

# Aarch Caster and Equipment

## Terms & Conditions

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# License (Agreement)

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By accessing or using this site you acknowledge that you have read, understand and agree with the terms, conditions and policies herein, and are bound by them. If you do not wish to be bound by these terms, do not use this web site for any reason.

## Use

This website is provided solely for the purpose of providing you with information about Aarch Caster and Equipment, the products and/or services we offer, to enable you to contact and communicate with us, and to permit you to place orders for our products and services.

You may download material displayed on the site for non-commercial, personal use only provided you retain all copyright and other propriety notices contained in the materials.

You may not download, distribute, modify, transmit, post, reuse, report, or otherwise communicate the contents of the site for public or commercial purposes, including text, images, audio or video without the expressed written consent of Aarch Caster and Equipment. Any other use of this site is strictly prohibited.

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All of the content published on this website including digital downloads, images, texts, graphics, and logos is the property of Aarch Caster and Equipment or its third party content providers, or licensors and protected by the United States and international copyright laws. The entire compilation of the content on this website is the exclusive property of Aarch Caster and Equipment and protected by the United States and international copyright laws.

## Communications

Contacting us through the web site is completely electronic. Any communication or material you transmit to the site by electronic mail or otherwise, including but not limited to any data, questions, comments, and suggestions are treated as non-confidential and non-proprietary. Anything you transmit or post may be used by Aarch Caster and Equipment for any purpose including but not limited to reproduction, disclosure, transmission, publication, broadcast and posting. Aarch Caster and Equipment is free to use any ideas, concepts, know-how, or

techniques contained in any communication you send to the site for any purpose including but not limited to developing, manufacturing, and marketing products using such information.

Furthermore, by communicating with us through the web site you consent to receiving communications from us including but not limited to emails, and marketing materials.

## **Disclaimer of Warranty**

You expressly agree that use of this site is at your sole risk. Neither Aarch Caster and Equipment, its affiliates, officers, directors, employees, agents, third party content providers, or licensors, or the like, warrant that this site will be uninterrupted, or error free; nor do they make any warranty as to the results that may be obtained from the use of this site, or as to the accuracy reliability, completeness, security, or content of any information, service, or merchandise provided through this site.

You assume total responsibility and risk for your use of this site and the Internet. Aarch Caster and Equipment provides this site and related information "As-Is" and does not make any expressed or implied warranties, representations or endorsements whatsoever (including without limitation warranties or title or infringement, or the implied warranties of merchantability or fitness for a particular purpose), with regard to this site, any merchandise information or service provided through this site or on the Internet generally, and Aarch Caster and Equipment, its parents, affiliates, subsidiaries or sponsors shall not be liable for any cost or damage arising either directly or indirectly from any such transaction. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise, and other information provided through this site or on the Internet generally.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation, or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.

In no event will Aarch Caster and Equipment, its affiliates, subsidiaries, parents, or any person or entity involved in creating, producing or distributing Aarch Caster and Equipment's software be liable for any damages including, without limitation, direct, indirect, special, consequential, or punitive damages arising out of the use of or inability to use this site. You hereby acknowledge that the provisions of this section shall apply to all content on this site.

Aarch Caster and Equipment makes no representations whatsoever about any other web site that you may access through this site or which may link to this site. You acknowledge that when you access a non-Aarch Caster and Equipment web site that is independent from Aarch Caster and Equipment, that Aarch Caster and Equipment has no control over the content on that web site. In addition, a link to an Aarch Caster and Equipment web site does not mean that Aarch Caster and Equipment endorses or accepts any responsibility for the content, or the use of such a web site. In addition, the appearance of content in a public forum does not mean that Aarch Caster and Equipment endorses or accepts any responsibility for the content or the use of such

ideas as appear in the forum. If you are dissatisfied with the site, any material found on the site, or any of the policies, or terms of service relating to the use of this site, your sole and exclusive remedy is to discontinue using this site.

## **Indemnification**

You agree to indemnify, defend and hold harmless Aarch Caster and Equipment, its officers, directors, employees, parents, subsidiaries, agents, licensors, suppliers, and any third party information providers to this web site from and against any and all cause(s) of action, claims, losses, expenses, damages, costs, including reasonable attorney's fees arising out of your use of this site, violation of this agreement, violation of any law or regulation, or violation of any proprietary or privacy right.

## **Termination**

Without limiting its other remedies, Aarch Caster and Equipment may immediately, and without notice, discontinue, suspend, terminate, or block your or any user's access and/or use of this site at any time in our sole discretion.

