

**To continue purchase the following terms and conditions must be accepted.
By accepting these terms you agree to all the following terms and conditions.**

If you do not agree with the terms of this Agreement or any revised Agreement, please cancel order with the disagree button and you will returned to our home page.

This document contains our privacy policy, security measures, disclaimers, shipping policies and other important information. Please take the time to read the entire User Agreement.

Terms & Conditions

Legal information Privacy Policy

YOUR PRIVACY & SECURITY

We value your trust and your privacy and therefore all personal, contact, and payment information is used only to ensure timely processing of your order, email or telephone communications regarding your order, or promotional mailings that you have registered for.

INTERNET ORDERING & CREDIT CARD INFORMATION

Metro Supply & Equipment Co. uses the industry standard Secure Sockets Layering (SSL) to encrypt (encode) your personal information, including your credit card number, before it travels over the Internet. This information can only be decrypted by our authorized computer for the purpose of finalizing your order. For your privacy and protection, your credit card information is NOT stored in our systems for Internet Orders, or in our Warehouse, or in our Store beyond the processing of your order. Each time you visit our Website to make a purchase, you will need to re-enter your credit card information.

EMAIL & ADDRESS INFORMATION

We do not and will not ever share or sell any customer information to any third party.

LINKS TO OTHER WEBSITES & RESOURCES

MetroSupplyCo.com includes some hyperlinks to other Websites. These are provided for your information and convenience and are not intended as an endorsement by Metro Supply & Equipment Co. We are not responsible for any content contained on any Website reached from these links. Once you link to another site, you are subject to the privacy policies of that site.

The buyer agrees to be governed by the following:

- * The buyer agrees to get all the information necessary for them to make an educated decision regarding the purchase. The buyer agrees not to hold Metro Supply & Equipment Co. or its agents responsible for anything not stated in the listing or included in the picture, including, but not limited to, assumptions made by the buyer or any verbal statements.
- * The buyer accepts responsibility for checking his state and local codes and making sure the items purchased meets those codes before the order is placed with Metro Supply & Equipment Co.
- * Orders are usually shipped out about 5-10 business days after payment has been processed and the order confirmed, unless otherwise noted in the item's listing. However, due to potential stock issues, orders may occasionally take 4-6 weeks to ship. The buyer agrees that there is **NO GUARANTEE OF SHIPPING TIMES**.
- * The buyer agrees not to cancel the order. However, if the buyer has a need to cancel the order, the buyer needs to notify Metro Supply & Equipment Co. by mail or email as soon as possible. Requests for cancellation are discussed below.
- * The buyer agrees to pay all costs relating to the shipment, including charges by the shipping company, which were not paid during check out. These charges might include, but are not limited to, charges due to inaccurate information provided to Metro Supply & Equipment Co. relating to the delivery or due to the failed delivery attempts by the shipping company.
- * The buyer agrees to perform their fiduciary duty to protect their property after it is shipped.
- * The buyer agrees to accept all items related to the order during delivery attempts.

