

Terms and Conditions

In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing US Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Privacy Statement

We are committed to protecting your privacy. Only authorized employees within the company, on a need to know basis, use any information collected from individual customers. The U.S. Government has created specific offenses for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

Confidentiality

Client records are regarded as confidential and therefore will not be divulged to any third party unless legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, hand-outs or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this Company will only be in connection with the provision of agreed services and products.

Disclaimer

Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment

Visa, MasterCard, Discover, American Express, or Debit cards are acceptable methods of payment, using this website.

Purchase orders are also an acceptable form of payment. Please note that purchase orders must have an official purchase order number with company address, phone, contact name, contact email, and Accounts Payable contact phone and contact email. If you are a first time customer, we may require credit information prior to processing your order. For faster processing, you can email the purchase order to us at sales@mijet.com or fax it to us at (207) 345-3171. Our Terms are payment in full within NET 30 days of shipment. A balance that remains outstanding by the due date will incur late charges at the rate of 1.5%, per monthly, until the balance is paid in full and final settlement. We reserve the right to seek recovery of any remaining balance unpaid seventy-five days from the date of invoice via collection agencies and/or through the Small Claims Court in the event that the outstanding balance does not exceed \$1,000. In such circumstances, you shall be liable for any and all additional administrative and/or court costs.

Returned checks will incur a \$25 charge to cover banking fees and administrative costs, and we reserve the right to require future purchases to be made via credit card. Consequently, all orders and/or transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding balances are recovered in full.

Sales Tax

Shipments being delivered to a New York State address will be automatically be charged sales tax when a credit card payment is made. New York sales tax will be refunded once an acceptable signed New York state sales tax exemption form is received. Two acceptable forms include NYS Form ST-120, New York State and Local Sales and Use Tax Resale Certificate, and NYS Form ST-121, New York State and Local Sales and Use Tax Exempt Use Certificate, providing you have a valid New York State Certificate of Authority. Other blanket forms are acceptable for companies with a New York State delivery address and billing located in others states. Receipt of those signed forms will be necessary before sales tax will be refunded.

Payment made with purchase orders for deliveries in New York State will require the same documentation listed above, however, no refunds will be necessary providing the documentation is received before payment is due. If documentation is not received prior to payment due, New York State sales tax must be collected by law and turned over to New York State.

Cancellation Policy

In the event it becomes necessary to cancel an order once it has been placed, please do so in writing by emailing us at sales@mijet.com within 24 hours. We reserve the right to charge a \$25 fee to cover any subsequent administrative expenses.

Refund Policy

Money back guaranty within 30 days of delivery if not completely satisfied. One year warranty on all parts, if monthly lubrication maintenance procedures have been followed. Customer contacts us for a Return Material Authorization number (RMA#) and ships the product **back at their expense in the original packaging**. If original packaging is not available and damage is incurred during shipping, the damaged component will be charged to the customer (i.e. the metal bucket is very susceptible to damage during shipment without proper packaging materials).

If a faulty part is diagnosed, it will be fixed or the whole unit will be replaced and shipped back to the customer at our expense. If it is determined by the factory that unit has not been properly maintained and lubricated, the customer will be notified on the costs for repair and that they will be responsible for repair costs before they are completed.

Availability

Unless otherwise stated, the products featured on this website are currently available within the United States and Canada. International markets are under development pending export and shipping arrangements.

You are solely responsible for evaluating the fitness for a particular purpose of any downloads and programs available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. By purchasing any products from this site you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

Username and Password

The website provides the facility to register in order to purchase products or services. We are entitled to act on any and all instructions received using your user name and password, and you agree that the use of your user name and password will have the same effect as your signature, including but not limited to authorizing instructions.

You are responsible for keeping your user name and password confidential. You should never provide your user name and/or password to anyone for any purpose. If you wish to authorize another person to have access to your accounts on this website, you may do so in a form acceptable to us and we will permit such person to create his or her own user name and password. You agree to indemnify and hold us harmless for any loss or damage we may incur resulting from breach of this clause. If you believe your user name and/or password has been lost or stolen or that someone may have access to your account without your permission, please contact us immediately at 1-585-637-3760. You may also change your username and password on this website.

Log Files

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

Cookies

Like most interactive web sites this Company's website [or ISP] uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

Links to this website

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

Links from this website

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's products and the full content of this website. You are licensed to view and temporarily store Website pages and their content in your browser's temporary cache, and also to print out for reference a single copy for non-commercial purposes and off-line review. You may not sell or re-sell anything available from the Website, save to the extent expressly permitted pursuant to any product or service purchased by you from the Web Site where such permission is either expressly given or is a necessary attribute of the product or service concerned.

This Company's logo is a trademark of this Company in the United States. The brand names and specific services of this Company featured on this web site are trademarked.

Communication

We have several different e-mail addresses for different queries. These, and other contact information, can be found on our **Contact Us** link on our website or via Company literature or via the Company's stated telephone, mobile telephone numbers.

This company is incorporated in New York State, United States of America.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

General

The laws of the United States of America govern these terms and conditions. By accessing this website and buying our products you consent to these terms and conditions and to the exclusive jurisdiction of the United States courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company.

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit, your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we

will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of an order or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

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