

Steptrek / Reps Design Terms and Conditions

PAYMENT METHODS

We accept DISCOVER, AMERICAN EXPRESS, VISA, MASTERCARD, PayPal and electronic wire transfer (ETS). All prices at STEPTREK.com are shown in US dollars. Payment made by credit card will be billed in US dollars.

TAXES

Because internet sales tax laws vary state to state, any and all taxes due are the responsibility of the buyer. Non-exempt Minnesota businesses will be charged 7.125% sales tax.

CANCELLATION

If the purchaser should cancel an order, the purchaser is liable for the total value of the order, including shipping. Custom imprint and other custom orders are non-cancellable and non-refundable.

PAST DUE ACCOUNTS

For all orders over 60 days past due, a late fee of \$50.00 plus 1.5% of the total due will be applied monthly (18% annually). Additional service charges may apply to all past due accounts. Orders past due 90 days will be sent to a collection agency. Non-payments sent to a collection agency are subject to additional charges by the 3rd party agency.

SHIPPING

Shipping is FREE to a single location USA location. Delivery estimates are reliable but not guaranteed. A valid street address is required for shipping all orders. Multiple shipments will incur additional shipping charges based on address and prevailing rates. Expedited and guaranteed shipping dates will incur additional shipping charges. Canadian and International orders will incur additional shipping charges.

DELIVERY INFORMATION

In stock products: Delivery date(s) listed online and on written quotes and/or invoices are good faith estimate(s) based on the actual date we receive confirmation of your order by fax, e-mail, or postal mail; or the date you place your order by phone or online payment processor. Orders cannot ship before payment is cleared by payment processor. No discounts will be given for late delivery beyond our control.

PRE-PRODUCTION, PRODUCTION, AND DELIVERY INFORMATION FOR LARGE QUANTITY CUSTOM ORDERS

Large and custom imprint orders: Every effort will be made to deliver product on the schedule agreed to by both parties. Products are newly manufactured after you place your order. Pre-production includes the time from the date your payment clears our payment processor to the time you approve the pre-production sample imprint(s). Pre-production sample imprints can only be ordered after payment is made. Actual production schedules are set by the manufacturer after written approval of imprint(s) and total product quantities confirmed. Delayed payment and/or delay of imprint approval may affect the manufacturer's scheduled production and delivery times.

Manufacturing time depends on the type of item and point of manufacture, time of year, and other factors. Steptrek / Reps Design is not responsible for unforeseen circumstances beyond our control, including, but not limited to manufacturing or scheduling delays; delays in Customs; Holiday delays; delays with the shipper, trucker or other delivery method; or acts of nature. No discounts will be given for late delivery beyond our control.

QUOTES

All written quotes are valid for 30 days unless otherwise specified.

AUTHORIZATION TO REPRODUCE LOGOS

Purchaser is responsible and liable for all necessary permission and authorization for reproduction of trademarked or copyright logos or other intellectual property prior to manufacturing. Licensing fees or other expenses associated with usage of the logo or other intellectual property are the sole responsibility of the purchaser. Steptrek / Reps Design may use photos or other depictions of completed product(s) as examples for advertising purposes. If you do not wish to have your completed product depicted in this way, please let us know.

PRODUCT WARRANTIES

All products are tested at time of manufacture. Because products are purchased in large quantities for best pricing, Steptrek may not always re-test each pedometer or accelerometer prior to delivery. A small percentage of any order may inadvertently include accidentally discharged batteries, non-working displays, or other manufacturing defects which are known only after the product is put into use. Manufacturing defects are covered by Steptrek Replacement Coverage.

STREPTREK REPLACEMENT COVERAGE

Your order includes "Steptrek Replacement Coverage" which is your warranty. Steptrek will replace any part of your order which is found to be defective due to manufacturing defects.

Keeping the product in proper working condition is the sole responsibility of the user. Breakage or damage of any kind caused by the end user is not covered by Steptrek Replacement Coverage.

ACCELEROMETERS:

Free replacement coverage consists of exchange for the same item of any

product that is defective or may become defective within 30 days of receiving your order. If the exact same item is not available, Steptrek may substitute an item of similar style and value. Contact us at 1-866-533-8735 before returning any merchandise. See RETURNS & EXCHANGES below.

PEDOMETERS AND ACCESSORIES:

Free replacement coverage consists of extra pedometers. If your order includes an imprint, your extra pedometers will also include the imprint. The extra pedometers are intended as replacements for any part of your order which are defective or may become defective within 30 days of receiving your order. If any amount above the extra pedometers you receive are defective, Steptrek / Reps Design will, at its discretion, repair or replace the merchandise. Contact us at 1-866-533-8735 before returning any merchandise. See RETURNS & EXCHANGES below.

FIT KITS:

Free replacement coverage consists of exchange for the same item of any product that is defective or may become defective within 30 days of receiving your order. If the exact same item is not available, Steptrek may substitute an item of similar style and value. Contact us at 1-866-533-8735 before returning any merchandise. See RETURNS & EXCHANGES below.

RETURNS & EXCHANGES

All sales are final. Orders are non-returnable and non-refundable. Defective merchandise must be returned to Steptrek / Reps Design to receive replacement. Returns must be made within 30 days of receiving merchandise. Contact us for authorization before returning merchandise. Replacement merchandise may or may not be customized depending on circumstances and availability. Similar merchandise may be substituted if identical replacement is not available.

Exchanges for a different pedometer model must include all original packaging in original condition. Return shipping and replacement shipping costs are the responsibility of the purchaser. There is a 10% restocking fee on any returned merchandise. Shipping / return shipping fees are not reimbursable.

CUSTOM IMPRINT ORDERS

Custom imprint orders are non-returnable and may not be exchanged for a different model. Ask for a sample of the pedometer model before customization as customized imprint orders are not returnable. Custom imprint orders may take additional time for completion.

LIMITATION OF LIABILITY

Products are all newly manufactured and sold 'as is'. Steptrek / Reps Design makes no warranties, express, implied, or otherwise, regarding product(s), and specifically disclaims any warranty regarding satisfactory of fitness for a particular purpose, nor any use not consistent with the primary advertised use of any product. In no event shall Steptrek / Reps Design be liable for any consequential, incidental, direct or indirect damages, punitive or special damages, however caused and on any theory of liability arising from this warranty and sale. These disclaimers and limitations of liability will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

CLAIMS

Upon receipt of shipment, if anything is missing or damaged, packing materials and cartons must be held until the freight claim is settled. Claims for items damaged in shipment must be settled with the shipping company. Steptrek/Reps Design is not liable for damages caused during shipping. Concealed shortages must be reported within 7 days of delivery. No claims for concealed shortages and/or damages will be allowed unless reported to our office within 7 days of delivery.

No amendment to or modification of these terms and conditions will be binding unless in writing and signed by a representative of Steptrek / Reps Design.

CAUTION: CONTAINS SMALL PARTS. Keep out of the reach of children under the age of 5. Small parts may pose a choking hazard.



KEEP BATTERY OUT OF REACH OF CHILDREN. Swallowing may lead to serious injury or death. (Severe burns can occur within 2 hours). Immediately see doctor. Call the National Button Battery Ingestion Hotline collect at 202-625-3333 for consultation about button batteries. Expert advice is available 24 hours a day, 7 days a week. Dispose of used batteries immediately. Risk of injury due to fire, explosion or leakage. Do not disassemble, charge, crush or expose to fire or high temperatures.