



AUTOMOTIVE SERVICE EQUIPMENT

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TERMS AND CONDITIONS

A copy of the terms and conditions of Automotive Service Equipment LLC has been made available to customer via the internet. By ordering from our web site, or by phone or catalog, and making payment for product, buyer is confirming that they have read, and agree to these terms and conditions.

Prices: Discounts are available on a case by case basis for purchases of multiple products. Prices, features or specifications are subject to change without notice. Any sale or special offer can be altered or discontinued at any time without notice. It is the customer's responsibility to pay any sales taxes directly to their local agencies where ASE does not collect taxes already. Online orders: sales tax charges will be assessed **after** your order has been completed. Any specials or sales prices cannot be combined with other offers. Minimum purchase of \$25 is required. Net 30 orders that are paid late will be assessed a 1% late fee per month.

Warranty, Damaged or Inoperable Equipment: Automotive Service Equipment is not responsible for damaged or inoperable equipment.. Any items received that fall into the warranty category, (inoperable, or manufacturer's defect) should be handled by, or returned to manufacturer under manufacturer's written warranty conditions. Customer should call manufacturer to have them troubleshoot problem by phone first. Warranty conditions will be provided with all shipments. We will happily assist customers and act as their liaison to coordinate any warranty service. All our supplier's warranty conditions are very generous. In most cases, our manufactures offer a minimum of 1 year limited warranty and typically, warranty coverage would be the 48 contiguous states. If customer contacts manufacturer for warranty service and is dissatisfied with manufacturer's response, the customer is encouraged to contact Automotive Service Equipment. We would be happy to contact manufacturer on customer's behalf to help resolve any issues with manufacturer and to mediate to aid in expediting warranty service. If warranty parts are needed, manufacturer will send them out at their own cost at standard ground shipping rate. If customer needs parts more quickly, it will be customer's responsibility to pay for expedited shipping charges. Some manufacturers provide on-site warranty coverage for a specific period of time for certain products. Some do not. Ask for details. ASE will not compensate customers for down time when their equipment is out of service. ASE will not compensate customers for time lost if freight is not delivered on the date or time estimated by the freight company. **It is the customer's responsibility to inspect shipment at time of delivery and refuse shipment if damaged.** You have the right to inspect package regardless of what the truck driver says. If item appears to not be damaged, but looks as if there is a possibility of damage, customer should make a note of it on the acceptance slip when signing for shipment. If an item has been damaged during shipment and customer has already accepted / received shipment, it is customer's responsibility to file a claim with the shipping company. Customer must notify freight carrier and ASE within 72 hours of any hidden freight damage. **Customer must open all packages within 72 hours of receiving and inventory equipment to verify product was received complete and notify us within 72 hours if there are any problems or missing parts.** ASE is not responsible for customer down-time should an item be inoperable for any period of time.

Returns / Refunds: Our guarantee is very generous. If within 30 days of purchase you need to return the product, you can return it to us and we'll pay you your full purchase price back, minus shipping & handling. Customer is responsible for both forward and return shipping costs as well. Special order or modified orders are non-refundable. Customers wishing to return products will be charged shipping cost to their location even where free shipping is offered. In some cases, (mostly larger items), a restocking fee up to 20% may be charged depending on various factors such as the condition of returned equipment. If the order is cancelled before the item has shipped, but after the credit card has been billed, we will credit customer minus a 3% merchant processing fee. This is a fee that credit card merchant accounts charge on every transaction, and is non-refundable. All returns must first be given an authorization number. **No** returns will be accepted without an authorization number. Credits will be issued only after we have received product back from customer and inspected it. We incur many costs when processing and shipping orders. Customers will be charged for shipping costs for any orders that are canceled after item has already shipped, but not yet received by customer. They may also be responsible for a restocking fee.

Note - Shop cooling fans cannot be returned once they have been used.

All returns must:

1. Be new and in original packaging
2. Have original manufacturer's paperwork including owner's manual.
3. Product must not be damaged in any way. All damaged products must be returned to manufacturer. (See above)
4. There must be no missing parts from product. If parts are missing, customer must contact manufacturer.

