



PHILLIPS PRECISION, INC.
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Terms and Conditions

Acceptance of Contract Terms

By accessing this web site (www.InspectionArsenal.com) and/or purchasing products from Phillips Precision, Inc., you agree that you have read, understood, and agree to be bound by all of the provisions set forth herein and below (collectively, the “Terms and Conditions”), all of which constitute an agreement between you and Phillips Precision Inc. The unenforceability of any one of the Terms and Conditions shall not affect the enforceability of any of the other Terms and Conditions. The terms and conditions on any quotation, order acknowledgment, invoice, or other form you receive from Phillips Precision, Inc. are incorporated into these Terms and Conditions by reference. These Terms and Conditions constitute the exclusive agreement between you and Phillips Precision, Inc., except as otherwise agreed in writing signed by us. Our failure to assert a right or insist upon compliance with any term or condition shall not constitute a waiver of that right or excuse any subsequent noncompliance. Phillips Precision, Inc. reserves the right to change these Terms and Conditions by posting a revision on this website.

Limitation of Liability

Under no circumstances shall Phillips Precision, Inc. be liable in contract, warranty, tort or otherwise for any special, exemplary, incidental, or consequential damages that result from your purchase of any products from Phillips Precision, Inc. or any use of or the inability to use any content or products from Phillips Precision, Inc. In no event shall our liability exceed the purchase price of the products you purchase from Phillips Precision, Inc. It is the user’s responsibility to inspect all products to determine if they are per your required specification.

Limitation of Functional Lifespan

It is understood by you the end user that plastic clamping components, magnets used in fixture plates, and other inspection components have limited functional life spans. In no way shall Phillips Precision, Inc. be liable for damage to equipment, personnel or death for products used past their functional lifespan. In no way shall Phillips Precision, Inc. be liable for machinery down time, property damage, product damage, inventory damage or any other charges incurred by you the user for products used past their functional lifespan.

Fixture Components

It is the user’s responsibility to determine proper use of and safe protection from Phillips Precision, Inc.’s fixture components. User’s employer and OSHA policies should be followed for Personal Protection Equipment related to the use of said fixture components in their quality inspection department. In no way shall Phillips Precision, Inc. be liable for any costs, machine down time, injuries, or deaths resulting from the improper setup or use of said fixture components.

Fixture Plates

If dropped, Loc-N-Load™ and Open-Sight™ fixture plates can become damaged, can damage other equipment, or cause injury. Rare earth magnets are used in Loc-N-Load™ and Open-Sight™ fixture plates and can interfere with devices such as cell phones and pacemakers when in very close proximity. It is the user's responsibility to determine proper use of and safe protection from said fixture plates and magnets. User's employer and OSHA policies should be followed for Personal Protection Equipment related to the use of said fixture plates in their quality inspection department. In no way shall Phillips Precision, Inc. be liable for any costs, machine down time, injuries, or deaths resulting from the improper setup or use of said fixture plates.

Jurisdiction and Choice of Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts applicable to contracts made and to be performed in Massachusetts, without giving effect to conflict of law principles, and applicable federal law. Any personal information submitted will be subject to these laws, not those of any jurisdiction outside of the United States. You irrevocably consent to the exclusive jurisdiction of the courts located in Massachusetts in connection with any action arising out of or related to these Terms and Conditions or this web site. Notwithstanding the foregoing, proceedings to enforce the result of any such adjudication may be brought in any applicable forum.

Placing Orders

Orders can be placed via traditional email/phone purchase orders or via our website. Invoices can be paid by credit card, check, or electronic payment (ACH). While Phillips strives to keep all items in stock and ready to ship, before placing large orders, it is advised to check available quantities. After an order is placed, the purchaser will receive an order acknowledgement for review. Minimum orders must exceed \$100 or will be subject to \$10.00 charge.

General Warranty

Phillips Precision warrants its products to be free from defects in materials and workmanship for a period of 60 days from the date of original purchase. Phillips Precision, Inc. agrees to repair, or at our discretion, replace tooling supplied by Phillips Precision, Inc. which proves to be defective in materials or workmanship. This warranty is limited to defects arising from normal usages and does not cover any malfunctions or failures resulting from misuse, abuse, neglect, alteration, modification, or repairs by other manufacturers.

Returns and Refunds

New, **unused** products may be returned within 30 days of delivery via original order channel (distributor or manufacturer) and in original packaging.

