



TERMS AND CONDITIONS

These terms and conditions apply to the viewing, purchasing, and sale of products through www.sigmasupply.com (site), a platform of Sigma Supply of North America, Inc. ("SSNA"). By viewing this site, placing an order, or completing a purchase, you agree to be bound by and accept these terms and conditions.

OWNERSHIP OF MATERIALS, TRADEMARKS, AND COPYRIGHT

The information contained in this site including all images, designs, photographs, text, and other materials (contents) are copyrights, trademarks, other intellectual property owned or licensed by SSNA or its affiliates, or are the property of their respective owners. The contents of this site may not be copied, republished, downloaded, transmitted, mirrored, or reproduced without the prior direct written consent of SSNA or the applicable copyright owner.

SHIPPING

All shipments may ship via UPS or common carrier as determined by order composition. Products over 60 pounds, bulky products, and/or certain product types (i.e. hazardous chemicals) are generally shipped via common carrier. All shipping costs are the responsibility of the customer. SSNA shipping charges are assessed at time of checkout. Any customer order below a threshold of \$130 is subject to a minimum freight charge of \$16.80. Inspect all shipments upon receipt and report any shortages or damages to the delivering carrier immediately.

PRICES

All prices are in U.S. Dollars. Prices do not include shipping; duties; handling charges; federal, state, and local taxes. Prices are not guaranteed and are subject to change without notice. SSNA retains the right to make adjustments to pricing and products without prior notice for reasons including market conditions, discontinued products, manufacturer price changes, errors in advertisement, stock availability, and changes in transportation costs.

PRIVACY

SSNA may periodically collect information from visitors to the site. SSNA holds the personal information of visitors and maintains procedures to ensure protection of the aforementioned information. The use of personal information is governed by the [SSNA Privacy Policy](#).

WARRANTIES

Customers and Users of this site acknowledge that SSNA is not the manufacturer of any of the products purchased hereunder. Any warranty with respect to the products must come from the manufacturer. SSNA will pass along to customers any applicable warranties of the manufacturer to the extent permissible. Notwithstanding anything to the contrary, SSNA's liability is limited to the replacement value of the products purchased from this site.

DISCLAIMER AND LIMITATION OF LIABILITY

All information provided by SSNA and on SSNA's website is subject to change without notice. SSNA shall in no event be liable to the original purchaser, its customers, or to any other person or organization who may use or incorporate products purchased from SSNA for loss of use, lost profits, inconvenience, property damage, personal injury, or death arising out of a claim based on warranty, warranty based on implied fitness for a particular purpose, design defect, failure to warn, deceptive trade practices or any other consumer protection statute or law, contract, delay, negligence, gross negligence, strict tort liability, or any other legal theory. **IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL SSNA BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES.** The entire liability of SSNA for any claim of loss, damage, or expense from any cause whatsoever shall in no event exceed, at SSNA's option, the repair, replacement cost, or purchase price paid for the product purchased from SSNA which directly gives rise to the claim. No action or proceeding against SSNA may be commenced more than twelve (12) months after the product from SSNA is initially shipped to the original purchaser.

FORCE MAJEURE

SSNA will not be held liable for any delay in or impairment of its performance resulting in whole or in part from factors beyond SSNA's control in the conduct of its business, including but not limited to, shortages, inability to procure products or supplies through SSNA's regular sources, strikes, slowdowns, or other labor disputes or disruptions. SSNA's time for performance of any such obligation shall be extended for the time period of such delay. SSNA may, at its discretion, cancel any order or remaining part thereof without liability by giving notice of such cancellation to the customer.

GOVERNING LAW

SSNA Terms and Conditions are governed by and construed in accordance with the laws of the State of Arkansas, without regard to or application of conflicts or law rules and principles. You consent and waive any objections to personal jurisdiction in the State and Federal Courts of Arkansas. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms and Conditions to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect its intent and the remainder of the Terms and Conditions will continue in full force and effect.

AGREEMENT

These terms and conditions supersede any prior agreements and understandings between you, the customer, and SSNA pertaining to the subject matter herein unless otherwise agreed to by SSNA in writing. To the extent that anything in or associated with the site is in conflict or is inconsistent with these terms and conditions, these terms and conditions shall take precedence.

TERMINATION

The customer may, at any point, terminate use of their account on the site by closing their account or ceasing use of the web service.

SSNA may terminate the account of any customer deemed to be: (a) in violation of these terms and conditions; (b) engaging in actions deemed malicious or contrary to the business objectives of SSNA, its suppliers, or other users of the site; or (c) fraudulent in nature. SSNA also reserves the right to terminate any account at SSNA's sole discretion.

In the event of termination by either of the aforementioned parties, the customer will be held responsible for the payment of any and all outstanding fees, charges, and other applicable payables to SSNA. The customer will not be entitled to any refund of fees previously paid to SSNA upon termination of service.

REVISIONS

SSNA reserves the right to update or modify these terms and conditions at any time and without prior notice, by posting the revised version of these terms and conditions under the "Terms and Conditions" link in the bottom of the footer on the site. Orders issued by you to SSNA after the posting of revised terms and conditions are subject to the revised terms and constitute your agreement to be bound by those terms.

QUESTIONS

Any questions regarding these terms and conditions along with SSNA's policies can be directed to contactus@sigmasupply.com.