

Terms and Conditions

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Entering the Site will constitute your acceptance of these Terms and Conditions. If you do not agree to abide by these terms, please do not enter the Site.

ABOUT US

This Site is operated by Jamac, Inc.. We are a company incorporated in Ohio and our principal place of business is located at 422 Buchanan Street, Sandusky, Ohio 44970-4717, USA.

DISCRIMINATION

We do not discriminate on the basis of age, race, national origin, gender, sexual orientation or religion.

PRIVACY

Please review our [Privacy and Security Policy](#), which also governs your visit to the Site. To the extent there is a conflict between the terms of the Privacy and Security Policy and the Terms and Conditions, the Terms and Conditions shall govern.

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INTELLECTUAL PROPERTY INFRINGEMENT

We rely on a network of independent affiliates, subsidiaries, agents, third-party product providers, third-party Content providers, vendors, suppliers, designers, contractors, distributors, merchants, sponsors, licensors and the like (collectively, "Associates") who supply some of the goods advertised on the Site and, in some cases, drop ship them directly to our customers. In accordance with the Digital Millennium Copyright Act, we are not liable for any infringement of copyrights, trademarks, trade dress or other proprietary or intellectual property rights arising out of Content posted on or transmitted through the Site, or items advertised on the Site, by our Associates. If you believe that your rights under intellectual property laws are being violated by any Content posted on or transmitted through the Site, or items advertised on the Site, please contact us promptly so that we may investigate the situation and, if appropriate, block or remove the offending Content and/or advertisements. It is our policy to disable access to infringing materials, and to terminate access of repeat infringers to the Site. In order for us to investigate your claim of infringement, you must provide us with the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you believe has been infringed;
3. A description of where the material that you claim is infringing is located or identified on the Site; Your name, address, telephone number, and e-mail address;
4. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
5. A statement by you, made under penalty of perjury, that the information submitted to us is accurate and that you are the owner of the copyright or intellectual property or authorized to act on behalf of the owner of the copyright or intellectual property.

The above information should be provided to our agent for notice of claims of copyright or other intellectual property infringement, who can be reached as follows:

By mail:

MJ McGory
c/o Jamac, Inc.
422 Buchanan Street
Sandusky, Ohio 44970-4717

By phone:

419.625.9790

By e-mail:

mj@jamac.com

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YOUR ACCOUNT

If you use the Site, you are responsible for maintaining the confidentiality of the information you submit through “My Account” and the corresponding password and for restricting access to your

computer. You agree to accept responsibility for all activities that occur under "My Account" or password. We reserve the right to refuse service, terminate accounts and to remove or edit content submitted by you in the "My Account" area of the Site.

EXPORT

The U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations.

LINKS

We are not responsible for the content of any sites that may be linked to or from the Site or any bulletin board associated with us or the Site. These links are provided for your convenience only and you access them at your own risk. Unless otherwise noted, any other website accessed from the Site are independent from us, and we have no control over the content of that other website. In addition, a link to any other web site does not imply that we endorse or accept any responsibility for the content or use of such other website.

In no event shall any reference to any third party or third party product or service be construed as our approval or endorsement of that third party or of any product or service provided by a third party.

DISCLAIMERS AND LIMITATIONS OF LIABILITY

The Site is provided on an "AS IS," "as available" basis. Neither Jamac, Inc., nor its Associates warrant that use of the Site will be uninterrupted or error-free. Neither Jamac, Inc., nor its Associates warrant the accuracy, integrity, or completeness of the Content provided on the Site or the products or services offered for sale on the Site. Further, Jamac, Inc. makes no representation that Content provided on the Site is applicable or appropriate for use in locations outside of the United States. Jamac, Inc. specifically disclaims warranties of any kind, whether expressed or implied, including but not limited to warranties of title, implied warranties of merchantability or warranties of fitness for a particular purpose. No oral advice or written information given by Jamac, Inc. or its Associates shall create a warranty. You expressly agree that your access to, viewing of, browsing, visiting or use of the Site is at your sole risk.

