

Post-Tension Products, Inc.
GENERAL TERMS AND CONDITIONS

Scope of the Agreement

These General Terms and Conditions ("Agreement") apply to all sales of goods and/or services ("Products") sold by Post-Tensioned Products, Inc., a Florida company d/b/a Post-tensioned Products.Com ("Seller") to any person or entity that purchases Products from Seller ("Buyer").

Terms of use

This product is offered to the Buyer conditioned upon your acceptance without modification of the terms, conditions, and notices contained herein. Keeping, using, or allowing use of the Sellers products indicate your agreement to these terms.

Use limitation

You may not modify, copy, distribute, reproduce, create derivative works from, any products obtained from the Seller.

Limited Warranty

This product is warranted against any manufactured defect for a period of twelve months from date of purchase. If a defect arises within the warranty period, Buyer must notify Seller in writing promptly. Seller's sole obligation, and Buyer's exclusive remedy, is limited to repair or replacement of the defective Product, or refund of the purchase price if repair or replacement is not possible.

Limitation of Liability

Seller's liability for any claim arising out of or relating to this Agreement or the Products sold hereunder will be limited to the purchase price of the Products. In no event will Seller be liable for any special, incidental, indirect, or consequential damages, including but not limited to loss of profits or revenues, loss of use of Products, or claims of third parties.

Assumption of Risk

By buying, using, or allowing the use of the Sellers products, you understand and agree that the work associated with these products can be a high risk activity and, to the extent permitted by law, YOU EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF PROPERTY DAMAGE, DEATH, OR OTHER PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE SELLER including but not limited to a defect or malfunction from whatever cause. Additionally, you agree to indemnify, defend, and hold the Seller harmless from any third party claims arising from such High Risk Activities.

Product Modification

Modification of the Sellers products can lead to a malfunction causing serious risk. The Seller will not be held liable for any modifications done to its products, or through the use or misuse of its product.

Inspect Before Each Use

The Buyer shall inspect all products prior to each use to ensure it has not been damaged. If damaged, remove immediately from use.

Entire Agreement

This Agreement constitutes the entire agreement between Seller and Buyer regarding the sale of Products and supersedes all prior negotiations, representations, and understandings between the parties. No modification or amendment to this Agreement will be effective unless in writing and signed by both parties.

Governing Law

Your order from the Seller, and this disclaimer statement are governed in accordance with the laws of the State of Florida. You hereby consent to the exclusive jurisdiction and venue of the State of Florida, in all disputes arising out of or relating to the use of this product.

Modification of Terms and Conditions

The Seller reserves the right to change the terms, conditions, and notices under which its products are offered.

Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.

By placing an order for Products, Buyer acknowledges that it has read, understands, and agrees to be bound by these Terms of Use.