



TERMS AND CONDITIONS

REVISED JANUARY 15, 2021

Exclusive Terms

The Terms and Conditions presented here apply to all orders placed and sales made through Bridgeport Worldwide, LLC. By purchasing from Bridgeport Worldwide, you (the Customer) agree to these Terms and Conditions. No other terms shall apply unless agreed to in writing and signed by an authorized representative of Bridgeport Worldwide. Additional, varied, or conflicting terms in Customer's Purchase Order, or elsewhere, shall not apply.

Prices & Shipping Charges

Quoted prices will be honored for 30 days, unless stated otherwise on the Quotation itself. Prices on quotations, sales orders, order confirmations, and price lists are F.O.B. Bridgeport Worldwide's warehouse, Bridgeport, Connecticut, unless stated otherwise. Bridgeport Worldwide reserves the right to change published or previously quoted prices without notice. Unless provided otherwise, most orders ship via UPS or FedEx ground and shipping charges will be added to Customer's invoice. Shipping charges will be assessed according to the carrier's published rates.

Drop Shipping

When requested, Bridgeport Worldwide will ship orders to third parties (drop ship) on Customer's behalf. Customer assumes responsibility for all such orders and shipments upon release by carrier to the recipient, or if shipped on Customer's carrier account, at the time of shipment from Bridgeport Worldwide. Customer shall be responsible for processing of any returns by third-party recipients.

Payment Terms

Default payment terms are 100% in advance of shipment. Alternative payment terms for established customers may be stipulated in an addendum to these Terms, issued in writing by Bridgeport Worldwide.

Bridgeport Worldwide normally invoices at the time of shipment. Past due balances are subject to late payment charges of 1.5% per month and will be assessed as of the invoice date for all past-due invoices. Customer shall be responsible for costs and expenses incurred in the collection of past due balances, including reasonable attorney's fees.

Customer Deposits

Items made-to-order, Special Order items, and unusually high-value orders may require a deposit of 50% or more of the order total, to be paid prior to the order being processed by Bridgeport Worldwide. Payment in full may be required prior to shipment. Deposits are non-refundable after the order has been placed with the manufacturer or released for production.

Cancellation of Orders

All order cancellation requests must be made in writing. Generally, no cancellation fee will be applied for cancellation requests received prior to an order being released for production, or prior to a stock order being shipped. Cancellation requests for made-to-order and Special Order items will be assessed on a case-by-case basis and may be rejected at Bridgeport Worldwide's sole discretion. If a cancellation is accepted, Bridgeport Worldwide will endeavor to minimize the costs of cancellation. However, a cancellation fee of up to 80% of the order value may apply.

Returns

Except as otherwise provided, no items will be accepted for return after 30 days from the date of shipment. To return merchandise, you must contact Bridgeport Worldwide for a Return Goods Authorization (RGA) number. No returns will be accepted without an RGA number and RGA form included with the return shipment. Returns will only be accepted for unused merchandise in its original packaging and condition. Customer is responsible for return shipping.

Returns of stock items are subject to a restocking charge of 25%, but no less than \$50. Special Order and made-to-order items are generally not returnable. Should we elect to accept a return of these items, restocking charges of 50% to 75% may apply.

Goods returned because of verified defects in material or workmanship will not be subject to restocking charges.

Order Discrepancies, Damaged or Lost Shipments

The Customer is responsible for inspecting orders at time of receipt at the original ship-to destination. Any claims for damaged merchandise, or for discrepancies found between the order placed and the merchandise received, must be made in writing within seven (7) calendar days of receipt of the merchandise (holidays excluded). Any order for which a claim is not received within this seven day period shall be deemed finally inspected and accepted by the Customer.

All damages must be noted on the delivery receipt, and a copy thereof e-mailed or faxed to Bridgeport Worldwide. Customer shall provide whatever other documentation of the damage that is possible and necessary to validate the damage, e.g., digital photos of damaged packaging and goods.

Damaged or lost shipments arranged by the Customer with Customer's own carrier are subject to the terms and conditions of Customer's carrier and claims should be made directly with Customer's carrier.

Customer is responsible for reviewing all order confirmations and verifying that the order conforms to Customer's needs and the Purchase Order issued by Customer. Any discrepancies should be reported to Bridgeport Worldwide within two business days. All orders signed or initialed by Customer, or for which a deposit from the Customer has been received, are binding as per both these Terms and Conditions and any additional terms as stipulated on the order. In all such cases, the Order Confirmation issued by Bridgeport Worldwide, not the Customer's Purchase Order, shall constitute the final and binding order.

International Orders

Unless otherwise provided, orders to be shipped outside of the United States and its territories are subject to full payment in advance and will only be shipped F.O.B Bridgeport, Connecticut. Customer shall be responsible for all shipping, export/import requirements, fees, and duties.

Warranties

Except as otherwise stated, the only warranties applying to goods sold are those, if any, specifically provided by the manufacturer and to be honored by the manufacturer. As a distributor, we make no warranties, expressed or implied, of performance, merchantability, workmanship, quality, durability, or suitability. Our obligation is limited only to the repair or replacement of defective parts or, at our sole option, to the refund of the purchase price. This warranty is exclusive and in lieu of any and all other warranties, whether written or oral, expressed or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. In no event shall we be liable for any lost profits, incidental, special, indirect, punitive, or consequential damages of any nature. A full refund will be given for any defective item, subject to our inspection, returned to us in its original packaging and received by us within 30 days of the date of shipment from us.

Compliance with Laws

Bridgeport Worldwide shall not be responsible for how products are used or installed, or for the product's conformance to federal, regional, state, or local codes or regulations. Bridgeport Worldwide does not guarantee compliance with any law and assumes no responsibility for how items are used or installed. The Customer has the sole responsibility for compliance with all applicable codes, regulations, and laws.

Limitation of Liability

Bridgeport Worldwide shall not be liable for any incidental, special, indirect, punitive or consequential damages, however caused and on any theory of liability, arising from the purchase, use, or further sale of products sold, supplied, or furnished by Bridgeport Worldwide, from defects in such products, or by the failure of Bridgeport Worldwide to deliver ordered products within a given frame of time. In no event shall our liability exceed the price of the goods sold, supplied, or furnished by Bridgeport Worldwide.

Taxes

Customers are fully responsible for payment of all applicable state and local tax, or for providing a valid sales tax exemption certificate.

Applicable Law

Unless stipulated otherwise in writing by Bridgeport Worldwide, these Terms and Conditions shall constitute the entire agreement between Bridgeport Worldwide and the Customer, and shall be governed and construed according to the laws of the State of Connecticut.

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