TERMS & CONDITIONS OF USE AND PURCHASES
PG1 OF 7 ShipWreckSalvage.net LLC

1. General Agreement & Acknowledgement

- **Scope of Agreement:** All Terms and Conditions are in accordance with the policies stated herein, including Shipping and Return policies, Limitations of Liability, and Exclusions as described by ShipWreckSalvage.net LLC.
- **Acceptance:** Your acceptance and agreement to all Terms & Conditions, Shipping & Return policies, and Limitations of Liability become effective immediately upon placing an order, submitting payment, or signing this agreement.
- **Statement Recognition:** The customer explicitly acknowledges that all credit card and network-branded debit card charges will appear under the statement descriptor: ShipwreckSalvage.net.
- **Page-by-Page Signature Requirement:** By signing pages 1 through 7 of the download agreement, the customer certifies that all purchasing, billing, and shipping information provided is true and accurate.

2. Communications & Privacy (TCPA & FCC Compliance)

- **Order Communications:** We only call and/or text customers for details specifically related to an order placed with us or direct inquiries initiated by the customer.
- **SMS Disclaimer:** By providing your phone number to ShipWreckSalvage.net LLC, you agree that we may send order-related text messages to your wireless number. Message and data rates may apply. Message frequency will vary. You may opt out at any time by replying “STOP”.
- **Privacy Policy:** No mobile information will be shared with third parties or affiliates for marketing or promotional purposes. All the above categories exclude text messaging originator opt-in data and consent; this information will not be shared with any third parties.

3. Order Processing, Fulfillment & Catalog Accuracy

- **Specific Part Numbers:** Customers are responsible for requesting specific part numbers in the "Notes" section during checkout. ShipWreckSalvage.net LLC reserves the right to fulfill orders using manufacturer supersession part numbers pertaining to the original part number or the item as pictured in the listing.
- **Third-Party Fulfillment:** ShipWreckSalvage.net LLC reserves the right to fulfill your order via third-party supplier resources or secondary warehouse facilities if inventory is out of stock at our primary location.
- **Shipping Locations:** ShipWreckSalvage.net LLC ships items from various warehouse locations throughout North America and abroad.
- **Errors & Omissions (Pricing/Catalog):** ShipWreckSalvage.net LLC reserves the right to cancel, decline, or refund any order resulting from typographical errors, inaccurate inventory counts, or pricing miscalculations displayed on our storefront or invoice documents.

X _____ I have read, understood, and agree to the terms on Page 1.

Customer Signature: _____ Date: _____ (Pg 1 of 7)

4. Shipping Methods, Carrier Liability & Delays

- **Customer Shipping Responsibility:** The customer is strictly responsible for all outbound shipping, handling, and freight charges associated with their order, along with any inbound or return shipping expenses, unless explicitly agreed upon in writing or noted as prepaid by ShipWreckSalvage.net LLC prior to shipment.
- **Carrier Delays & Custody:** We are not liable for delivery delays due to causes beyond our reasonable control (weather, carrier backlogs, customs). ShipWreckSalvage.net LLC is responsible for customer shipments only while within our direct custody and control, and assumes no liability for loss or damage once handed over to a carrier or freight forwarder.
- **Address Discrepancies:** Courier fees resulting from incorrect customer-provided account numbers, address errors, missing apartment/suite numbers, or rerouting requests will be billed directly to the customer.
- **Packaging Refusal Due to Visible Damage:** In the event outer packaging exhibits severe visible damage upon carrier delivery attempt, the Customer or designated recipient may refuse delivery ONLY IF the following conditions are met:
    - (a) Photographic Evidence: The recipient must photograph the damaged packaging and carrier shipping label prior to turning the package away; and
    - (b) Immediate Notification: The Customer must notify ShipWreckSalvage.net LLC in writing within forty-eight (48) hours of the refusal attempt and provide all photographic documentation.
    - Refusing delivery without obtaining photographic evidence or failing to notify ShipWreckSalvage.net LLC within 48 hours shall reclassify the shipment as an "Unauthorized Refused Delivery." Unauthorized refused deliveries are subject to a 20% restocking fee, non-refundable original shipping costs, and deduction of all carrier return freight charges incurred by ShipWreckSalvage.net LLC.
- **Small Packet / Non-Trackable Shipping:** Customers selecting non-trackable shipping methods (e.g., Small Packet Air/Surface) agree to USE AT THEIR OWN RISK. Small Packet services do not offer live tracking or postal insurance. By selecting this method, the buyer assumes all risk of transit delays, loss, or damage, and explicitly agrees that no reimbursements or replacements will be issued for lost non-trackable shipments.
- **FedEx / Express Delivery Notice:** 2nd-Day and Overnight delivery timeframes are NOT guaranteed to locations classified by carriers as Extended Outlying Areas. Shipping costs will not be reimbursed for carrier delays to outlying destinations.
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X _____ I have read, understood, and agree to the terms on Page 2.

