service offerings for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability, manufacturer price changes and errors in advertisements. All orders are subject to product availability. Therefore, we cannot guarantee that it will be able to fulfill Customer's orders.

We make every effort to ensure the accuracy of the information published in our catalogs and on our Web site(s). However, the documents and graphics published on this site may contain technical inaccuracies or typographical errors. We make no representations about the suitability of the information and graphics presented on this site. All such documents and graphics are provided "as is" without warranty of any kind.

If an error is made and a product is listed at an incorrect price, we shall maintain the right to refuse or cancel any orders placed at the incorrect price. If the order has been confirmed and charged to your credit card, we shall immediately issue a credit in the amount of the incorrect price. Note: We also do not guarantee that our prices listed on other Web sites or price engines are accurate or up-to-date.

## Limitation of Liability

NEITHER ZENDEX TOOL NOR ITS AFFILIATES WILL BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. NEITHER ZENDEX TOOL NOR ITS AFFILIATES WILL BE LIABLE FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE OR THE PROVISION OF SERVICES BY THIRD PARTIES. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES PROVIDED DIRECTLY BY ZENDEX TOOL OR ITS AFFILIATES, NEITHER ZENDEX TOOL NOR ITS AFFILIATES ARE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM.

We will not be responsible for any delays in delivery which result from any circumstances beyond our control, including without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency.

## Orders; Payment Terms; Interest; Taxes

Orders are not binding upon us until accepted by us. Terms of payment are within our sole discretion. We may invoice parts of an order separately. Customer is responsible for, and will indemnify and hold ZENDEX TOOL harmless from, any applicable sales, use or other taxes or federal, state or local fees or assessments associated with the order. Customer must claim any exemption from such taxes, fees or assessments at the time of purchase and provide the necessary supporting documentation. Any sales, use or other applicable tax or fees or assessments is based on the location to which the order is shipped. In the event of a payment default, Customer will be responsible for all of our costs of collection, including court costs, filing fees and attorney's fees.

## Return Privileges

All returns require prior authorization.

Please Note:

Special Orders and custom configurations are not returnable for credit or exchange.

All non-defective returns authorized by The Company are subject to a 15% restocking fee, and must be returned within 10 days from date of invoice. To learn more, read our Returns Policy. Failure to return a product within the

applicable return period will be deemed to be an acceptance of the product.

#### Damaged Products

If Customer receives damaged products, please refuse the products upon original delivery attempt. If damaged products are accepted from the carrier, such damage should be noted on the carrier delivery record. Please save the product and the original box and packaging and notify ZENDEX TOOL immediately to arrange for a carrier inspection and a pick up of damaged products. Please notify Customer Service at 1-800-446-5257 of damaged products WITHIN THE FIRST 10 DAYS of receipt. Timely receipt of this information is necessary for ZENDEX TOOL to file a damage claim.

#### Entire Agreement

These Terms constitute the entire agreement between Customer and ZENDEX TOOL relating to the sale of products and services on the Site. Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting us at the address provided below.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. Customer agrees that the Terms contained herein and in our invoice or other documentation will control. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms or any purchase order or invoice related thereto. This section may not apply if there is a written contract between Customer and ZENDEX TOOL.

In the event any section or portion of a section of these Terms are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms, and the remaining terms shall continue in full force and effect.