

TERMS OF SALE

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FURTHER, YOU AGREE TO THE USE OF ELECTRONIC DOCUMENTS FOR ALL TRANSACTIONS AND COMMUNICATIONS RELATED TO THIS IPS CART

Any references to "User", "You", "Your", or "Authorized User" refer to You or Your institution or business and all its related affiliates, agents, or employees who use this IPS CART.

TERMS AND CONDITIONS

1. **PURCHASE TERMS.** All products will be shipped to the shipping address You provide, within the service time-frame specified below after being accepted by Us. We cannot make any changes to your order or cancel your order after you have submitted it.

We accept payments by credit card (AMEX, Mastercard, Visa). All list prices are exclusive of sales tax, which is applied to orders at checkout. You hereby give permission to IPS to charge the credit card provided. The total order price, including shipping and handling fees as well as taxes as applicable to your order will be charged to the credit card you provide us at the time of order shipment. You are responsible for any import fees, duties, taxes, or other charges for orders placed or shipped outside of the United States.

Standard shipping

Standard shipping is calculated based on the shipping method You select at checkout unless otherwise specified in the IPS Cart. Available items typically ship within 1-3 business days. You will receive tracking information by email when your order has been shipped if available. **Where using non-trackable shipping methods (such as Mail Innovations), claims for lost shipments or damages in transit are not accepted.** For orders shipped to United States destinations, delivery time is 2-3 business days for orders shipped to the east coast and 4-5 days for all other locations except AK, HI and VI (up to 8 days). Please note that these delivery times are estimates provided by our delivery partners and cannot be guaranteed. We reserve the right to change shipping methods. To find out more about specific delivery times for your ZIP code or customer care support, please contact our Customer Care Team at ordersupport@ingramcontent.com or call at 1-844-841-0258

Please note that P.O. Box, Army Post Office (APO) and Fleet Post Office (FPO) addresses are not accepted.

We are not responsible for any late delivery of the products or any consequential loss or damage caused as a result. You agree the shipping terms for all products are FOB shipping point and ownership transfers to the customer upon shipment. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Returns Policy

If You choose to return an item, You are eligible for a full refund of the purchase price and applied taxes. You are responsible for the cost of shipping the item back to Us. Conditions: Products must be in sellable, like new condition and include all original materials.

If the products You receive are not as ordered, or if your shipment arrives damaged, You can request a refund of the purchase price, applied taxes, original shipping costs, or a replacement copy. You will provide photos and additional information We request in order to review and approve your claim. You are responsible for the cost of shipping the item back to Us. All products will be inspected prior to accepting any return.

Prompt Notice of Shipping Errors, Damages, Defective Products. FOR ELIGIBILITY CONSIDERATION UNDER OUR RETURNS POLICY, WE MUST BE NOTIFIED OF ANY ALLEGED SHIPPING ERRORS AND/OR DAMAGED/ DEFECTIVE PRODUCTS WITH RESPECT TO PRODUCT DELIVERED HEREUNDER WITHIN THIRTY (30) BUSINESS DAYS AFTER YOUR RECEIPT OF PRODUCT, REGARDLESS OF THE ALLEGED PROBLEM OR CAUSE FOR RETURN.

Receiving Your Refund: Once your returned product is received, inspected and approved, any refund amount will be processed to the credit card used in the original purchase. It often takes credit card issuers 4-6 weeks to post the money to your account.

Returns must include the original packing slip and shipped to:

201 Ingram Dr.
ATTN: Returns
Roseburg, OR 97471

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2. **USER OBLIGATIONS.** You represent that You are at least the legal age of majority and will, at all times, provide true, accurate and complete information when submitting any information to the IPS Cart, including when You provide information during registration or on other forms. In addition, You agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the IPS Cart or not use this site if any applicable laws forbid its use. In addition, You also acknowledge and agree that use of the internet and access to or transmissions or communications with the IPS Cart is solely at Your own risk. While IPS has endeavored to create a secure and reliable IPS Cart, you understand that the confidentiality of any communication or material transmitted to or from the IPS Cart over the Internet or other form of global communication network cannot be guaranteed. IPS is not responsible for the security of any information transmitted to or from the IPS Cart. You agree to assume all responsibility concerning activities related to Your use of the IPS Cart.
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8. **INDEMNITY.** You agree to defend, indemnify, and hold harmless IPS and its affiliates, employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from any breach by You of this TOU. You acknowledge that any breach, threatened or actual, of this TOU may cause irreparable injury to IPS, such injury would not be quantifiable in monetary damages, and IPS would not have an adequate remedy at law. You therefore agree that IPS shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of Your obligations under any provision of this TOU.
9. **GOVERNING LAW.** This TOU has been made in and will be construed and enforced solely in accordance with the laws of the United States of America and the State of Tennessee, U.S.A. as applied to agreements entered into and completely performed in the State of Tennessee. You and IPS each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue of the courts in Middle Tennessee in the State of Tennessee for any disputes between us under or arising out of this TOU. You also agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this TOU and acknowledge that either party may seek attorney's fees in any proceeding. Any claim You might have against IPS must be brought within ONE (1) year after the cause of action arises, or such claim or cause of action is barred. You access the IPS Cart on your own volition and are responsible for compliance with all applicable local laws with respect to Your access and use of the IPS Cart.
10. **WAIVER, NO JOINT VENTURE, SEVERABILITY.** Failure by IPS to insist on strict performance of any of the terms and conditions of this TOU will not operate as a waiver by IPS of that or any subsequent default or failure of performance. If any provision (or part thereof) contained in this TOU is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language. No joint venture, partnership, employment, or agency relationship exists between You and IPS as result of this TOU or Your utilization of the IPS

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Claims of Copyright Infringement Process and Requirements

Submit your complaint using this [Claim of Copyright Infringement.pdf](#) form or with the below required information to copyrightagent@ingramcontent.com and we will respond based on your allegation.

In order to evaluate your allegation, the following information is required:

- A physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for notice of claims of copyright infringement on its site can be reached as follows:

copyrightagent@ingramcontent.com

Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed.

For all other website questions, contact ordersupport@ingramcontent.com with questions about content or functionality with this IPS Cart.