

HermansCentral.Com Terms & Conditions:

The following terms and conditions govern the use of this web site. Please read these Terms and Conditions carefully. You indicate your acceptance of these Terms and Conditions by use of this web site. If you do not accept these Terms and Conditions, please do not use this web site.

Disclaimer Liability:

HermansCentral.Com ("HermansCentral") has taken steps to insure that the information contained in this site is accurate. Notwithstanding the foregoing, all information provided within this web site is provided "as is" without any warranties expressed or implied, implied warranties of merchantability, and fitness for a particular use. You agree that HermansCentral shall not be responsible for any punitive or consequential damages which result from the use of this web site, including, but not limited to, damages resulting from any use or performance of or content errors or omissions in the information contained in this web site. You agree that the maximum liability to HermansCentral arising from any products sold on this site shall be the price you paid for the product you ordered. Furthermore, you agree that in no event shall HermansCentral, its officers, directors, shareholders, employees, agents or other representatives be liable for special, indirect, consequential, actual or punitive damages relating to the products sold.

HermansCentral assumes no responsibility for the accuracy of any information contained in manufacturer's literature or for any typographical errors on this web site.

HermansCentral assumes no responsibility for any malfunction of the HermansCentral Website which results in inaccurate information being conveyed to the user. HermansCentral reserves the right to cancel without liability any order placed on the HermansCentral Website for cause or without cause, without any liability to HermansCentral.

Prices and Currency:

The prices displayed on this web site are quoted in U.S. dollars and are valid and accepted only within the United States, and such prices do not include shipping or handling or sales tax, if applicable, which would be added to your total invoice price. The prices on this web site are subject to change, without notice. You are responsible for the payment of any shipping or handling charges and state and local sales or use taxes which may apply to your order. International shipment rates vary based upon total package weight and final destination. All pricing does not include duties, insurance costs, tariffs or value-added taxes. If assessed, these charges are the responsibility of the package recipient who will be billed for them by the local custom office.

HermansCentral reserves the right to limit quantities. HermansCentral reserves the right at any time after receipt of your order to accept or decline your order for any reason. Your receipt of an electronic confirmation does not constitute our acceptance of your order, nor does it constitute an offer to sell.

Force Majeure:

HermansCentral shall not be liable for any delay in or impairment of performance resulting in whole or in part from any force majeure event including but not limited to Acts of God, labor disputes or disruptions, shortages, inability to procure product, supplies or raw materials, severe weather conditions, or any other circumstances or cause beyond the control of HermansCentral in the conduct of its business

Shipping:

Our standard shipping method is UPS Ground, or FedEx Ground, standard service. If any other carrier is requested or required, or if any special handling is requested or required, the customer is responsible for any and all incurred charges. The customer is responsible for all charges associated with address corrections, zip code corrections (or omission) or for charges that are incurred as a result of the customer omitting or providing an improper room, suite, or apartment number in shipping instructions. Such charges will apply, even on promotional items where HermansCentral offers free shipping and/or flat fee shipping. Expedited shipping service such as Next Day, Second Day, Third day, etc., is available on orders placed before 2PM EST Monday thru Friday. Additional shipping charges apply for any expedited shipping services including those orders that qualify for flat fee shipping and/or free shipping. Shipments requested for next day air on Friday's will be delivered on the following Monday, unless Next Day Air (Saturday) delivery is requested. Next Day Air (Saturday Delivery) is not available in all locations. Additional charges for Next Day Air (Saturday Delivery) will apply. To arrange for expedited shipping services, please contact our Customer Service Department at 1-800-273-4376.

For credit card purchases, billing address associated with the credit card is required.

"Free shipping" when set forth on this web site, only applies to orders shipped within the Continental United States and only applies to orders with standard ground shipping.

HermansCentral's standard method of shipping is to require a signature from the customer or the customer's representative at the time of delivery. By selecting the option at checkout to waive the required signature, the customer agrees that HermansCentral.com and its agents are not responsible for any lost, stolen or misplaced merchandise once the carrier has confirmed delivery to the address delineated by the customer.

HermansCentral from time to time offers a promotion of \$12.95 Flat Fee Shipping and/or Free Shipping. These promotions only apply to products shipped via either UPS ground or Federal Express ground shipping, within the continental United States. These promotions only apply to shipments totaling 99 pounds or less, and those shipments delivered by HermansCentral transportation. Method of shipment is within the sole discretion of HermansCentral.

HermansCentral must ship those orders weighing 100 pounds or more by truck using common carriers. Common carriers normally only deliver to the customer's shipping dock, or in the case of residential deliveries, curbside. It is the responsibility of the customer to employ adequate means to safely unload the merchandise from the truck. In most cases, common carriers will not assist in the removal of the merchandise from the truck. The customer must be prepared to remove the merchandise from the truck, using such means as a fork lift or hi-low, or other equipment.

