

ReFridge Ecommerce Terms and Conditions

These Terms and Conditions ("Terms") govern your use ReFridge's walkincoolerparts.com website and services. ReFridge is a Trademark of Craig Industries, Inc. By accessing or using our website, you agree to be bound by these Terms. If you do not agree with any part of the Terms, you must not use our website.

DEFINITIONS: "We," "us," "our" refers to Craig Industries, Inc. d/b/a ReFridge (hereinafter "ReFridge") and walkincoolerparts.com. You, "your" refers to the user or customer accessing our website

USE OF OUR WEBSITE: You must be at least 18 years old to use our website. By using our website, you represent and warrant that you meet this age requirement. To make a purchase, you may need to create an account. You agree to provide accurate and complete information and to update it as necessary. You are responsible for maintaining the confidentiality of your account information and password. You agree to notify us immediately of any unauthorized use of your account.

PRODUCTS AND SERVICES: We strive to provide accurate descriptions of our products. However, we do not warrant that the descriptions are accurate, complete, reliable, current, or error-free. Prices for our products are subject to change without notice. We reserve the right to modify or discontinue any product at any time. We reserve the right to refuse or cancel any order for any reason, including but not limited to product availability, errors in the description or price, or suspected fraud.

PAYMENT AND BILLING: We accept various payment methods. You agree to provide valid payment information and authorize us to charge your chosen payment method for your purchases. You agree to provide current, complete, and accurate billing information for all purchases made through our website. You must pay for all orders shall be paid for with an approved credit card at the time of order. We currently accept Visa, MasterCard, American Express and Discover credit cards. You accept all risks associated with using a credit card to purchase the Product, including the risk that Purchaser's credit card number or other information could be intercepted in transit. The credit card will be charged at the time the order is placed and additional offline processing fees may apply.

TAXES: We will collect and remit Sales Tax to the proper authorities where we are legally required to collect and pay such tax. Sales tax is calculated and added to the total sales price where appropriate. All taxes which ReFridge may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the Products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Purchaser, who shall promptly pay the amount thereof ReFridge upon demand. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this Contract.

SHIPPING AND DELIVERY: We will ship products to the address provided at the time of purchase. Shipping and delivery times may vary based on your location and product availability. The risk of loss and title for purchased items pass to you upon our delivery to the carrier.

RETURNS AND REFUNDS: Returned products must be of current manufacture, unused, in resalable condition and securely packed to reach us. Any cost incurred by us to put product in original condition will be charged to you. Returns must be initiated within 30 days of the package delivery date. No returns will be accepted after this 30-day period. Returns without replacement orders will be subject to a 25% restocking charge and you will be responsible for any and all freight, packaging and insurance costs in the return of the product. All returns must be issued a return merchandise

authorization (RMA) number from us before any return will be accepted. Once an RMA number has been issued, you must return merchandise within thirty (30) days in order to receive credit. If merchandise is received within thirty (30) days and is in resalable condition, a credit will be issued within thirty (30) days of receipt. Due to the custom nature of non-stock "special order" or "custom cut" items, no returns will be accepted for such merchandise. Please consult ReFridge at walkincoolerparts.com if you have any questions regarding non-stock merchandise prior to ordering. No exceptions will be made. Refunds will be issued to the original payment method used for the purchase. Processing times may vary.

CANCELLATION: Any cancellation of a Product order, once confirmed and paid for by Purchaser, but prior to shipment, must be approved us and may be subject to restocking charges. Once the Product(s) is shipped, Purchaser can no longer cancel the order.

INTELLECTUAL PROPERTY: All content on our website, including text, graphics, logos, and images, is the property of ReFridge or its licensors and is protected by intellectual property laws. You may not use, reproduce, or distribute any content without our prior written permission.

LIMITATION OF LIABILITY: To the fullest extent permitted by law, ReFridge shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your use of or inability to use our website; (b) any unauthorized access to or use of our servers and/or any personal information stored therein; (c) any interruption or cessation of transmission to or from our website; (d) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our website by any third party; or (e) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through our website.

We shall not be responsible for any losses or damages sustained by you or any other person as a result of improper installation or misapplication of the Product(s). You shall defend, indemnify and hold harmless us, our agents, officers and employees against any loss, damage, claim, suit, liability, judgment or expense (including, without limitation, attorney's fees) arising out of or in connection with any injury, disease or death of persons or damage or loss of any property or the environment, or violation of any applicable laws or regulations resulting from or in connection with the sale, transportation, installation, use, or repair of the Product(s) by you. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of this Agreement.

JURISDICTION AND GOVERNING LAW: This agreement shall be an Illinois contract and shall be interpreted and administered for all purposes under the laws of Illinois. Parties agree that any lawsuit arising from any transaction between the parties hereto will be under the jurisdiction of the Circuit Court of the Eight Judicial Circuit of Illinois, Adams County.

CHANGES TO TERMS: We reserve the right to modify or update these Terms at any time. Any changes will be effective immediately upon posting on our website. Your continued use of our website following the posting of revised Terms constitutes your acceptance of the changes.

SEVERABILITY: If any provision of this Contract shall be deemed illegal or unenforceable, such illegal or unenforceable term or provision shall not affect the validity and enforceability of any other provisions hereof, which together shall be construed as if such illegal or unenforceable term or provision had not been included herein.

CONTACT INFORMATION: If you have any questions about these Terms, please contact us at 217-641-1492 or legal@craigindustries.com.

Terms Last Updated: July 25, 2024