

# BAREMATS TERMS AND CONDITIONS

**Effective Date:** [Insert Date]

## 1. Acceptance of Terms

These Terms and Conditions ("Terms") govern the use of the BareMats website (the "Site") and the purchase of products offered by BareMats ("BareMats," "we," "us," or "our").

By accessing, browsing, or using this Site, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you may not use this Site.

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## 2. Intellectual Property

All content published and made available on this Site, including but not limited to text, graphics, logos, images, product descriptions, documents, downloadable files, software, and website design, is the property of BareMats or its licensors and is protected by applicable intellectual property laws.

No content may be copied, reproduced, distributed, modified, or used without prior written consent from BareMats.

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## 3. Products and Orders

BareMats offers industrial and commercial products through this Site.

All product descriptions, specifications, dimensions, images, and pricing are provided in good faith and are subject to change without notice. While we strive for accuracy, BareMats does not warrant that all product descriptions, specifications, or other content on the Site are complete, current, or error-free.

Submission of an order does not constitute acceptance of the order by BareMats. We reserve the right to reject, modify, limit, or cancel any order at our sole discretion.

If an order is canceled after payment has been received, BareMats will issue a refund of the amount paid.

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## 4. Pricing

All prices are quoted in U.S. Dollars unless otherwise stated.

Prices are subject to change without notice. Quoted prices do not include applicable federal, state, local, sales, use, excise, value-added, or similar taxes unless expressly stated.

The customer is responsible for all applicable taxes associated with the purchase of products.

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## 5. Payment Terms

Payments are not processed directly through the Site.

After a customer submits an inquiry or checkout request, a BareMats representative will contact the customer to confirm product specifications, pricing, availability, shipping arrangements, and payment terms.

Payment may be made by:

- Stripe payment link
- ACH transfer
- Wire transfer
- Company check
- Approved credit terms
- Invoice
- Any other payment method approved by BareMats

If payment is processed through Stripe or another third-party payment processor, BareMats is not responsible for the handling, storage, or security of payment information. Such information is governed by the privacy policies and security practices of the payment processor.

For approved credit accounts, invoices are due according to the payment terms stated on the invoice.

Any past due balance shall accrue interest at the rate of 1.5% per month (18% annually) or the maximum rate permitted by law, whichever is less.

Customer agrees to pay all collection costs, including reasonable attorneys' fees and expenses incurred by BareMats in collecting overdue amounts.

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## 6. Shipping and Delivery

Products may be shipped by:

- Customer-arranged carrier
- Collect freight
- UPS
- FedEx
- LTL freight carrier
- Other approved transportation methods

Unless otherwise specified in writing, all shipments are FOB Shipping Point.

Risk of loss transfers to the customer upon delivery of products to the carrier.

Delivery dates are estimates only and are not guaranteed.

BareMats shall not be liable for any damages, losses, penalties, or claims resulting from delayed shipments.

Customers are responsible for providing accurate shipping information. BareMats shall not be responsible for shipments delivered to incorrect addresses supplied by the customer.

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## **7. Partial Shipments**

BareMats reserves the right to make partial shipments.

Each shipment may be invoiced separately and shall be paid according to the applicable payment terms.

Delay in one shipment shall not relieve the customer of its obligation to accept and pay for remaining shipments.

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## **8. Force Majeure**

BareMats shall not be liable for any delay or failure to perform caused by circumstances beyond its reasonable control, including but not limited to:

- Natural disasters
- Fire
- Flood
- Severe weather
- Pandemic or epidemic
- Labor disputes
- Transportation interruptions
- Material shortages
- Government actions
- War
- Terrorism
- Supply chain disruptions

In the event of such delays, delivery schedules shall be extended by the duration of the delay.

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## **9. Returns and Order Cancellations**

No order may be canceled, modified, or returned without prior written approval from BareMats.

Returns require a Return Merchandise Authorization (RMA) issued by BareMats.

Approved returns may be subject to inspection and a restocking fee.

Custom-built, modified, special-order, made-to-order, or non-standard products are non-cancelable and non-returnable.

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## **10. Product Use and Compliance**

Customer is solely responsible for determining whether a product is suitable for its intended application.

Unless expressly agreed in writing by BareMats, products shall not be used in:

- Nuclear facilities
- Aerospace applications
- Military systems
- Life-support systems
- Safety-critical applications
- Hazardous environments where failure could result in personal injury, death, or substantial property damage

Customer assumes all risks associated with such uses.

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## **11. Export Compliance**

Customer agrees to comply with all applicable U.S. export control laws, regulations, sanctions programs, and customs requirements.

Customer shall be solely responsible for obtaining any required export licenses or approvals.

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## **12. Limited Warranty**

BareMats warrants that products supplied by BareMats will materially conform to the specifications provided by BareMats at the time of sale.

Except as expressly stated herein, all products are provided "AS IS."

BAREMATS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING:

- MERCHANTABILITY
- FITNESS FOR A PARTICULAR PURPOSE
- NON-INFRINGEMENT

- COURSE OF DEALING
- COURSE OF PERFORMANCE
- TRADE USAGE

Any manufacturer warranty shall remain solely the responsibility of the manufacturer.

BareMats may assist customers with manufacturer warranty claims but assumes no responsibility for manufacturer warranty performance.

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### **13. Limitation of Liability**

To the maximum extent permitted by law, BareMats shall not be liable for:

- Indirect damages
- Incidental damages
- Special damages
- Consequential damages
- Lost profits
- Lost revenue
- Business interruption
- Loss of data
- Loss of production
- Loss of goodwill

Regardless of the theory of liability.

BareMats' total liability arising from any claim shall not exceed the amount paid by the customer for the product giving rise to the claim.

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### **14. Indemnification**

Customer agrees to defend, indemnify, and hold harmless BareMats and its owners, officers, directors, employees, affiliates, agents, successors, and assigns from and against all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising from:

- Customer's use of products
  - Customer's violation of these Terms
  - Customer's negligence or misconduct
  - Customer's violation of applicable laws
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## **15. Consumer Protection Rights**

Nothing in these Terms shall limit any rights or remedies that cannot be excluded under applicable consumer protection laws.

Where applicable law conflicts with these Terms, applicable law shall control.

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## **16. Governing Law and Venue**

These Terms shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to conflict of law principles.

Any legal action arising from these Terms shall be brought exclusively in the state or federal courts located in South Carolina.

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## **17. Severability**

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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## **18. Changes to Terms**

BareMats reserves the right to modify these Terms at any time.

Changes will become effective upon posting to the Site.

Continued use of the Site following any changes constitutes acceptance of the revised Terms.

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## **19. Contact Information**

BareMats

Phone: [Insert Phone Number]

Email: [Insert Email Address]

Address: [Insert Company Address]

For questions regarding these Terms, please contact us using the information above.