

## **Terms of Sale**

Thank you for your interest in making a purchase on Overtons.com (our "Site"). These Terms of Sale ("Terms of Sale") govern your purchases on our Site. This Site is owned and operated by Overton's Inc. ("Overton's," "we," "us," and "our."). The terms "you" and "your," when used in these Terms of Sale, mean any user of this Site.

### **GENERAL**

We do not sell products to persons under the age of 18. If you are under the age of 18, you may only purchase products on our Site with authority given by either a parent or guardian.

You acknowledge that any use of the Site is subject to our Terms and Conditions and all applicable laws. These Terms of Sale are expressly incorporated into the Terms and Conditions for the Site. In addition, any personal information you provide to us will be subject to our Privacy Policy. Before using our Site, please read through all of these documents carefully.

### **YOUR ORDER**

Every order that you place on our Site will be subject to acceptance in accordance with these Terms of Sale. The final details of your order will be listed at the end of the checkout process. Following completion of the checkout process, we will send you an email confirming receipt of your order, detailing the products you have ordered with an order number, and setting forth the shipping address and delivery method for your order. This email is not an order acceptance from us, and your order will not be completed and accepted until we notify you that it has been shipped. Please inform us immediately if there are any errors in your order.

Once we have processed your order, we will send you another email confirming that your order has been shipped (the "Shipping Notification"). You should save the Shipping Notification for your own records. The Shipping Notification will be deemed to be completion of your purchase contract. Any products on the same order which we have not confirmed in the Shipping Notification will not form part of that contract. Completion of the contract will also not take place where we have notified you that we cannot accept your order. If your order is shipped via UPS, we will send you a UPS tracking number in the Shipping Notification so you can track your purchase.

We reserve the right to cancel any order and/or prevent access to the Site at any time, with or without cause.

### **PAYMENT**

Payment for your complete order is applied to your credit card at the time of your order. If there are backordered items on your order and you wish to cancel them, a credit for the items will be issued to your credit card. If we are unable to supply any products that you

have ordered, we will contact you by email or phone, and a refund for the unshipped items will be applied to your credit card.

### **MISPRINTS, PRICING**

The information on our Sites may contain typographical errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice (including after you have placed your order). Please note that such errors, inaccuracies or omissions may relate to product description, pricing and availability. We apologize for any inconvenience this may cause you.

### **SHIPPING POLICIES AND DELIVERY**

#### **Shipping and Handling.**

Shipping and handling charges listed on Site apply to the contiguous US only. Overton's reserves the right to limit quantities and / or charge actual shipping charges on bulk orders. Alaska, Hawaii, Puerto Rico, Guam, Virgin Islands and APO/FPO require a special handling fee of \$10 plus actual shipping charges based on the weight and dimensions of the package(s). Overton's does not currently offer shipping to Canada or foreign countries.

#### **Overton's Express.**

Overton's is pleased to offer 2nd Day Express service for \$19.99 plus regular shipping and handling. For even faster delivery, Overton's Overnight Express service will deliver to your door in only one (1) business day for \$29.99 plus regular shipping and handling.

All Overton's Express service orders placed before 1pm EST on the internet or before 3pm EST on the phone will be shipped the same business day Monday – Friday. All other orders will be shipped the next business day. Offer applies to in stock merchandise only. Certain items may not be eligible for express service. Please call for details.

### **RETURN POLICY**

Overton's believes in offering the very best value, quality, and selection. You may return any unused items for a refund or exchange within 90 days from the date of purchase. Returns for web orders may be sent back to our distribution center or returned at your local store.

#### **For returns with a receipt**

Return the unused and unopened item, with the original sales receipt, for a full refund or exchange. All returns with a gift receipt will receive store credit for the amount of the item at the time of purchase.

**For returns without a receipt**

A refund will be issued as a store merchandise credit at the lowest price within the last 90 days. Proper ID will be required in the form of a valid state-issued driver's license or state ID card. We reserve the right to limit or refuse returns without a receipt.

**For Good Sam Protection Plans**

Return any Good Sam Protection Plan purchase to your local store for processing.

**PRICE MATCH POLICY**

At Overton's, we want to make sure you're getting the best products at the best value which is why we offer the lowest prices possible. In the event you find a lower price somewhere else, let us know, and we will match that price.

If you find a lower price at the time of your purchase or up to 30 days after your purchase (within 14 days at our retail locations) on an identical in-stock item, just mention where you saw the lower price, and your representative will verify and match the price at the time of your order or credit you for the difference on your previous purchase.

**To receive a price match:**

- Contact our customer service team (1-800-334-6541) or visit your local store.
- Provide our representative with the competitor's name, item, price, and location of where you saw the advertised price.
- Your representative will verify and match the price or credit you for the difference on your previous purchase.

This offer applies to all in-stock merchandise. We are unable to sell products below our cost and reserve the right to make the final judgment on all price matches.

Please note that we are unable to price match the following:

- Special orders, rebates, financing offers, gift with purchase offers, services, and misprints.
- Prices on special buys, discontinued, clearance, closeout, used, damaged, returned, refurbished, open box, display merchandise, or items with MAP pricing.
- Competitor's hourly sales (such as a holiday "5-hour sale"), one-day sales, After Thanksgiving Event sales, Cyber Week, or credit or loyalty promotions.
- Prices from online-only retailers, dealers, and/or resellers are not eligible.

**LIMITATION OF LIABILITY**

Our liability will be limited as set forth in the Terms and Conditions. Nothing in these Terms of Sale limits liability for fraudulent misrepresentation or our liability to you in the event of death or personal injury resulting from our negligence. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of

liability, so the limitations & exclusions set out in these Terms of Sale or the Terms and Conditions may not apply to you.

#### **WARRANTIES AND DISCLAIMERS**

Products sold by Overton's may be covered by manufacturers' warranties. Where applicable, warranty information should be included with your product. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BREACH OF A WARRANTY, IF ANY, IS LIMITED, IN OVERTON'S DISCRETION, TO REPAIR OR REPLACEMENT OR RETURN OF THE PURCHASE PRICE OF A PRODUCT AS DESCRIBED IN THESE TERMS OF SALE, AND ALL CLAIMS FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES ARE HEREBY EXCLUDED. If you experience any product defects outside of our return period, please contact the product' manufacturer. If you have any questions, please call us at 1-800-334-6541.

#### **ASSIGNMENT**

These Terms of Sale are personal to you and you may not assign or otherwise transfer any right or obligation under these Terms of Sale except as permitted herein. We reserve the right to transfer, assign, license or subcontract all or any of our rights or obligations under these Terms of Sale or any related contract to any third party.

#### **FORCE MAJEURE**

We will not have any liability to you or be deemed to be in breach of these Terms of Sale from any circumstances which are beyond our reasonable control (including a delay in delivery caused by force majeure). "Force majeure" includes, without limitation, circumstances directly or indirectly resulting from acts of God; acts of the public enemy; strikes; lockouts; epidemic and riots; power failure; fire; earthquake; water shortage or adverse weather conditions; or other causes beyond the control of the Parties.

#### **AMENDMENTS**

We reserve the right to make changes to these Terms of Sale at any time. You will be subject to the Terms of Sale in force at the time you place your order with us, unless any change to these Terms of Sale is required to be made by law (in which case it will apply to any orders previously placed by you).