

## **General Terms, Conditions, and Disclaimers**

### **GENERAL**

The following information is provided for reference and to answer most of your questions. If you need more detailed information, please call your Gravograph - New Hermes Account Executive at (800) 843-7637.

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For the purposes of these Terms and Conditions, "Gravograph - New Hermes" shall be taken to include Gravograph - New Hermes and Gravostore.com. All Gravograph - New Hermes policies and Terms and Conditions are subject to change by us from time to time without notice to you. If the Terms and Conditions provided on our Site do not answer your specific questions, or if you need more detailed information, please contact Customer Service at (800) 843-7637.

### **Description of Service**

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### **Gravograph – New Hermes Use of Material**

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### **Gravograph – New Hermes User Conduct**

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, “flooding,” “spamming,” “mailbombing” or “crashing,” (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. Gravograph – New Hermes will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

### **PRICES & AVAILABILITY**

We do our best to provide the most accurate, up-to-date information, but errors do occur and we reserve the right to make changes without notice. If a product you order is not in stock, a customer service representative will contact you and tell you when we expect the product will be available. We do our best to ship all orders as rapidly and accurately as possible. However, Gravograph - New Hermes is not liable for late or delayed shipments or system failures.

### **Order Acceptance Policy**

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Gravograph - New Hermes reserves the right at any time after receipt of your order to accept or decline your order for any reason. Gravograph - New Hermes reserves the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. We may require additional verifications or information before accepting any order. You represent and warrant that you are at least 18 years of age and that you possess the legal right to enter into this agreement.

### **Typographical Errors**

Gravograph – New Hermes makes no warranties or representations as to the Site or its accuracy. Gravograph – New Hermes assumes no liability or responsibility for any errors or omissions in the content or operation of the Site. Although we do our best to achieve 100% accuracy, occasionally errors and inaccuracies do occur. Should you encounter an error or inaccuracy, please inform us so it can be corrected at 800-843-7637.

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, Gravograph - New Hermes shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Gravograph - New Hermes shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled,

Gravograph - New Hermes shall immediately issue a credit to your credit card account in the amount of the charge.

### **Return policy and limited guarantee against defects**

Products returned for exchange must be in new condition, original packaging and be received within 30 days of the invoice date. We reserve the right to refuse for return or charge a restocking fee for damaged or incomplete returns. No returns will be accepted without an RMA number issued by Gravograph - New Hermes. Click here ([RMA Policy](#)) to review Gravograph – New Hermes’ RMA policy.

## **PROCESSING TIME**

Your order is thoroughly reviewed by our Credit Card Department to ensure that the order is accurate, the payment method is valid, and you are authorized to use this payment method. Once your order has passed review by our Credit Card Department, it is sent to our warehouse for shipment.

If the item(s) on your order are in-stock, we will ship them as soon as possible. If the item(s) on your order are out of stock, they will not be shipped until we have received and processed the backordered inventory in our warehouse.

### **Transit Time**

UPS Ground: 1 - 8 Business Days

UPS Second Day: 2 Business Days

UPS Next Day Air: 1 Business Day

Note: Saturday & Sunday deliveries are not available.

### **Shipping and Handling Rates**

Our shipping schedule is calculated on the ACTUAL WEIGHT of your shipment and the TYPE OF SHIPPING SERVICE that you specify (ground, air or overnight). Shipping and handling charges will be applied to all orders placed with us. If your order must be shipped in multiple boxes or in separate shipments in the event an item is not in stock and must ship at a later date, shipping and handling charges for the entire order will be assessed at the point when the first item is shipped. We charge only ONCE for shipping and handling, for the entire order. **Orders that exceed 125 lbs must ship by truck. A customer service representative will contact you with an estimated shipping cost before your order is shipped.** Should you have any questions or concerns regarding these charges, feel free to contact customer service at (800) 843-7637.

### **Shipping Discrepancies**

Any claims for loss or damage in shipments must be made to the shipping carrier directly. Claims for shipping errors should be reported to Gravograph – New Hermes within three (3) days of receipt of merchandise.

### **Applicable Taxes**

Any sales, use or other applicable tax is based on the location to which the order is shipped. If you believe your purchases are not subject to sales tax, please contact your Account Executive for assistance at (800) 843-7637 prior to placing an order.

### **Order Cutoff Time**

Each order must be credit approved and transmitted to the shipping department before the cutoff time. Same-day shipping cutoff time is 2:00pm EST. If you need further verification regarding your order, please call us at (800) 843-7637. Orders placed and/or credit approved later than the applicable cutoff time will ship the next business day.

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### **ADDITIONAL INFORMATION**

#### **Governing Law and Jurisdiction**

These Terms and Conditions, all transactions between you and Gravograph - New Hermes, and any disputes arising between you and Gravograph - New Hermes related to any interaction between you and Gravograph - New Hermes, shall be governed by and construed in accordance with the laws of the State of Georgia without regard to the laws regarding conflicts of law. You and Gravograph-New Hermes agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within the county of Gwinnett County, Georgia. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

### **Entire Agreement**

These Terms and Conditions, the policies printed in the Gravograph – New Hermes catalogs and on the Gravostore.com Web site, and the policies, terms and conditions stated in the applicable Gravograph – New Hermes invoice or packing slip, constitute the entire agreement between you and Gravograph – New Hermes regarding the use of the Site and supersede any prior agreement between you and Gravograph – New Hermes regarding use of the Site. Gravograph – New Hermes may at any time revise these Terms and Conditions by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound. The failure of Gravograph – New Hermes to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such provision.

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