

Terms And Conditions

1. **TERMS AND CONDITIONS** - These terms and conditions represent the final and complete agreement of the parties and no terms or conditions in any way modifying or changing the provisions stated herein shall be binding upon Gadija Organics unless made in writing and signed and approved by an officer or other authorized person at Our Company. No modification of any of these terms shall be modified by Our Company's shipment of goods following receipt of Buyers purchase order, shipping request or similar forms containing printed terms and conditions additional to or in conflict with the terms herein. If any term, clause or provision is declared to held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.
2. **ACCEPTANCE OF ORDERS** - All orders are subject to written price verification by authorized Our Company personnel unless designated in writing to be firm for a specified period of time. Shipment of goods without written price verification does not constitute acceptance of the price contained in the order.
3. **TRANSPORTATION** - Unless otherwise provided, Our Company shall use its judgment in determining carrier and routing. In either case, Our Company shall not be liable for any delays or excessive transportation charges resulting from its selection.
4. **PACKING** - Unless otherwise provided, Our Company will comply only with its minimum packing standards for the method of transportation selected. The cost of all special packing, loading or bracing requested by Buyer will be paid for by Buyer. All cost of packing and shipment for Buyer's special equipment shall be paid for by Buyer.
5. **PAYMENT TERMS** - The discount applies only to the invoiced value of the material (not to taxes or freight charges). Our Company reserves the right to require advance payment or satisfactory security for the goods if the financial condition of Buyer so warrants as determined by Our Company. If Buyer fails to make payment in accordance with terms of this agreement or any collateral agreement, or fails to comply with any provisions hereof, Our Company may, at its option (and in addition to other remedies), cancel this order. Buyer is to remain liable for all unpaid accounts.
6. **TAXES AND IMPORT/EXPORT LICENSES** - Prices do not include taxes. Taxes are paid by Buyer upon invoice from Our Company unless Buyer provides a valid exemption certificate acceptable to the taxing authority or unless Our Company is forbidden by law from collection of said taxes from Buyer. Import or export licenses are to be secured by Buyer.
7. **TITLE AND RISK OF LOSS** - Delivery to carrier shall constitute delivery to Buyer, and thereafter risk of loss or damage shall pass to Buyer. Any claim of Buyer relative to damage during shipping or delivery should be made directly to the carrier. Any claims by Buyer against Our Company for shortage or damage occurring prior to such delivery to carrier must be made within five (5) days after receipt of the goods and accompanied by original transportation bill signed by carrier noting that carrier received the goods from Our Company in the condition claimed.
8. **RETURN OF PRODUCTS** - Goods can not be returned. Damaged items can be exchanged. Customers exachanging goods are not responsible for freight charges.
9. **FORCE MAJEURE** - Our Company shall not be liable for failure to perform its obligations resulting directly or indirectly from or contributed to by acts of Buyer, civil or military authority, including wage and price controls; fires; war; riot; delays in transportation; lack of or inability to obtain raw materials (including energy sources), components, labor, fuel or supplies; or other circumstances beyond Our Company's reasonable control, whether similar or dissimilar to the foregoing. If certain quantities are affected and other quantities are not, the quantities affected shall be eliminated without liability, but the agreement shall remain unaffected. Our Company may during any period of shortage due to any of said causes, allocate its supply of such raw

materials among its various users thereof in any manner which YILIDA Company deems fair and reasonable. In no event shall Our Company be liable for special or consequential damages for any delay for any cause.

10. **LIABILITY** - Our Company shall not be responsible, obligated, or liable for any injury or damage resulting from an application or use of its products, either singularly or in combination with other products, arising out of acceptance of this order. Our Company shall have no liability for errors in weight or quantity delivered unless claim is made by Buyer within five (5) days after receipt of shipment and accompanied by original transportation bill signed by carrier noting that carrier received the goods from Our Company in the condition claimed. If such timely claim is made by Buyer, and the claim is deemed valid by Our Company, Our Company may fulfill its responsibility by either shipping the quantity necessary to make good the deficiency, or at Our Company's option, crediting Buyer with the invoice price of the deficiency.
11. **WARRANTY** - All goods sold by Our Company are warranted to Buyer to be free from defects in material and workmanship, and manufactured in accordance with industry standards. The foregoing warranty is nonassignable and in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied by operation of law or otherwise including but not limited to any implied warranties of merchantability or fitness. No agent, employee, or representative of Our Company has any authority to bind Our Company to any representation, affirmation, or warranty concerning the goods and any such representation, affirmation, or warranty shall not be deemed to have become a part of the basis of this agreement and shall be unenforceable.
Our Company shall not be liable under the foregoing warranty if any loss or damage is caused by improper application or use of the goods. Our Company disclaims all liability with respect to the design of the goods and makes no warranty with respect to such design. This warranty is in lieu of and excludes all other warranties, whether express, implied, or statutory, including implied warranties of merchantability or fitness.
12. **REMEDIES AND LIMITATION OF LIABILITY** - Our Company shall not be liable for incidental or consequential losses, damages, or expenses arising directly or indirectly from the sale, handling or use of the goods, or from any other cause relating thereto. Our Company's liability, in any case, including for claims of breaches of warranty or negligence is exclusively limited, at Our Company's option, to the replacement of goods not complying with this agreement, the repayment of, or crediting Buyer with, an amount equal to the purchase price of such goods, or repairing or arranging for repair of the goods. If Our Company requests the return of the goods, the goods will be redelivered to Our Company in accordance with Our Company's instructions. The remedies contained in this paragraph constitute the sole recourse of Buyer against Our Company for breach of any of Our Company's obligations, whether of warranty or otherwise. As long as Our Company makes a good faith effort to rectify any breach, the remedies provided for herein shall be deemed satisfied.
13. **SELECTION** - Buyer represents that the goods sold hereunder are fit for their actual or intended use and that Buyer placed no reliance on Our Company's skill or judgment in selecting suitable goods or materials or in the design of suitable goods and materials. Buyer represents that the use and installation of the goods shall be made in compliance with all applicable government requirements. Buyer will defend, indemnify and hold harmless Our Company, its successors, assigns and subsidiaries from and against all costs (including attorney's fees), damages and liabilities resulting from actual or alleged claims asserted or any penalties proposed or assessed Our Company for any alleged violation of any federal, state or local law, rule, regulation or standard, by reason of or in connection with any use of the goods delivered hereunder.
14. **EMAILS & SMS** - When you register on our site, and has consented to receive marketing information, we can send you our updates and promotional emails and messages. If you don't want to receive them anymore, you can unsubscribe in any of our emails and messages at any time. **Please note:** our company does not accept any requests for your orders that are 1 year or more from the date of purchase.