## **Limitations on Claims – Statute of Limitations**

You agree that regardless of any statute or law to the contrary, any claim or cause of action you may have with respect to your use of this site must be commenced within one (1) year after the claim or cause of action arises or be forever barred.

## **Applicable Law and Jurisdiction**

This agreement is governed by and shall be construed in accordance with the laws of the state of Missouri, U.S.A., without reference to its conflicts of law's provisions. Aarch Caster and Equipment makes no representation that the materials are appropriate or available for use outside the United States of America. If you access this site from outside the United States, you will be responsible for compliance with all local laws. You agree to comply with all laws and regulations applicable to your use of this site. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within St Louis County, Missouri for any disputes with Aarch Caster and Equipment arising out of your use of this site and all of its products and/or services.

## **Hyperlinks**

We may provide hyperlinks (links) to web sites operated and owned by other entities (Collectively "linked sites"). If you use any linked sites, you will leave this site. If you visit linked sites you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Linked sites, regardless of the linking form (hotlinks, hyperlinks, IMG links, etc.) are not maintained, controlled, or otherwise governed by Aarch Caster and Equipment. The content, accuracy, opinions expressed and other links provided by linked sites are not investigated, verified, monitored or endorsed by Aarch Caster

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- a. Any linked site
- b. Any information and/or content found on any linked site
- c. Any sites linked to or from any linked site.

If you decide to visit any linked site and/or transact any business thereon, you do so at your own risk. Aarch Caster and Equipment reserves the right to discontinue any linked site at any time without prior notice. You must contact the web masters of any linked site concerning any information, goods, and/or services appearing thereon.

## **Changes to Pricing**

Prices displayed on this web site are subject to change without notice. Any rights not expressly granted herein are reserved to Aarch Caster and Equipment.

## **Changes to the terms of this Agreement**

Aarch Caster and Equipment shall have the right at any time to change or modify the term of this agreement, or to impose new conditions, including but not limited to adding fees and charges for use, and you agree to be bound by the revised agreement. Such changes, modifications, additions, or deletions shall be effective immediately upon posting them to this site. Aarch Caster and Equipment does not and will not assume any obligation to notify you of changes to this agreement. It is your responsibility to return to this agreement from time to time to review the most current terms and conditions. Your continued use of the site after we post any modifications to this agreement will constitute your acknowledgment of the modifications, and your consent to abide and be bound by the modified agreement.

## **Electronic Communication and Electronic Signatures**

If you contact Aarch Caster and Equipment by email you should be aware that email transmissions may not be secure. Information you send by email could be viewed in transmission by a third party. Aarch Caster and Equipment will have no liability for disclosure of your information due to errors or unauthorized acts by third parties during transmission.

You agree to be bound to be bound by any affirmation, assent, or agreement you transmit through this web site, including but not limited to any consent you give to receive communications from Aarch Caster and Equipment solely through electronic transmission.

You agree that when in the future you click on “I agree”, or “I consent”, or other similarly worded “button” or entry field with your mouse, keystroke, finger on a touch pad, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

## General Policies

1. **Credit Cards:**
  - a. Aarch Caster and Equipment will process your credit card prior to shipment.
  - b. Aarch Caster and Equipment will email you a copy of your paid credit card receipt and paid invoice.
  - c. Out of security concerns, Aarch Caster and Equipment may confirm with the issuing bank that the credit card you provide was issued to you, and that the card has not been reported stolen or compromised.
2. **Lead Time:** Aarch Caster and Equipment will make every effort to ship orders within 1-2 business days, but will not guarantee it. Backlogged workloads may lead to longer lead times.
3. **Stock Outages:** Aarch Caster and Equipment does not guarantee that the item(s) you order will be in stock. Unavoidable stock outages can cause shipments to be delayed for several days. Aarch Caster and Equipment will contact you in the case of such an event.
4. **Shipping Charges:** All orders placed on the site ship prepaid free of shipping charges, with the exception of any shipments for which you request a shipping method other than one provided by Aarch Caster and Equipment as listed below.
5. **Shipping Method:**
  - a. Depending on the size and weight of the shipment, Aarch Caster and Equipment utilizes either UPS, Fedex or an LTL freight service of Aarch Caster and Equipment’s choice, unless you have requested an alternate method.
  - b. All UPS and Fedex shipments ship exclusively via Standard Ground Prepaid, unless you have requested an alternate method.
  - c. LTL shipments require that you have a dock (dock-high), or have some other means for receiving and off-loading the shipment from a dock high vehicle or trailer. Aarch Caster and Equipment will contact you prior to shipping an LTL shipment to make sure you have the means for receiving such a shipment.
  - d. You are responsible for offloading the shipment from the freight carrier’s truck/trailer. Aarch Caster and Equipment assumes no responsibility for offloading shipments from the carriers truck/trailer.
  - e. You may request an alternate shipping method than those offered by Aarch Caster and Equipment, but all alternate shipping methods will ship collect.