- * The buyer agrees to inspect the shipment during delivery by the shipping company for damages, both obvious and hidden.
- * If damages are noticed, and the buyer agrees to accept the delivery. Buyer will note on the delivery receipt all damages or concerns they notice. Failure to notate any defects could result in a significant reduction in the carrier's liability during damage claims.
- * The buyer agrees to file loss or damage claims with the carrier. Shipping companies do not allow 3rd parties to file or get involved in a damage claim. Metro Supply & Equipment Co. may be the 3rd party on shipments made direct from manufactures' warehouse. Metro Supply & Equipment Co. will eagerly assist the buyer with the filing and handling of the claims based on the buyer's needs and requests. The buyer agrees to accept all responsibility for filing the claim in the manner and time frame directed by the carrier.
- * The buyer agrees to hold Metro Supply & Equipment Co., its suppliers and vendors harmless for claims of supposed improper packing.
- * The buyer agrees to have the merchandise assembled, installed, and adjusted by knowledgeable, licensed, authorized and experienced personnel. Improper installations may void any warranty and usually cause malfunction.
- * If the item is materially different from what is described or pictured in the items presentation on the web, the buyer agrees to inform Metro Supply & Equipment Co. of any concerns and agrees to accept Metro Supply & Equipment Co. decision regarding such concerns.
- * Any reports of malfunction should include an inspection report from a knowledgeable, licensed, authorized, experienced technician detailing his findings regarding the issue.
- * The buyer agrees that there are NO WARRANTIES of either merchantability or fitness for a particular use and that all USED merchandise is sold 'AS IS / WHERE IS' and 'WITH ALL FAULTS'. The buyer acknowledges that any used equipment might not be received in working condition.
- * The buyer agrees that all concerns about new merchandise will be limited to what is covered in the particular manufacturer's warranty and that they will hold Metro Supply & Equipment Co. harmless for all matters regarding the item, including, but not limited to any matters regarding the manufacturer's performance per the warranty.
- * The buyer agrees that they will abide by Metro Supply & Equipment Co. decisions regarding any return, cancellation or damaged items matters and that any exceptions to the purchase agreement regarding such matters is the sole right of Metro Supply & Equipment Co..

Requests for Cancellation:

- * If the supplier allows cancellations and the request is received in a sufficient time frame for the shipment to be held with the supplier. The buyer will receive a refund in full.
- * Some of the equipment Metro Supply & Equipment Co. sells is custom made, or manufactured to order. Many of our suppliers do not allow cancellation of these items. Thus, requests for cancellation of these items may not be honored, or may be subject to cancellation fees which are usually a minimum of 25%.
- * If a request for cancellation is received after the item ships and the supplier will allow a return, the buyer will receive a refund of what they paid less all the suppliers restocking fee, and any other expenses incurred by Metro Supply & Equipment Co. and / or the supplier including, but not limited to, packing, shipping, and re-stocking fees.

Returns:

If a return is approved, the customer must obtain a Return Authorization number prior to returning the item. The customer will be responsible for all freight costs and a minimum of 25% restocking fees.

All applicable freight charges, any damages incurred to product and all applicable repair charges are the buyers responsibility.

Please notify us of refused shipment so we may process your account credit once the item has been received in good condition in re-sellable packaging.

If you fail to notify us of a return in writing, do not receive authorization to do so, or if the product is returned in unsatisfactory condition, there will be no credit.

If the customer refuses a shipment, the customer will also be responsible for the cost of the return shipping. No exceptions will be made unless there is a written agreement between the Company and the customer reached prior to time of delivery.

If the buyer thinks there is a misrepresentation regarding the item or its condition in our description, or Terms and Conditions, the buyer must relay to the seller why he or she thinks there is a misrepresentation. The seller will review the facts and make a decision regarding the alleged misrepresentation. If the seller agrees there is a misrepresentation, the seller will refund only the bid amount of the merchandise upon its return to our facility freight paid by the buyer. We will not refund packing or shipping charges. The buyer agrees to accept the seller's decision. Any concerns must be submitted to us by email or fax within 5 days of receipt of the item, or 45 days from the end

of the sale, whichever date comes first.

The customer agrees to authorize Metro Supply & Equipment Co. to charge their credit card to deduct all applicable charges before issuing a refund. If returned and the fees exceed the cost of the order you agree to be responsible for the difference.

REFUND POLICY

- The buyer will be responsible for the following costs unless otherwise stated in writing by Metro Supply & Equipment Co..
 - Original packing and shipping costs
 - Any accumulated storage fees from the carrier
 - Return shipping costs
 - Restocking fees
 - Cancellation fees
 - Repair charges for any damages incurred to product
 - Charges disclosed as non-refundable

