

Livorsi Marine, Inc.

TERMS & CONDITIONS 2011

WARRANTY

All Livorsi Marine® products carry a limited one year warranty for repair or replacement at Livorsi's discretion. All Livorsi Marine® products are warranted to be free of defects in material and workmanship. Users/Customers of Livorsi Marine®/Livorsi® products agree not to hold Livorsi Marine, Inc., its owner or employees responsible for any damages occurring by improper installation or use of Livorsi Marine® or Livorsi® products. The company, owner or its employees will not be liable for more than the cost of the original product and in no event will Livorsi Marine® or Livorsi® be liable for special, indirect or consequential damages of any kind whatsoever.

WARRANTY RETURNS

Due to a large number of non defective gauges being returned, Livorsi has had to implement the following procedure. If you think you have a defective product, before returning please trouble shoot the problem first. In many cases it is not a defective gauge and could be a defective or incorrect sender, bad connection or inefficient ground. There will be 2 ways for Livorsi to determine if the product is defective:

1. Return the product to Livorsi and we will determine if it is defective and if it is under warranty Livorsi will repair and return it. Products that do not fall under warranty will be quoted.
2. Livorsi will send a new product, charge your credit card and when you return the product in question we will determine if it is defective or not. If the gauge being returned is found defective we shall credit the original invoice. If the product is not found defective Livorsi will NOT issue any credit. If you would like the original product returned to you there will be an additional shipping charge.

For warranty questions please call 847-752-2706 or email returns@livorsi.com.

For further questions or technical help go to www.livorsi.com and click on Tech Tools or email Fred Ortega fredo@livorsi.com or call 847-752-2705.

RETURNS

A 15% restocking charge may apply to any returned items. Merchandise must be returned with shipping charges prepaid. Returns sent freight collect will be refused. Please enclose a copy of the original purchase invoice with return. Livorsi Marine, Inc. will not accept returns past 60 days. Credit will not be issued on custom or private label gauges.

PRODUCTS

Due to changes in technology, customer demand and company direction, products may change without notice. Check our website for updated products and availability. Regardless of our line of products, our goals remain the same: **QUALITY, OPTIONS AND AVAILABILITY!!**

PAYMENT TERMS

Individuals may pay by Visa, MasterCard, American Express, or cashiers check. Companies may pay by Visa, MasterCard, American Express, check, C.O.D. or on Net terms with prior credit approval

PRICES

All prices are subject to change without verbal or written notice. Our price lists are intended as a guideline only. No responsibility is assumed for errors or omissions on product or pricing information. Possession of discount price list does not guarantee those prices to customer.

ORDER PLACEMENT

You may phone 847-752-2700 or fax 847-752-2415 or mail your orders to Livorsi Marine®, 715 Center Street, Grayslake, IL 60030. You may also e-mail your order to sales@livorsi.com. Please be sure to include your name, address, phone number and specific ordering requests.

FREIGHT

All orders will be shipped UPS or Fedex, unless specified by customer. All orders are shipped F.O.B. Grayslake, Illinois. Any claims for shortage of product must be reported to Livorsi Marine® within 24 hours of receipt of order. If the shipment arrives damaged, contact the shipper directly, not Livorsi Marine®. Do not return damaged product to Livorsi Marine®. Handling charges are based on the speed and type of shipment requested. i.e. \$5 -ground, \$6- 3day, \$8- 2day, \$10-next day, \$15 International. Dropship fees may be charged if shipping to an address different from the billing address. An additional charge may be applied if customer requests special shipping company or instructions.

REFUSED SHIPMENTS

Shipments returned to Livorsi Marine® marked "refused" or "not in when driver called" will cause the customer's buying status to be frozen until related handling and shipping charges are paid. Refusal of shipment does not release the customer from paying the related handling and shipping charges. Repeated refusal or returned shipments may cause the customer's buying status to be revoked.