

TERMS OF SALE

Accepted Payment Types

Money Orders or Checks – Money orders or checks are accepted via mail. Checks may be held for clearance prior to shipping.

VISA and MasterCard – VISA and MasterCard are accepted. Orders may be submitted via FAX, mail, telephone or on-line. VISA/MC orders can be shipped only to an address that the issuing bank has on file for the cardholder. No foreign orders or cards issued by a foreign bank. You must include a valid daytime telephone voice contact number and the name of the issuing bank or the order will not be processed. Orders will not be processed due to any of the following reasons: invalid or unclear account number, missing or incorrect expiration date or security code number, a valid customer telephone voice contact number is not provided, the transaction is declined by the issuing bank for any reason, or if we are unable to verify for any reason the account, signature, security code number or address information from the issuing bank. Stringent antifraud measures are applied on all submitted VISA/MC transactions.

Shipping

There is a shipping/handling fee on all orders. For U.S. orders the shipping/handling fee is \$9.95, no matter how large or how small the order is. There is an additional \$3 fee for orders shipped to Alaska, Hawaii, Puerto Rico, APO/FPO, Guam, and US zip-coded territories.

Make certain that you supply your correct and complete shipping address, including apartment or suite numbers, correct zip code, etc. UPS charges \$11 for address corrections, including if you request delivery to an address other than you specified on your order form. If this occurs, you will be billed for the UPS fee incurred plus a \$3 billing fee, and you agree to pay promptly.

Most orders are shipped via United Parcel Service (UPS) ground delivery. UPS often will require a signed delivery. Do not use P.O. Box address for UPS delivery. Alaska, Hawaii, Puerto Rico, APO/FPO, Guam and US zip-coded territory orders are usually shipped via Priority Mail. Post Office Box addresses are fine for these areas. Items indicated as "Not shippable by Air" are not available to any of these addresses.

Next Day Air and 2nd Day Air UPS delivery is available at additional cost. Rates are dependent upon weight, size, and destination - call for a price quote. "Day" refers to business day, not necessarily calendar day. Certain items cannot be shipped by Air, as indicated.

Delivery method and carrier is at the discretion of Shomer-Tec.

Restricted Sale Products

Certain products are not available for sale to the general public. These items have stock numbers that end with an "X". Eligibility to purchase restricted sale products varies, and is specified in each respective product description. Sufficient documentation must be submitted with order. (Purchase Orders from governmental agencies are exempt.) Please, do not waste your time or ours by ordering a restricted item that you are not eligible to. Any apparent counterfeit document submitted will be turned over to the appropriate law enforcement agency.

We use the following definition for a law enforcement officer: a sworn commissioned police officer with power of arrest, employed by a governmental agency. Submit either a photocopy of your law enforcement ID or a department letter confirming status. Subject to verification.

Foreign Orders

All foreign orders (except Canada) must add 45% additional to cover air shipping, export documentation, etc. Minimum foreign order is \$200 of merchandise. Foreign orders are shipped via UPS Air only. The Buyer is completely responsible for all customs duties, import restrictions, seizures, etc. – check with your local officials before ordering. Items that are noted as "Not shippable by Air" are not available to be shipped to any foreign country. Orders containing particularly heavy items may require additional costs. All payments must be made by Bank Money Order in U.S. funds, collectible in a U.S. bank. Payment must accompany the order form – do not submit separately. Foreign orders must include a telephone and FAX number.

Canadian orders must add a shipping fee of \$10 (in addition to the standard shipping/handling fee).

In-Stock Status

At any given time, approximately 98% of the items in this catalog are in stock for at-once shipment. Most orders are shipped out within one business

day. Occasionally we have to back-order an item. Most back-orders follow within 3 weeks, although some take longer due to limited production of certain highly specialized products.

Returns

Items may be returned for a full refund of the merchandise price only if returned in original, readily resalable condition within one week of receipt, except as noted below. No return authorization is required; just make certain that the conditions specified in this section are met before returning any item. Returned items must be postmarked within one week of the date of delivery. The invoice (or photocopy) must be included. Any instruction sheets, literature and product packaging originally supplied must be included in original, unmarked condition. Do not use a product box as an outer shipping container. The following items are not returnable: DVDs, books, manuals, software, hygienic items, and special order items. A book, DVD, or software that has a physical defect may be returned for replacement of identical title only. Additionally, some items are covered by limited warranties from the manufacturer. If a return is necessitated due to a clear error on our part, reasonable return ground shipping costs can be reimbursed to you. Address for returns – via U.S. Mail: Box 28070, Bellingham, WA 98228, via UPS or other private carrier: 3861 Mustang Way, Bellingham, WA 98226 (do not use this address for U.S. Mail – it will not be delivered). COD shipments are not accepted. Since the shipper is responsible for loss or damage in transit, we recommend that you ship via an insured method.

Legal Status of Products

It is the responsibility of the Buyer to ascertain and comply with all applicable local, state, and federal laws and regulations regarding possession and use of any item in this catalog. By placing an order, the Buyer represents that he/she is of legal age and that the products will be used only in a legal and lawful manner.

Miscellaneous

The Buyer is responsible for providing a correct, complete, and legible delivery address. Re-shipment due to customer providing an incorrect, incomplete, or otherwise undeliverable address has a minimum fee of \$12, payable prior to re-shipment.

All orders shipped to an address within the State of Washington are subject to state sales tax (except federal government orders). The sales tax rate is dependent upon the parcel's destination, and varies according to the city, county and even road district. Due to the complexities of taxing jurisdictions, we will charge a rate of 9.5% on all Washington orders (except Whatcom County which will be 8.7%) unless you advise us at the time of your order of a different applicable rate.

All patches and insignia are sold strictly for collecting purposes. Any other unauthorized use may be illegal. By placing an order the Buyer certifies that he/she is a bona fide collector and that items ordered will be used solely for legal collecting purposes.

Having no control over the use of any product once in the Buyer's possession, Shomer-Tec, Inc. assumes no liability associated with their use. Under no circumstances is Shomer-Tec, Inc., its officers, employees, or agents, liable for any loss, damage, or expenses of any kind arising out of the use, or inability to use, these products, or the suitability of use for any particular task.

Product specifications and illustrations are subject to manufacturer's changes.

Checks returned by your bank are subject to a fee of \$30 or the maximum amount permitted by law. Returned checks, along with the returned check fee, may be electronically presented to your bank. The checkwriter is also responsible to reimburse Shomer-Tec for all costs of collection incurred.

Every effort is made to ensure accuracy in this catalog; however, we are not responsible for typographical errors. In the event of a dispute between the Buyer and Shomer-Tec which cannot be resolved by negotiation, and in the event the Buyer undertakes to sue Shomer-Tec in a court of law, then it is hereby stipulated that venue for any such actions shall be only in Whatcom County, State of Washington.

All orders are subject to acceptance by Shomer-Tec, Inc. in Bellingham, Washington, who reserves the right to refuse any order.

By placing an order, the Buyer signifies agreement to these Terms of Sale.