Orders placed with HermansCentral containing multiple products may ship from one or more sources, depending on if the products are in stock at our primary warehouse. HermansCentral suggests that customers who have questions regarding the status of their order initially log onto their account, which normally has current information and may answer any questions the customer may have. Of course, customers are always welcome to contact our Customer Service Center on our toll free number.

Residential Deliveries:

Some truck carriers impose additional shipping costs to deliver to a residential address. HermansCentral is not responsible for additional shipping costs to a residential address.

Additional costs for residential delivery can vary depending on the shipping carrier. In some instances, the customer should request a vehicle equipped with a liftgate. Additional charges for liftgate service can vary, depending on the carrier, and such charges are the sole responsibility of the customer.

If the customer does not request lift gate service, HermansCentral is not responsible if the product cannot be removed from the truck. Please note that truck drivers are not responsible to unload or help to unload the merchandise, or to make inside deliveries. If the customer does not have adequate means to safely off-load the delivery vehicle, the merchandise can be returned to the delivery carrier's terminal, resulting in re-delivery charges which would be the sole responsibility of the customer. If you have any questions regarding residential deliveries, please contact our Customer Service Center at 1-800-273-4376 for assistance.

Governing Law:

By accessing this web site, you are agreeing that all the Terms and Conditions set forth in this web site, are to be construed pursuant to the laws of the State of New York, without regard or consideration to conflict of laws or principles thereof. By accessing this web site, you agree to personal jurisdiction within the state and federal courts of the State of New York.

Links:

In some instances our web site may make reference to and/or provide links to other web sites that are not associated with or maintained by HermansCentral. The inclusion of any such references and/or links does not constitute endorsement or recommendation by HermansCentral with these web sites, their products or services.

Material Safety Data Sheets (MSDS):

Material Safety Data Sheets (MSDS) are prepared and supplied by manufacturers. The information and recommendations contained on the MSDS are believed by HermansCentral to be accurate. However, HermansCentral makes no warranties with respect to the accuracy of the information or the suitability of the recommendations. Customer is solely responsible for any reliance on or use of any information, and for use or application of any product. HermansCentral disclaims any and all liability to any user.

Access:

Access to this web site is limited to viewing the web site solely to access information needed for the purpose of making a purchase decision. Any access to this web site for any other reason is strictly prohibited. Any access or attempt to access other areas of this web site, our web servers, or any other information contained on our web servers for any other purpose is strictly prohibited. HermansCentral may, in its sole discretion, terminate your access to all or part of this web site, for whatever reason whatsoever, including, but not limited to, breach of this agreement. Notwithstanding the foregoing, in the event this agreement is terminated, the restrictions set forth in this agreement, including, but not limited to, the representations of warranties, liabilities, indemnities, heretofore set forth in this agreement, shall survive said termination. Furthermore, in the event you are not satisfied with HermansCentral, your sole remedy is the termination of this agreement.

Returning Goods:

No merchandise may be returned to HermansCentral without the prior written authorization of HermansCentral. Upon request for authorization to return merchandise to HermansCentral, HermansCentral will provide the customer with a Return Authorization Number. The customer is solely responsible for all freight charges and insurance charges in returning said goods. All returned merchandise must be new, unused and in the original packaging. Upon receipt of the returned merchandise as heretofore set forth, HermansCentral will credit the customer with the purchase price and any taxes paid. Except where the incorrect merchandise was shipped, or defective merchandise shipped, the customer will not be credited with shipping and handling charges incurred in the initial delivery of the merchandise to the customer. In the event the merchandise were originally forwarded to the customer with free shipping, the customer will be charged for the initial shipping and handling costs, and this charge will be deducted from the credit given to the customer. Please note: Any merchandise returned without a valid Return Authorization Number clearly printed on the shipping label will be refused by HermansCentral and credit will not be issued.

Sales Tax:

HermansCentral is required to collect state and local sales tax except where a valid resale or tax exempt certificate is provided. HermansCentral will automatically charge applicable sales tax for orders shipped within the State of New York. You are solely responsible for payment of all sales tax or other taxes on orders shipped outside the State of New York.

Terms of Payment:

Purchases can be charged to major credit cards such as Visa, MasterCard or American Express, provided HermansCentral can obtain approval from your credit card company. All payments are to be in the form of U.S. dollars. On orders prepaid by check, shipment will be delayed a minimum of seven days after receipt of your check.

Complete Agreement:

The terms and conditions in HermansCentral forms, acknowledgments, quotations, invoices, websites, and catalog sales terms and conditions are incorporated herein by reference, and constitute the entire and exclusive agreement between the customer and HermansCentral.

Terms and conditions, 2006

Last Updated: 01/18/2009