Guaranteed Low Price Policy: It's this simple - if you find a lower total retail price, (on the **exact** same product), advertised anywhere on the web (by an authorized dealer for the product in question), let us know where you found it, and we'll beat it. (excluding Ranger QuickJack lifts). If you have already purchased a product, and then find it for a lower price elsewhere within 15 days, we will refund you the difference. Must not be used or refurbished product. Price must include any additional charges (such as shipping & handling) the competitor may be charging to arrive at the final price. Price must be verifiable on a specific vendor's web site, not a 3rd party web site, and not a screen shot. We must be able to actually go to the web site in question and see the price. Guaranteed low price policy also does not apply to paid membership sites not available to the general public where they collect a fee from the user to be a member. Also, does not apply where certain manufacturers have MAP or MRP policies. In certain cases, manufacturers set the pricing, and require that manufacturers do not sell below a pre-determined price set by the manufacturer. In some cases, a competitor may have a typographical error on their web site, or other issue that lead them to post the wrong price on their web site. We reserve the right to decline price matching in any case where it appears to us that the pricing is inaccurate or unnaturally low.



TERMS AND CONDITIONS (CONTINUED)

Delivery: Automotive Service Equipment LLC makes no guarantee that ordered items will arrive by a certain time or date. **Any quote regarding delivery date or time frame is merely an estimate.** If you absolutely must have product within a certain time frame, you must notify ASE at time of order. Most items can be expected anywhere between 4-14 days, but could take up to 21 days, depending on various factors. ASE is not responsible for any additional fees customer may incur for rental of equipment for purposes of unloading or other purposes related to receiving product. ASE is not responsible if freight company provides customer with a delivery date, and unforeseen circumstances delay shipment further.

Once again, any delivery date, provided either by ASE or the freight carrier is merely an estimate, not a guarantee of a delivery date. Any number of various shippers may be used to deliver product to destination, depending on the item being shipped, quantity, time and destination. Some larger items will need a loading dock or some other special means to remove item from delivery vehicle. Customers are responsible to provide for these means. Again, customer is responsible for unloading heavy truck freight shipments from delivery truck, unless other arrangements have been made (ie: liftgate delivery). Additional charges will apply for a liftgate delivery. Some items are too large for a liftgate. Customer is also responsible for installation of products, unless otherwise agreed to. Customer must follow manufacturer's installation specifications and instructions for installation and operation exactly or warranty and return capability may be eliminated. If freight company attempts delivery and nobody is present to receive shipment, causing a subsequent re-delivery attempt, customer will be responsible for paying a re-delivery fee. Additional charges would also be required if customer needs to re-direct shipment to a different delivery address after order has already shipped. Customer may also be responsible for storage fees if freight carrier has to hold product due to customer being unable to receive product for periods of two days or more.

Shipping & Handling: Automotive Service Equipment has now established a free shipping format to the 48 states. (sorry Alaska & Hawaii, but additional shipping charges will apply. Call for quote). There will be no shipping or handling charges added to any orders with the following exceptions:

- Certain shipments that ship via freight truck to military bases, schools / universities, prisons, golf courses, government institutions, resort properties require a \$75 surcharge.
- Customers will be charged a \$50 fee for any heavy deliveries that must ship via freight truck (usually single, heavy items over 100 to 125 lbs.) that are delivered to a residential (non-business) address. These are orders that must ship by freight truck rather than UPS or FEDEX.
- Limited Access - If item is shipping by freight truck, and there is limited / no access, additional fees will apply. Also, if address is not accessible by road travel (ie: you are on an island, and a ferry is needed to access the island) then additional fees will apply.
- Online orders - this \$50 residential delivery fee will be assessed **after** your order has been completed. Please indicate in our "Special Instructions" section whether or not your ship to address is a business or residential address. There will be **no** additional charges for UPS orders shipping to a residence, or to a business address. We currently deliver to the continental US, lower 48 contiguous states only. Please indicate if liftgate truck is required. An additional fee will apply to all orders that require lift gate. Some items are too large to be delivered by liftgate. Call for details. Note: We currently ship to the 48 contiguous states only.
- Re-delivery attempts / Re-directs - If customer was not present or able to receive truck freight shipment at carrier's first attempt, a second attempt will require a \$75 re-delivery fee. If an order has already shipped, and subsequently, the customer changes the ship to address, the carrier will charge a re-direct fee. These re-direct fees typically run around \$90.

