



GENERAL TERMS AND CONDITIONS OF SALE
DISCLAIMER OF WARRANTIES AND SHIPPING & HANDLING
FOR CLEARENCE ITEMS

These terms and conditions apply to all items designated as "Clearance" and are sold on an "as is" basis. By completing the purchase of a clearance item, you, the Buyer, acknowledge and agree to the following terms.

1. "As Is" Condition of Sale:

- a. All clearance items, including tubs, are sold in their current condition, "as is." This means the item is sold with all existing faults and imperfections but are fully functional. This may include minor scratches, dents, or other cosmetic blemishes that do not affect the item's performance or usability.
- b. All clearance items sales are final. Returns, exchanges, or refunds are not allowed, unless the item was damaged during transit. If an item was delivered damaged, a replacement of equal value to the original purchase will be shipped. If a comparable item is not in stock, a full refund will be issued. For more details, please refer to Section 20 "Reporting Damage upon Delivery".

2. Acknowledgment and Acceptance:

- a. By purchasing a clearance item, the Buyer acknowledges that they have read the product description and are aware of its "as is" condition at the time of purchase.

3. Warranty Void:

- a. All standard warranties, including but not limited to any 3-year warranty, are explicitly voided for all clearance items. These products are not eligible for warranty coverage, repairs, or replacements provided under our standard warranty policy.

4. Buyer's Responsibility for Inspection:

- a. Prior to purchasing, it is the Buyer's sole responsibility to carefully review the item's description and compare it with the provided photos to fully understand the condition of the clearance product.
- b. After delivery, the Buyer must thoroughly check for any new damage that was not present in the original listing. This includes, but is not limited to, damage that may have occurred during handling or shipping. Any discrepancies or new damages must be reported within 24 hours of delivery. For more details, refer to Section 20, "Reporting Damage upon Delivery" for comprehensive summary.

5. No Liability After Purchase:

- a. Once the purchase is complete, the Seller is not responsible for any "as is" condition, defects, or damages discovered by the Buyer.

6. Payment Terms:

- a. Direct Customer (Non-Distributor): All orders placed via phone, e-mail, or Groomer's Best website, are to be immediately paid for in full before being dispatched to production.

7. Shortages: Any claim for shortages must be reported to the Seller within five (5) days after receipt of products.

8. Confidential Information: Technical information contained in plans, drawings, specifications, photographs, and other documents disclosed or furnished by the Seller are the sole and exclusive property of the Seller. Buyer, in the absence of express prior permissions of Seller shall hold them in confidence and may not sell or dispose of any portion thereof.