- f. Aarch Caster and Equipment does not guarantee it can ship your order via an alternate method which you request. Aarch Caster and Equipment will contact you in the case of such an event.
6. **Shipping Point:**
    - a. The primary shipping point is Fenton, MO 63026.
    - b. The shipping point may vary depending on Aarch Caster and Equipment's choice to ship an order direct from a manufacturer or another distribution center.
    - c. The shipping point may have an impact on overall transit times.
  7. **Additional Shipping Charges:** Shipping charges incurred by Aarch Caster and Equipment as a result of you refusing the shipment, or the inability of the carrier to deliver due to no one being available to receive the shipment at the ship-to address, or your inability to offload the shipment for any reason, will be charged back to your credit card.
  8. **Transit Time:** Any transit times predicted by Aarch Caster and Equipment prior to shipping are estimates only. Aarch Caster and Equipment assumes no responsibility for the amount of time a shipment is in transit.
  9. **Sales Tax:** Aarch Caster and Equipment Collect's sales tax on all purchases shipping into the states of MO and IL, at the applicable sales tax rate for the respective state.
  10. **Sales Tax Exemption:** Missouri and Illinois companies and organizations that are tax-exempt should call Aarch Caster and Equipment's customer service department at 314-636-349-0220 to request a tax exempt coupon code which you will enter in the Check-out prior to submitting your order. Companies and organizations who fail to enter this code prior to submitting their order will be charged tax.
  11. **Stolen Packages:** When delivering to residential addresses, UPS, Fedex, and other courier services often leave packages unattended at your door. It is your responsibility to secure these packages. Aarch Caster and Equipment is not responsible for stolen packages once the shipment has been delivered.
  12. **Right to Refuse Fulfillment:** Aarch Caster and Equipment reserves the right to refuse fulfillment of all or part of any order, for any reason, at any time.

# Returns, Refunds & Exchanges Policy

*Note: In an effort to minimize the need to return goods we ask that you consider contacting our sales department at (866) 206-8792 before making your purchase so we can discuss your caster/wheel application, and help you select the best caster/wheel for your application. Our goal is to make your shopping experience as stress free as possible, to satisfy your needs, and to be a company that's easy to do business with.*

## Returns

If you are not completely satisfied with your purchase, you may return unused goods for a full refund less a 15% restocking fee. Full conformance to this return policy applies, so please read the following carefully:

## Return Procedure

1. Contact Aarch Caster and Equipment's customer service department by email at [service@aarchcaster.com](mailto:service@aarchcaster.com) and request return authorization, and a Return Goods Authorization ("RGA") form.

**NOTE:** Return authorization must be requested within 30 days of order ship date. Returns after 30 days of the order ship date will not be considered.

**NOTE:** Return shipments which arrive at Aarch Caster and Equipment without prior authorization will be refused and/or returned to the customer at the customer's expense.

**NOTE:** All returned items must be in new, unused and unaltered condition.

2. After receiving your RGA form, securely repackage the returning goods, attach or enclose a copy of the RGA form, and ship to the return address supplied on the RGA form. We strongly recommend that you use a trackable method to mail your return.

Return shipping method and cost (from the customer to Aarch Caster and Equipment) is the responsibility of the customer.

Goods lost or damaged during return transit (from the customer to Aarch Caster and Equipment) are the responsibility of the customer.



All returns must be received by Aarch Caster and Equipment within 10 days of the RGA issue date.

Aarch Caster and Equipment will inspect all returned goods for content, quantity and condition prior to issuing a credit & refund. Aarch Caster and Equipment reserves the right to refuse full or partial credit & refund if it is deemed the contents or quantities are not correct, or the condition is unacceptable.

Aarch Caster and Equipment reserves the right to refuse full or partial credit & refund for failure to comply with any or all of the above Return Policy criteria.

## **Refunds**

Once inspection of the returned goods is deemed acceptable, Aarch Caster and Equipment will process your credit & refund. Please allow up to 5 business days after receipt of your return to process your refund. Refunds may take 1-2 billing cycles to appear on your credit card statement, depending on your credit card company. Aarch Caster and Equipment will notify you by email once your refund has been processed.

## **Exchanges**

Goods returning to Aarch Caster and Equipment as part of an exchange (due to an incorrect or inadvertent purchase on your part) will be treated as a return, and all return policies above apply, including the customer's responsibility for the return shipping charges.

