



TERMS AND CONDITIONS

These terms and conditions apply to the viewing, purchasing, and sale of products through www.sigmabe.com (site), a platform of Sigma Business Essentials (“SBE”). By viewing this site, placing an order, or completing a purchase, you agree to be bound by and accept these terms and conditions.

OWNERSHIP OF MATERIALS, TRADEMARKS, AND COPYRIGHT

The information contained in this site including all images, designs, photographs, text, and other materials (contents) are copyrights, trademarks, other intellectual property owned or licensed by SBE or its affiliates, or are the property of their respective owners. The contents of this site may not be copied, republished, downloaded, transmitted, mirrored, or reproduced without the prior direct written consent of SBE or the applicable copyright owner.

SHIPPING

All shipments may ship via UPS or common carrier as determined by order composition. Products over 60 pounds, bulky products, and/or certain product types (i.e. hazardous chemicals) are generally shipped via common carrier. Barring unforeseen circumstances, orders received before 3:00pm local time will ship same day. Due to the level of service SBE strives to provide, order cancellation requests must occur in a timely manner after the order was placed. All shipping costs are the responsibility of the customer. SBE shipping charges are assessed at time of checkout. Any customer order below a threshold of \$130 is subject to a minimum freight charge of \$16.80. Inspect all shipments upon receipt and report any shortages or damages to the delivering carrier immediately.

BACKORDERS

Due to fluctuations in stock levels, certain items may periodically be placed on backorder. If this occurs, SBE will notify the customer via the provided email address and will attempt to fill the backordered items for a span of thirty (30) days. In the event that the backorder cannot be filled within the thirty (30) day time period, SBE will automatically cancel the backorder. The customer also retains the right to cancel their order at any point. Order cancellations can be initiated by emailing your customer service representative.

PRICES

All prices are in U.S. Dollars. Prices do not include shipping; duties; handling charges; federal, state, and local taxes. Prices are not guaranteed and are subject to change without notice. SBE retains the right to make adjustments to pricing and products without prior notice for reasons including market conditions, discontinued products, manufacturer price changes, errors in advertisement, stock availability, and changes in transportation costs.

PRIVACY

SBE may periodically collect information from visitors to the site. SBE holds the personal information of visitors and maintains procedures to ensure protection of the aforementioned information. The use of personal information is governed by the [SBE Privacy Policy](#).

WARRANTIES

Customers and Users of this site acknowledge that SBE is not the manufacturer of any of the products purchased hereunder. Any warranty with respect to the products must come from the manufacturer. SBE will pass along to customers any applicable warranties of the manufacturer to the extent permissible. Notwithstanding anything to the contrary, SBE’s liability is limited to the replacement value of the products purchased from this site.

DISCLAIMER AND LIMITATION OF LIABILITY

All information provided by SBE and on SBE’s website is subject to change without notice. SBE shall in no event be liable to the original purchaser, its customers, or to any other person or organization who may use or incorporate products purchased from SBE for loss of use, lost profits, inconvenience, property damage, personal injury, or death arising out of a claim based on warranty, warranty based on implied fitness for a particular purpose, design defect, failure to warn, deceptive trade practices or any other consumer protection statute or law, contract, delay, negligence, gross negligence, strict tort liability, or any other legal theory. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL SBE BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES. The entire liability of SBE for any claim of loss, damage, or expense from any cause whatsoever shall in no event exceed, at SBE’s option, the repair, replacement cost, or purchase price paid for the product purchased from SBE which directly gives rise to the claim. No action or proceeding against SBE may be commenced more than twelve (12) months after the product from SBE is initially shipped to the original purchaser.

FORCE MAJEURE

SBE will not be held liable for any delay in or impairment of its performance resulting in whole or in part from factors beyond SBE’s control in the conduct of its business, including but not limited to, shortages, inability to procure products or supplies through SBE’s regular sources, strikes, slowdowns, or other labor disputes or disruptions. SBE’s time for performance of any such obligation shall be extended for the time period of such delay. SBE may, at its discretion, cancel any order or remaining part thereof without liability by giving notice of such cancellation to the customer.

GOVERNING LAW

SBE Terms and Conditions are governed by and construed in accordance with the laws of the State of Arkansas, without regard to or application of conflicts or law rules and principles. You consent and waive any objections to personal jurisdiction in the State and Federal Courts of Arkansas. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms and Conditions to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect its intent and the remainder of the Terms and Conditions will continue in full force and effect.

AGREEMENT

These terms and conditions supersede any prior agreements and understandings between you, the customer, and SBE pertaining to the subject matter herein unless otherwise agreed to by SBE in writing. To the extent that anything in or associated with the site is in conflict or is inconsistent with these terms and conditions, these terms and conditions shall take precedence.

TERMINATION

The customer may, at any point, terminate use of their account on the site by closing their account or ceasing use of the web service.

SBE may terminate the account of any customer deemed to be: (a) in violation of these terms and conditions; (b) engaging in actions deemed malicious or contrary to the business objectives of SBE, its suppliers, or other users of the site; or (c) fraudulent in nature. SBE also reserves the right to terminate any account at SBE’s sole discretion.

In the event of termination by either of the aforementioned parties, the customer will be held responsible for the payment of any and all outstanding fees, charges, and other applicable payables to SBE. The customer will not be entitled to any refund of fees previously paid to SBE upon termination of service.

REVISIONS

SBE reserves the right to update or modify these terms and conditions at any time and without prior notice, by posting the revised version of these terms and conditions under the “Terms and Conditions” link in the bottom of the footer on the site. Orders issued by you to SBE after the posting of revised terms and conditions are subject to the revised terms and constitute your agreement to be bound by those terms.

QUESTIONS

Any questions regarding these terms and conditions along with SBE’s policies can be directed to info@sigmabe.com.