Product cannot be returned without prior authorization (RMA) and is subject to full inspection upon return.

- ◆ Products returned in New, Fully Wrapped, Resalable condition will receive a 100% refund.
- ◆ Products returned in resalable condition will receive an 80% refund.
- ◆ Products returned damaged are not eligible for refund. NOTE: This INCLUDES shipping damage, so treat all items with care and wrap securely for return shipping.

Processing fees, shipping, or other associated costs will be deducted from the refund. (Double checking specifications and the accuracy of item numbers is advised prior to submitting orders.)

International orders, orders outside of the Continental United States, Custom fixtures and modified product including fixtures, clamps, plates, and rails are non-refundable. Phillips Precision, Inc. reserves the right to take action at their discretion.

Shipping

All goods are F.O.B. Boylston, MA. Standard orders ship in 3-5 business days (see domestic shipping standards below). Expedited shipping may be available in some cases, when notated at the time of the order. Orders requesting same day shipping must be placed prior to 12pm EST Monday – Friday (excluding holidays) with UPS as the shipper. From time to time, due to conditions beyond our control, orders may not ship on the same day. Due to carrier pick up, Fed-Ex shipments may require 1 additional business day for shipping. Phillips Precision, Inc. has the right to delay your shipment and upgrade your shipping method to meet your originally expected delivery date at no charge to you. Phillips Precision, Inc. will notify you if there is a delay in the expected delivery.

Note: Phillips Precision, at its **discretion**, may increase insurance coverage at the customer's expense on high value and fragile orders such as Custom Fixtures or other large fixture plate orders.

Domestic Shipping Terms

- ◆ **Overnight Shipping** - Delivered next day from leaving Phillips Precision, Inc. **after 3–5-day processing.**
- ◆ **Same Day Shipping** - (subject to 12pm EST cutoff) Leaves Phillips Precision, Inc. same day with regular ground shipping speeds. **0-day processing.**
- ◆ **2-Day Shipping** - Delivered within 2 business days of leaving Phillips Precision, Inc. **after 3–5-day processing.**
- ◆ **Second Day Shipping** - Leaves Phillips Precision, Inc. within 2 days with regular ground shipping speeds. **2-day processing.**
- ◆ **Second Day Delivery**
 - ◆ Delivered within 2 days from time of order.
 - ◆ Same Day Shipping from Phillips with 2-Day Shipping (UPS/FEDEX) or
 - ◆ Second Day Shipping from Phillips with Overnight Shipping (UPS/FEDEX)

International Shipping

International Orders placed by customers/distributors WITHOUT terms will be held until payment has cleared. Orders placed by customers WITH terms will ship per usual. International Bank Transfers are subject to \$35 processing fee which will be added to the invoice total. Duties, taxes, and other fees are the responsibility of the customer/distributor.

Late Delivery, Lost Delivery, Damaged Delivery

In the unlikely event that the delivery carrier does not deliver your order on time, loses your order, or delivers a damaged order Phillips Precision, Inc. may file a claim on your behalf, but cannot be held accountable for that loss. **It is advisable that the customer save the original packaging and take photographs of the damage to help resolve the claim.**

Orders are shipped with standard UPS and FedEx \$100 of insurance. Additional insurance is at the discretion of the customer and should be designated on the order. The claims process for both UPS and Fed-Ex is based on their standard policies upon opening an investigation. In most cases packages are located and delivered as quickly as possible. Refunds for late deliveries are at the discretion of the carrier.

Back Orders

Average lead time for a back ordered standard item is 2-3 weeks; however, custom fixture plates and components may require 6-8 weeks or more. Prior to ordering any item that is on back order you should inquire about expected delivery. While we do our best to provide accurate lead times, due to conditions beyond our control, lead times may be increased. Back Orders are fulfilled on a first-come, first-served basis.

Domestic orders: Domestic orders containing out of stock items may be shipped in multiple shipments. All in stock items will be shipped immediately while back ordered items will be shipped as they become available.

International Orders: International orders containing out of stock items will be held until all items are available to reduce shipping, duty, brokerage and import tax fees.

Website Accuracy

We strive for accuracy on our website; however, from time to time our product listings may contain typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. Phillips Precision, Inc. reserves the right to correct any errors, inaccuracies, or omissions and to change or update product information without prior notice (including after you have submitted your order).

Copyright Protection

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