Installation: Upon request, we can provide you with the name of a local installer to install your automotive lift for you. We offer these as a reference and a convenience to our customers. These installers are independent, third party contractors, that you, the customer decide to hire or not. These installers are not agents, partners, nor are they employed by ASE. ASE disclaims any guarantee, warranty or promise, whether implied or expressed by the installer / contractor regarding their workmanship, fitness for a particular purpose, or the materials the independent contractor will use. We provide installer quotes for informational purposes only. Ultimately, it is your, (the customer's) decision on whether or not to hire them. We do not advise or recommend you to use any particular contractor. Using these installers is the customer's choice, and means that the customer assumes all risk and ASE assumes no liability whatsoever for any damages or loss.. We will gladly obtain quotes from these installers / contractors on your behalf, merely as a convenience to you.

Confidentiality / Privacy Policy: Customer's information, including name, mail, phone, email and any other confidential information will not be shared with any other entity, other than for purposes of shipping requested product to customer or to conduct business correspondence as needed. No exceptions will apply. Customers that send us personal information via email or our web form can be sure in strict confidentiality. No outside source will ever view your personal information. You will not receive calls from us trying to pitch our products either.

Security: Customers completing automatic online orders via our shopping cart system can be assured that our credit card processing company uses the latest encryption and ssl technology to ensure that your data is safe. At no time will your data be shared or viewed by outside sources. Any questions or issues regarding your personal and credit card data should be directed toward credit card processing company.

Failure to Make Payment: Customers failing to make timely payment will be responsible for a 1% finance charge per month in addition to any attorney or collection fees, court costs or any other costs incurred by ASE when pursuing customer's payment.

Limitation of Liability: Automotive Service Equipment LLC & Geni Products of CT will not be held liable for any direct, indirect, special, punitive, incidental, exemplary, or consequential damages, or any damages whatsoever, even if Automotive Service Equipment has been previously advised of the possibility of such damages, whether in an action under contract, negligence, or any other theory, arising out of or in connection with the use, inability to use, or performance of the information, services, products, and materials available from this site. These limitations will apply notwithstanding to any failure of essential purpose of any limited remedy. Because some jurisdictions don't allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you.



TERMS AND CONDITIONS (CONTINUED)

Automotive Service Equipment is not responsible for problems or disagreements between customer and manufacturer of products. All discrepancies between customer and manufacturer regarding claims manufacturer makes about products or warranty should be directed toward manufacturer. All claims regarding features, specifications and abilities of products are made by manufacturer of product, **not** Automotive Service Equipment. From time to time there may be misprints or typographical errors on any of our web pages. While we try to assure all our prices and product descriptions are correct and accurate, we are human, and errors will occur. Most often, these discrepancies are from the manufacturer's own errors. When they do occur, we will correct them as soon as it is brought to our attention.

Manufacturers frequently alter product specifications, design and features without notice to us, therefore, we reserve the right to amend the design or technical specifications and product features of any product without notice.

ASE is not responsible for additional labor charges, service charges if your installer has to make additional visits to job site to complete installation, or repair lift due to missing parts, manufacturer defects, etc... ASE is not responsible for additional forklift or other equipment charges if freight carrier misses delivery appointment. ASE is not responsible for storage fees, or loss of work revenue for a piece of equipment being defective or missing parts.

Any questions regarding operation of equipment should be directed toward manufacturer. Automotive Service Equipment is not responsible for damages due to improper installation, operation, negligence, or faulty equipment. All claims should be directed toward manufacturer.

Automotive Service Equipment is merely a retailer of products, and makes no claim as to their ability to perform implied tasks, or their safety. All claims regarding the quality, ability and use of products are made by manufacturer of said product.

Product stock and availability is constantly changing with the thousands of products we carry, and it can be difficult to keep track of items that are out of stock. We make every effort to note on our web site when a product is out of stock, but given the constant fluctuations of availability, it is inevitable that an item that is listed as in stock on our web site may end up actually being out of stock from time to time. We will notify you as soon as we learn of these situations.

Any litigation, claims, or disputes brought against Automotive Service Equipment must be litigated in the State of Connecticut. By purchasing a product from us, you are agreeing to these terms and conditions. Automotive Service Equipment reserves the right to decline any order at any time for any reason.

External Sites: This site may include links to other sites on the internet that are owned and operated by third party vendors and other third parties. Automotive Service Equipment is not responsible for the availability of, or the content located on or through, any external site. You should contact the site administrator or webmaster for said external site with any concerns about those sites.

Just purchased a product? If so, we'll need you to sign a very brief form. This is just for larger items that must ship by freight truck. Please print out the form, fill it out, and fax it or email it back to us.

- 1) Car Lift Purchase Form
- 2) Other Equipment Purchase Form
- 3) Terms and Conditions