Under no circumstances shall Jamac, Inc. or its Associates be liable for any direct, indirect, incidental, special, or consequential damages that result from the use of or inability to use the Site, including but not limited to reliance by a user on any information obtained at the Site, or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of God, communications failure, theft, destruction or unauthorized access to Jamac, Inc. records, programs or services. The foregoing limitation of liability shall apply whether in an action at law, including but not limited to contract, negligence, or other tortious action; or an action in equity, even if an authorized representative of Jamac, Inc. has been

advised of or should have knowledge of the possibility of such damages. You hereby acknowledge that this paragraph shall apply to all Content, merchandise and services available through the Site. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law.

Although we take steps to ensure the accuracy and completeness of product and third-party service descriptions posted on the Site, please refer to the manufacturer or Associates for details.

The products on our Site are intended for personal, not commercial or business use, unless otherwise indicated. As such, you assume the risk when purchasing products for a commercial or business use or application.

ONLINE CONDUCT

You agree to use the Site only for lawful purposes. You are prohibited from posting on or transmitting through the Site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic, or otherwise objectionable material of any kind, including but not limited to any material that is or that encourages fraudulent activity or encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, federal, or international law. If we are notified of or suspect allegedly infringing, defamatory, damaging, illegal, or offensive Content provided by you (e.g., through an author chat or online review), we may (but without any obligation) investigate the allegation and determine in our sole discretion whether to remove or request the removal of such Content from the Site. We may disclose any Content or electronic communication of any kind (i) to satisfy any law, regulation, or government request; (ii) if such disclosure is necessary or appropriate to operate the Site; or (iii) to protect the rights or property of Jamac, Inc., its Associates, our users and customers and/or you.

We reserve the right to prohibit conduct, communication, or Content that we deem in our sole discretion to be unlawful or harmful to you, the Site, Site users, our customers or any rights of Jamac, Inc. or any third party. Notwithstanding the foregoing, neither Jamac, Inc. nor its Associates can ensure prompt removal of questionable Content after online posting. Accordingly, neither Jamac, Inc., nor its Associates assume any liability for any action or inaction with respect to conduct, communication, or Content on the Site.

TERMINATION OF USAGE

We may terminate your access or suspend your right to access to all or part of the Site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law, is in breach of these Terms and Conditions or is harmful to the interests of other users, Associates, or us. In addition, we reserve the right to refuse an order from any customer in our sole discretion.

USAGE BY MINORS

This Site is not intended for or directed to persons who are minors (typically persons under the age of 18, depending on where you live). Because we cannot prohibit minors from accessing, viewing, browsing, visiting or using the Site, we must rely on parents, guardians and those responsible for supervising minors to decide which materials are appropriate for minors to view and/or purchase. By registering with this Site, purchasing products from us or providing us with any information, you represent to us that you are legally permitted to enter into a binding contract (18 years of age or older in most jurisdictions) or, if you are under the legal age of consent, you have the express permission from your parent or guardian and that any information you provide to us is not inaccurate, deceptive or misleading.

We require that all purchases be made either (i) by individuals who are not minors and who can legally enter into binding contracts (typically persons 18 years of age or older, depending on where you live), or (ii) by minors with the permission of a parent or guardian to purchase items on the Site.

APPLICABLE LAW

If you access the Site from anywhere in the United States or Canada, you agree that the laws of the State of Utah, USA, without regard to principles of conflict of laws, will govern these Terms and Conditions and any dispute of any sort that might arise between you and Jamac, Inc. and/or its Associates.

DISPUTES

If you access the Site from within the United States or Canada, any dispute relating in any way to your visit to the Site, to these Terms and Conditions, to our Privacy and Security Policy, to our advertising or solicitation practices or to products you purchase through the Site shall be submitted to confidential arbitration in Sandusky, Ohio, USA, except that, to the extent you have in any manner violated or threatened to violate Jamac, Inc.'s intellectual property rights, Jamac, Inc. may seek injunctive or other appropriate relief in any state or federal court in the State of Ohio, USA and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

SITE POLICIES, MODIFICATION AND SEVERABILITY

Please review our other policies, such as our Privacy and Security Policy, Returns Policy, Shipping & Delivery Policy and others, all of which are incorporated herein by this reference and are posted on the Site and may be accessed by using the Search Help function on this page. These policies also govern your visit to the Site. We reserve the right to make changes to the Site, policies, and these Terms and Conditions at any time. If any of these conditions shall be

deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

HOW TO ORDER THROUGH THE SITE

After placing an order, you will receive an email from us acknowledging that we have received your order (“**Order Confirmation**”). Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email confirming the shipment of your order (the “**Shipping Confirmation**”). A contract with us will only be formed when we send you the **Shipping Confirmation**. The contract will relate only to those products whose shipment we have confirmed in the **Shipping Confirmation**. We will not be obliged to supply any other products which may have been part of your order in a separate **Order Confirmation**. We reserve the right to cancel your order at any time before we have accepted it and we may rescind our acceptance and cancel your order where there has been an obvious error in price or where the product is no longer in our or our third party fulfillment provider’s inventory.

