

Terms & Conditions of Use for PinnacleSafetyProducts.com

Last updated: March 9, 2024

Welcome to Pinnacle Safety Products, LLC.

By using PinnacleSafetyProducts.com, you agree to these conditions. The following definitions are used within this document. The word "Seller", "we", "our" or "us" refers to Pinnacle Safety Products, LLC. Where "Buyer", "user", "your", or "installer" is noted in this document, this refers to you as the Buyer and consumer.

CUSTOMER SERVICE

To place an online order, please visit our website at www.PinnacleSafetyProducts.com and click on the "Order" button under our Company LOGO on the Home Page. For general product information, bulk pricing information, quotes, or returns, visit our website and click on the "Drop Us a Line!" button below our image gallery or contact customer service at 940-536-9628. Online orders will be immediately processed by Pinnacle Safety Products, LLC.

PRODUCT QUOTATIONS

We frequently quote bulk quantities not shown on our website.

ACCEPTANCE OF ORDERS

Acceptance of orders, contrary terms, and acceptance of Buyer's order are conditioned upon Buyer's assent to the following terms and conditions. Any inconsistent provisions of any purchase order or other writing shall not constitute a part of the contract of sale. If any of these items are not acceptable to Buyer, Pinnacle Safety Products, LLC must be notified immediately.

PRODUCT SPECIFICATIONS

Product colors, material choices, and other specifications are subject to change without notice and may vary. Colors are reproduced as accurately as possible. Buyer agrees that Seller does not guarantee colors as they appear on Buyer's computer or monitor screen. Items may be discontinued at any time without notice.

PRODUCT DESCRIPTIONS

Pinnacle Safety Products, LLC attempts to be as accurate as possible. However, Pinnacle Safety Products, LLC does not warrant that product descriptions or other content of PinnacleSafetyProducts.com is accurate, complete, reliable, current, or error-free. Pinnacle Safety Products, LLC reserves the right to make revisions, changes, and/or updates to its products at any time, as deemed necessary by Pinnacle Safety Products, LLC. If a product offered by Pinnacle Safety Products, LLC itself is not as described, your sole remedy is to return it in an unused condition.

PRODUCT PRICING

Prices on this website, and within any other media produced by Pinnacle Safety Products, LLC, reflects list price cost in U.S. currency and are current at the time of publication. Prices do not include any freight or taxes. Bulk orders quoted by Pinnacle Safety Products, LLC may be eligible for reduced freight or

freight free shipping. We reserve the right to change prices without notice. Despite our best efforts, a small number of the items may be mispriced, or not available. If the correct price of an item sold by Pinnacle Safety Products, LLC is higher than our stated price, at our discretion, we will either contact you for instructions before shipping or cancel your order and notify you of such cancellation. Taxes will be collected where applicable by law.

SHIPPING POLICY

Our Shipping Policy was last updated on 3/09/2024

- **REGULAR SHIPPING**

Unless otherwise noted by Buyer, goods will be shipped via carriers of our choice, typically USPS, or UPS. Contact us for specific shipping terms. Pinnacle Safety Products, LLC ships to addresses within the U.S., U.S. Territories, and APO/FPO/DPO addresses only.

Shipping charges for your orders will be calculated and displayed at checkout. You will receive a shipment confirmation email with a tracking number once your order has shipped. The tracking number will be active within 24 hours.

Shipping terms and costs may vary for addresses outside the continental United States. We are not responsible for costs incurred for incorrect address charges.

All Orders are processed within 2-3 business days. Orders are not shipped on weekends or holidays.

If we are experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery. If there will be a significant delay in shipment, we will contact You via email or telephone.

Pinnacle Safety Products, LLC is not liable for any products damaged or lost during shipping. If You received your order damaged, please contact the shipment carrier to file a claim.

Please save all packaging materials and damaged goods before filing a claim.