Aarch Caster and Equipment reserves the right to charge or waive the restocking fee in the case of an exchange.

Price variations may exist between the items being exchanged. This may require that Aarch Caster and Equipment charge for, or refund, the difference between the exchanged items.

You are responsible for the outbound shipping charges (from Aarch Caster and Equipment to you) for the replacement (exchanged) items. This will require Aarch Caster and Equipment to process another charge to your credit card for these outbound shipping charges, to which you agree.

## **Exceptions**

Exceptions to our return policies include:

- Defective, unused product
- Shortages (incorrect quantities)
- Incorrect items shipped

In these cases, please contact our customer service department at (636) 349-0220 to arrange an exchange, a replacement or fulfillment. Aarch Caster and Equipment agrees to arrange and pay for return and replacement shipments in these cases only.

## Damaged or Lost Merchandise Policy

Damage to, or missing merchandise can occur during transit due to mishandling by the carrier.

**Prior to signing for shipments - thoroughly inspect the packaging from Aarch Caster and Equipment. If there are open boxes, or visible damage (beyond normal reasonable scuffing), such as split boxes, you must have the carrier make note of any damage to the packaging PRIOR to signing for any packages.**

**In case of damaged packaging, we suggest counting the items to verify counts prior to signing for the shipment. Even if the parts are all there, you still want the carrier to make note of the damaged packaging in case damage to product is discovered later. This is important when filing a claim against the carrier.**

Filing a claim against the carrier is the responsibility of:

- A. Aarch Caster and Equipment when utilizing one of Aarch Caster and Equipment prepaid shipping methods. In the event that this occurs you must contact AARCH CASTER AND EQUIPMENT's customer service department at 636-349-0220 immediately upon receiving such a shipment. You must save all packaging cartons and materials in the condition in which they arrive. (The carrier may require the original cartons/packaging in order to process a claim.)

Under this scenario AARCH CASTER AND EQUIPMENT will replace the lost or damaged merchandise. Failure by you to produce the cartons and packing materials for the claim may nullify replacement of the lost or damaged goods.

- B. You when utilizing a carrier of your choice, and which is a collect shipment.  
Under this scenario, you are responsible for the full payment of all of the merchandise that was shipped, and repurchasing replacement merchandise.

# Privacy & Security Policy

We respect, and are committed to protecting your privacy.

This section of this agreement informs you, the user of this site, of our policies regarding the collection, use and disclosure of personal Information we receive from users of the site. By using the site, you agree to the collection and use of your personal information in accordance with this policy.

## Information Collection and Use

While using our Site, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to your name, address, and phone number.

We use your personal information for the purpose of processing orders you place on our web site. Part of this process requires that we share some of your personal information with:

- a third party merchant services company hired by Aarch Caster and Equipment for the purpose of processing credit cards.
- freight carriers such as UPS, Fedex, and/or LTL Truck Lines
- a third party analytics service that collects, monitors and analyzes this information for the purpose of improving your experience on our web site

We collect information that your browser sends whenever you visit our web site such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our web site that you visit, the time and date of your visit, the time spent on those pages and other statistics.

We will not sell your personal information to anyone. We will not share your personal information with anyone with the exception of the necessary third parties mentioned above for the purpose of processing your order(s).

We use "cookies" to collect information. Cookies are small data files, which may include an anonymous unique identifier. Cookies are sent to your browser from our web site and stored on your computer's hard drive. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Site.

## Security

The security of your personal information is extremely important to us. Your payment and personal information is safe. Our **Secure Sockets Layer (SSL) software** is the industry standard and among the best software available today for secure commerce transactions. It

encrypts all of your personal information, including but not limited to your credit card number, name, and address, so that it cannot be read over the internet.

It should also be noted that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

## **Communications**

We may use your personal information to contact you with information regarding orders you have placed, newsletters, marketing or promotional materials and other information.

## **Changes to This Policy**

This Privacy & Security Policy will remain in effect indefinitely except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this web site.

We reserve the right to update or change our Privacy & Security Policy at any time; therefore you should check this Privacy & Security Policy periodically. Your continued use of the site after we post any modifications to the Privacy & Security Policy on this page will constitute your acknowledgment of the modifications, and your consent to abide and be bound by the modified Privacy & Security Policy.

# Questions

If you have any questions concerning any of our policies or terms of this agreement, please contact:

Customer Service

(636) 349-0220

[service@aarchcaster.com](mailto:service@aarchcaster.com)

Aarch Caster and Equipment reserves the right to change or modify this policy at any time.

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