SHIPPING OPTIONS, TAXES AND FEES

- Shipping is available only within the contiguous United States (excludes Alaska and Hawaii) and to Canada.
- For shipments to Canada that are coordinated by Metro Supply & Equipment Co., all applicable fees (e.g., Canada customs duties, Canada taxes and customs brokerage fees) must be determined in advance and added to the order or the shipment cannot be made. For shipments to Canada that are self-brokered, the buyer must make ALL shipping arrangements and inform Metro Supply & Equipment Co. of the details.
- Standard packing charges (e.g., for wrapping, strapping to pallet) are disclosed in the listing. Additional protective packing (e.g., crating or box construction) is usually available. The buyer must request this service in advance and cover the additional packing charges.
- Handling fees for customer pickups (of used items at the Metro Supply & Equipment Co. warehouse) are disclosed in the listing.
- Only curbside delivery is offered. The seller does not offer or arrange for inside delivery.
- Liftgate services are available for an additional fee. This service must be specified during checkout or the buyer may call to discuss options and fees.
- Residential delivery is available for an additional fee. This service must be specified during checkout or the buyer may call to discuss options and fees.
- Insurance on shipments is not a standard service. The buyer may call to discuss options and fees.
- Signature services are not standard. The buyer may call to discuss options and fees. There is no expectation of a signed proof of delivery otherwise.
- Sales tax of 7.85% is charged on all items received in Illinois or picked up from our warehouse. Sales taxes and fees for other states, as charged by our suppliers, are added to the invoice during checkout.
- Any minimum order fees charged by suppliers will be added to the invoice during checkout.
- Free shipping promotions are granted with the agreement that the merchandise will be kept. Any amount disclosed as Shipping Promotion will be considered as part of original shipping costs during a refund calculation.
- All requests for non-standard services must be made in writing to Metro Supply & Equipment Co..

DELIVERY AND RECEIPT OF ORDER

- Orders usually ship within 10 business days after payment has been processed unless otherwise noted in the item's listing. Due to occasional stock issues or custom-made merchandise, orders may potentially take 4-6 weeks to ship. There is NO GUARANTEE OF SHIPPING TIMES. If you have questions about the status of your order, check your customer area on our web site or contact us by phone or email.
- We may request additional confirmation (such as for shipping address or custom-made equipment) that may delay order processing.
- The buyer pays all costs relating to the shipment, including charges by the shipping company that were not paid during check out. These might include, but are not limited to: additional charges due to inaccurate

information provided to Metro Supply & Equipment Co. relating to the delivery, charges due to failed delivery attempt(s) by the shipping company, etc.

- New equipment is sold FOB manufacturers' dock at the facilities' location.
- Used equipment is sold FOB our dock in Alton, IL 62002.
- Ownership of the goods passes to the buyer at the shipping point. The seller accepts no responsibility for the item once it is shipped. The buyer agrees to perform his fiduciary duty to protect his property after it is shipped.
- Any shipment that is refused or cannot be delivered and is returned by the carrier will be considered an unauthorized return.
- The buyer is responsible for inspecting the shipment during delivery by the shipping company for damages, both obvious and hidden. The buyer will accept the delivery and note on the delivery receipt any damages or concerns. Failure to notate any defects could result in a significant reduction in the carrier's liability during damage claims.

Notice:

By signing the freight bill clean, you acknowledge that the items and merchandise being delivered is properly packaged and is in good physical condition. All claims for damage must be made directly to the freight company and are not the responsibility of Metro Supply & Equipment Co.

- **Make notes on the freight bill detailing any damage noted**
- **Verify that there is no concealed damage**
- **Open all cartons before accepting delivery to verify that there is no damage.**

It is not the carriers' responsibility to bring all merchandise to the end of the truck for the customer to unload. They may or may not help bring the merchandise inside the building. Inside delivery and lift gate services must be chosen upon ordering. If lift-gate option is not available upon checkout, please contact us.

If nobody can be at the shipping address to accept delivery of your product, you should consider shipping the item to an address where someone you trust will be available to sign for your package. Please note that we are not able to adjust the shipping address once a package has shipped. If a freight company attempts a delivery, and is unable to due to reasons that are under the customer's control, re-delivery fees may apply. If an order is canceled after delivery or you refuse delivery of goods, you will be responsible for round trip freight of the merchandise plus any restocking, applicable storage, and restocking fees.