If you have any questions about this Shipping Policy, you can contact us:

- By visiting our website: www.PinnacleSafetyProducts.com
- By sending us an email: cvance@pinnaclesafetyproducts.com

- **TRUCK SHIPMENTS**

Large quantity orders may be more cost effective to ship via LTL carrier; in these instances, you will be notified prior to shipment.

- **DAMAGED SHIPMENTS**

Buyer should inspect all items upon receipt. If damage occurs in transit, Buyer should note the extent of the damages on the packing slip and contact us immediately. Our responsibility for loss or damaged items ceases when the carrier accepts the products for shipment.

RETURN AND REFUND POLICY

You agree that Pinnacle Safety Products, LLC guarantees the products it sells are free from manufacturing defects and as such will be good for 30 days after purchase of the product. If the product fails or breaks due to a manufacturing defect during that time, you agree to return the product to Pinnacle Safety Products, LLC for replacement or refund.

Pinnacle Safety Products, LLC does not guarantee or warrant that its products will work for any intended purpose or in any set of conditions. You agree that the determination of whether a product's failure or breakage is due to a manufacturing defect is within the sole discretion of Pinnacle Safety Products, LLC. You further agree to provide full and complete information regarding the circumstances of the failure or breakage, including but not limited to the use of the product, the conditions the product was in, and any other information necessary to allow Pinnacle Safety Products, LLC and/or its agents to determine the cause of failure or breakage.

- RETURN PROCEDURES

If you need to return any stock product, please contact customer service. A restocking fee and shipping charges may apply.

ELECTRONIC COMMUNICATIONS

When you use PinnacleSafetyProducts.com, or send e-mails to us, you are communicating with us electronically. You consent to receive return communications from us electronically. We will communicate with you by e-mail, phone or by posting notices on PinnacleSafetyProducts.com. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

BULK EMAILS

PinnacleSafetyProducts.com sends several bulk emails per month. You can unsubscribe directly at the bottom of one of these emails. You may also contact www.PinnacleSafetyProducts.com with your request.

USE OF PINNACLESAFETYPRODUCTS.COM IS SUBJECT TO THESE TERMS OF USE

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- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

PINNACLE SAFETY PRODUCTS, LLC AND OTHER TRADEMARKS

Pinnacle Safety Products, LLC trademarks may not be used in connection with any product or service that is not Pinnacle Safety Products, LLC, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Pinnacle Safety Products, LLC. All other trademarks not owned by Pinnacle Safety Products, LLC that appear on any PinnacleSafetyProducts.com pages are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Pinnacle Safety Products, LLC.

YOUR PINNACLESAFETYPRODUCTS.COM USER ACCOUNT

You are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Pinnacle Safety Products, LLC reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion.

POSTED REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Customer are welcome to post user-reviews, comments, and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead other PinnacleSafetyProducts.com users. Pinnacle Safety Products, LLC reserves the right (but not the obligation) to remove or edit such content.

If you do post content or submit material, and unless we indicate otherwise, you grant Pinnacle Safety products, LLC a nonexclusive, royalty-free, perpetual, irrevocable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Pinnacle Safety Products, LLC the right to use the name that you submit in connection with such content. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Pinnacle Safety Products, LLC for all claims resulting from content you supply. Pinnacle Safety Products, LLC takes no responsibility and assumes no liability for any content posted by you or any third party.

APPLICABLE LAW

This Agreement is governed by, and construed in accordance with, the Laws of the State of Texas, United States of America, without regard to the conflict of law provisions thereof. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to sales on PinnacleSafetyProducts.com.

You irrevocably and unconditionally agree that you shall not commence any action, litigation or proceeding of any kind whatsoever against Pinnacle Safety Products, LLC in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached hereto and thereto, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than a state or federal courts located in Denton County, Texas. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

HOW TO CONTACT PINNACLE SAFETY PRODUCTS, LLC IN THE UNITED STATES

Pinnacle Safety Products, LLC

1008 N. 5th Street, # 1520

Sanger, TX 76266, United States WEB: www.pinnaclesafetyproducts.com

MAIN PHONE: 940-536-9628