9. **Specifications:** If specifications and designs for goods are furnished by the Buyer, Buyer will indemnify and save Seller harmless for all claims, cost, and expenses (including cost and attorney's fees) of and patent infringement claim or proceeding resulting from not be responsible for the accuracy or suitability of such designs or specifications, or for the performance of any goods made in conformity thereto.
10. **Indemnification:** If Seller shall be made a defendant in any proceeding, action or arbitration by Buyer, or any persons deriving title from Buyer, or any third person on the basis of breach of warranty, negligence or tort, and if no award or judgment shall be made or rendered against Seller, Buyer hereby indemnifies and holds Seller harmless from all cost and expenses in connection with such proceeding, action or arbitration, including reasonable attorney's fees and expenses.
11. **Cancellation:** Any Orders may be cancelled by Buyer only with written consent to the Seller before order is shipped. No cancellations will be accepted once the order is shipped and is in transit.
12. **Return Policy:** Returns or refunds are not applicable on clearance items unless the item was damaged during transit. For more details, refer to Section 1(b) for more comprehensive summary.
13. **Collection Expenses:** All collection fees, court costs and interest charges will be petitioned for recovery from delinquent accounts.
14. **Governing Law:** This transaction shall be governed by the laws of the State of South Dakota, excluding provisions on conflict laws.
15. **Miscellaneous:** These terms and conditions (including those stated on the face hereof) shall constitute the entire agreement of Seller and Buyer, superseding all prior agreements or understandings, written or oral, and cannot be amended except by mutual writing. Buyer may not assign any rights or duties he/she renders without Seller's written prior consent. No reproduction, warranty, course of dealing or trade usage not contained or referenced herein will be binding by the Seller. No failure by Seller enforces at any time for any period the provisions hereof shall be construed as a waiver of such provision or of the right of Seller to enforce thereafter each and every provision. No representative of the Seller has the authority to waive or change any of the above provisions.
16. **Shipment, Reconsignment and Risk of Loss:** Shipment date is approximate. Goods will be shipped "f.o.b." point of origin, with all risk of loss or damage to goods passing to Buyer upon delivery to carrier. If freight must be prepaid, payment will be made for the account of the Buyer. The Seller may make delivery installments, separately invoiced and payable without regard to subsequent deliveries. The Buyer is fully responsible for additional reconsignment fees incurred by the carrier. Delay in delivery of any installment shall not relieve the Buyer of its obligations to accept remaining installments.
17. **Shipping and Handling:** By Seller – Unless is specified otherwise by Buyer. The Buyer is responsible for providing an address that these carriers recognize as a deliverable address. We will arrange the BOL (bill of lading), pickup time and date, and necessary accessorial services for delivery. When a shipment is delivered, both the consignee and the truck driver will sign the BOL and you will be given a copy, which is your receipt of delivery. We are not responsible for any additional fees such as, but not limited to, inside delivery, reconsignment, daily storage at terminal, if there are any issues with the delivery for reasons beyond our control (this includes, but not limited to, inaccurate addresses provided, shipping company delays, or other unforeseen problems).
18. **Delivery Services:** Delivery services, also known as accessorial fees, can be added at the Buyer's expense. Making the needed arrangements before the delivery will help to ensure the freight is delivered safely and conveniently the first time. Below are the accessorial services we offer at no charge, and the fees, if accrued, you are responsible for:
 - a. Accessorial services included with your freight:
 - Liftgate delivery
 - Appointment Required
 - Job Site Delivery (must be provided before shipment)
 - Secured/Limited Access (must be provided before shipment)
 - University/School Delivery (must be provided before shipment)
 - Residential or Commercial Delivery (must be provided before shipment)
 - b. Accessorial services **NOT** included with your freight (which can range in cost from \$25.00 - \$125.00):
 - Inside delivery

- Address re-consignment
- Daily storage fees (at the Freight Terminal)

19. **Loss, Damage, or Delay:** Seller shall not be liable for breach of covenant or condition, loss, injury, delay, damages, or other casualty due to labor, disturbances, embargoes, riots, storms, fires, explosions, force majeure, war, acts of hostility inability to obtain necessary labor or raw materials from usual suppliers, breakdown of manufacturing facilities, major change in economic conditions, or any causes beyond its control. If Seller's performance is rendered permanently impossible, or impracticable, either party may cancel executory portion of this Invoice, and the only liability shall be Buyer's for pro-rated or allocated portion of the Order completed, including all inventory and supplies not returnable for full credit or otherwise usable by Seller.

20. **Reporting Damage upon Delivery:**

- a. **Notated Damage** – Damages are notated when the damage is specifically written on the delivery receipt and/or are refused. Groomer's Best must be notified of the damage and/or refusal **within 24 hours** of delivery so that we may issue you a replacement and file a damage claim with the freight company. If the driver did not remove the goods at the time of delivery, you must retain the product and all of the packaging including the carton and any foam and/or packaging material it contained. The freight company may or may not come back to inspect and remove the merchandise. If they do not remove the product, please wait until we contact you on how to proceed.
- b. **Concealed Damage** - Damage that is found after the driver has left and was not notated on the delivery receipt is concealed damage. Replacement or repair costs will apply on all concealed damages. It is your responsibility to inspect the entire shipment before the driver leaves. Failure to do so releases the Seller from all liability. If concealed damage is discovered, Groomer's Best must be notified within **24 hours** (excluding weekends). We require that all original packaging materials including the carton and any foam contained therein be retained until we advise you it may be discarded. You are encouraged to take photographs of the outer and inner packaging as well as the damaged product. We will ship a replacement as soon as possible at cost to you. (See additional information on "Concealed Damage" information sheet).
- c. **Contact Information** – Damages that occur in transit are unfortunate. Our policies are in place to expedite the process of sending replacements or repairs as quickly as possible. Please contact 605-582-3013 or e-mail customerservice@groomersbest.com to report damage, or any questions you may have about our shipping and handling policy.

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