- The buyer is responsible for filing any loss or damage claims in the manner and time frame directed by the carrier. Shipping companies do not allow third parties to file or get involved in a damage claim. Metro Supply & Equipment Co. is a third party in the shipment of most of the items it sells. Metro Supply & Equipment Co. will willingly assist the buyer with the filing and handling of the claims based on the buyer's needs and requests.
- The buyer is responsible for any concerns, issues, or charges for these shipments and agrees to hold Metro Supply & Equipment Co., its suppliers, and its vendors harmless.

WARRANTIES AND CONDITION OF MERCHANDISE

- The seller agrees to present all items as accurately as possible based on the information available to us and on our knowledge at time of posting. There is no guarantee regarding accuracy of this information.
- All USED merchandise is sold 'AS IS / WHERE IS' and 'WITH ALL FAULTS'. There is no guarantee that equipment sold as USED will arrive in clean-as-new condition or in working order.
- SPECIAL NOTE REGARDING REFRIGERATION EQUIPMENT: Because the solder holding refrigeration lines together becomes brittle as it ages, vibrations during shipping could cause it to crack and could lead to a refrigerant leak. Occasionally an item we described as cooling may no longer cool after shipping. The buyer's cost to repair and recharge the system should be less than \$100.00.
- Any concerns about NEW merchandise will be limited to what is covered in the particular manufacturer's warranty. The buyer should be aware that a commercial equipment warranty might be voided if the equipment is placed in a residential setting. The buyer will hold Metro Supply & Equipment Co. harmless for all matters regarding the item, including, but not limited to, any matters regarding the manufacturer's performance per the warranty.

- Merchandise must be assembled, installed, and adjusted by knowledgeable, licensed, authorized and experienced personnel. Improper installations may cause malfunction and may void any warranty.
- There are NO WARRANTIES of either merchantability or fitness for a particular use.

CONDITION OF ITEMS

All used equipment is sold "as is" and "where is."

All new equipment is sold with only the manufacturer's warranty, if applicable. Warranty concerns should be immediately addressed with manufacturer.

We do our best to represent items as accurately as possible. Our descriptions are based on information from manufacturers and our personal knowledge at the time of listing the item. We do not guarantee the accuracy or completeness of the information.

Where noted, we have tested items. This cannot be construed as a guarantee that the item will continue to work for a specified amount of time. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

You understand and agree that the owners of this site shall not be liable for any direct, indirect, incidental, consequential or exemplary damages, including but not limited to, damages for loss of profits, data or other intangible losses (even if the owners of this site have been advised of the possibility of such damages), resulting from the use or the inability to use the product(s) and or service(s) or any misuse of the product(s) and or service(s) in a manner not in accordance with their intended use.

Release and Limitation of Liability.

To the maximum extent permitted by law, the Buyer releases Metro Supply & Equipment Co. from all claims, demands, liabilities, actions, losses and damages of any kind, including without limitation direct, indirect, incidental, special, punitive and consequential damages (including without limitation lost profits, revenue and/or data, attorneys' and paralegal' costs and fees), related to or arising out of or in connection with the Conditions of Business, the Site, the inability to use the Site, any Decorative Item offered for sale or sold through the Site or any other goods or services purchased or obtained or transactions entered into through the Site. If the Buyer is a California resident, the Buyer waives California Civil Code § 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." In all events, the liability of Metro Supply & Equipment Co. to a Buyer is limited to the amount of the Buyer's Premium paid by the Buyer to Metro Supply & Equipment Co. if applicable in the transaction, or 25% of the purchase price if no Buyer's Premium was paid.

The terms and conditions of this Agreement may be amended or modified at any time. This User Agreement, including any amendments or modifications will be accessible from the User Information area of the Application. This is not the case we need to allow them to do this our continued usage after such changes are posted constitutes acceptance of each revised provision of the Agreement.