PRICES AND AVAILABILITY OF PRODUCTS

Prices and availability of products on the Site are subject to change without notice. Errors will be corrected when discovered. Our Site contains a large number of products and it is always possible that, despite our best efforts, some of the products listed on our Site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a product’s correct price is higher than the price stated on our Site, we will normally, at our discretion, either contact you for instructions before dispatching the product, or reject your order and notify you of such rejection. We are under no obligation to provide the product to you at the incorrect (lower) price, even after we have sent you an **Order Confirmation** or a **Shipping Confirmation**, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a pricing error.

On occasion, you may be able to place a product in your shopping cart and submit your order for processing, but your order is subsequently cancelled due to unavailability of product. You acknowledge that products may sell quickly and there may be a short period of time after an order has been submitted, but where the product is no longer available. You agree that we may cancel your order after you have received an **Order Confirmation** without penalty.

On very rare occasions, you may receive a **Shipping Confirmation** from us, but the product is no longer available in our or our third party fulfillment provider’s inventory. You agree that we may rescind our acceptance and cancel your order without penalty if we are unable to ship the product you ordered due to unavailability.

SHIPPING

The term shipping or ship includes the commencement of shipping items in an order for multiple purchases or where the item purchased consists of components that must be shipped separately. For example, your order may consist of (1) several different items, (2) a quantity of the same item, or, (3) a single item with several component parts the size of which might require them to be shipped in separate packages. In all such orders, we endeavor to ship out individual packages together so that they arrive at the same time; however, when that is not possible, we commence shipping by shipping individual packages in the order the soonest they are available and conditions permit. In these instances, our notification to you that your order has ³shipped,² marks the time when shipping has commenced; it does not mean that all items in the order have shipped at that time. All packages sent have a separate tracking number and may be followed on the Order Status page. You agree that credit cards and debit cards are to be charged on the date of inventory reservation for the order, not the date of shipping.

RISK OF LOSS

All items purchased from Jamac, Inc. are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon tender of the item to the carrier.

Delivery Times

Your order will be fulfilled by the delivery date set out in the **Shipping Confirmation** or, if no delivery date is specified, then within a reasonable time of the date of the **Shipping Confirmation**, which could in exceptional circumstances be longer than 30 days.

Disclaimers of Warranty and Limitations of Liability

To all international customers only, we warrant to you that, where you buy a product as a consumer, any product purchased from us through our Site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied and will conform with description or sample.

Our liability for losses any international customer suffers as a result of us breaking these Terms and Conditions or anything else we do or do not do in connection with any order is strictly limited to the purchase price of the product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could reasonably be contemplated by the parties at the time your order is accepted by us.

We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable, including but not limited to: (a) loss of income or revenue; (b) loss of business; (c) loss of profits or contracts; (d) loss of anticipated savings; (e) loss of data; or (f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise.

This does not in any way limit or exclude any liability of us (a) under section 2(3) of the Consumer Protection Act 1987, (b) for breach of any condition as to title or quiet enjoyment

implied by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982; (c) for death or personal injury caused by our negligence or (d) for fraudulent misrepresentation.

Other than the warranties and other assurances we give you in these Terms and Conditions, Jamac, Inc. specifically disclaims all warranties, conditions and other terms of any kind, whether expressed or implied, including but not limited to implied terms of satisfactory quality or fitness for purpose. No oral advice or written information given by Jamac, Inc. com shall create a warranty (unless made fraudulently).

Applicable Law

If you access the Site from anywhere other than the United States or Canada, you agree that English law will govern these Terms and Conditions and the purchase of products by you through the Site and that any dispute of any sort that might arise between you and Jamac, Inc. or its affiliates and subsidiaries shall be subject to the exclusive jurisdiction of the courts of England and Wales.

These Terms and Conditions were last revised and made effective as of March 21, 2009.