Customer Signature: _____ Date: _____ (Pg 2 of 7)

5. International Shipments, Customs, Tariffs & Incoterms

- **Customs, Taxes & Duties:** Landing fees, brokerage fees, tariffs, and customs duties are NOT included in our quotes unless explicitly stated. ShipWreckSalvage.net LLC is not responsible for any taxes, tariffs, duties, landing fees, or import taxes applied by your destination country. Buyers are advised to consult their local Customs Department or a Customs Broker prior to ordering.
- **Customs Delays & Import Rejection:** Delays during customs processing are outside the control of ShipWreckSalvage.net LLC and do not constitute grounds for order cancellation or chargebacks. If a customer refuses or fails to pay required import duties, tariffs, or brokerage fees resulting in the shipment being returned or abandoned, the customer forfeits all original shipping charges and is fully responsible for all return transit fees, customs penalties, and storage costs.
- **Incoterms Rules:**
    - DAP (Delivery at Place): Seller covers transit costs to the specified destination; buyer is responsible for paying import duties, clearance fees, and local taxes upon arrival.
    - FCA (Free Carrier): Seller delivers goods to a designated port/terminal where the buyer takes full delivery and risk.
    - DPU (Delivered at Place Unloaded): Seller delivers products to a shipping destination where the buyer takes delivery upon arrival.

6. Shipment Inspections, Overseas Customs & Carrier Claims (Parcel & Freight)

- **Inspection Upon Receipt:** The buyer or receiving agent is required to inspect all freight shipments for visible signs of loss or physical damage prior to accepting and signing carrier release documents. Any damage or discrepancy must be noted directly on the Bill of Lading (BOL). Once release documents are signed clearly, you fully release ShipWreckSalvage.net LLC from all liability for theft, loss, or physical damage. Any damage discovered after unnoted carrier release will be legally assumed to have occurred while in the possession of the buyer or freight forwarder.
- **Strict 48-Hour Freight Damage Window:** Visible or concealed freight transit damage must be reported to ShipWreckSalvage.net LLC within 48 hours of delivery along with photographic proof to preserve carrier insurance claims.
- **Customs Broker Charges:** Broker charges incurred are non-refundable. Customers are obligated to provide all information necessary for the Customs Broker, and these expenses are non-refundable once final payment has been made.

X _____ I have read, understood, and agree to the terms on Page 3.

Customer Signature: _____ Date: _____ (Pg 3 of 7)

- **Freight Cancellation Fees & Transit Penalties:**
    - 48-Hour Notice: Freight orders must be canceled at least 48 hours prior to the scheduled ship date. Customers are responsible for all cancellation charges incurred by the freight carrier.
    - $50.00 Fee: Applied to any order dispatched with a Customs Broker setup.
    - $100.00 Fee: Applied to any freight shipment canceled with less than 48 hours' notice prior to pickup.
    - $35.00 Interception Fee + Freight Charges: Applied if a shipment must be stopped or rerouted after pickup.
    - Unstoppable Transit: If a shipment cannot be intercepted in transit, the customer is fully responsible for all original and return freight charges, including landing fees and duties required to return the goods safely to our facility.

7. Returns, Exchanges & Refunds (General Rules & Integration)

- **Notification Window:** Customers must contact ShipWreckSalvage.net LLC within 14 days (2 weeks) from the date of delivery to report damages or defects and request a Return Merchandise Authorization (RMA) with shipping instructions.
- **Return Shipping Window:** Returning items must be postmarked and shipped within 10 days of receiving the RMA and instructions.
- **Restocking Fees:** All approved orders returned for a refund are subject to a restocking fee of up to 20% of the item purchase price, plus ALL associated shipping costs, without exception.
- **Non-Refundable Expenses:** All original shipping, return shipping, COD fees, brokerage, taxes, tariffs, and duties are strictly non-refundable regardless of the reason for return.
- **Return Freight Liability:** Regardless of the reason for return (exchange or refund), the customer is liable for all associated shipping costs and verified carrier tracking.
- **Order Cancellation & Refusal of Delivery:** Refusal of delivery does not release the customer from their obligation to complete payment or properly return purchased item(s). NO REFUNDS will be issued until the product is safely returned to our facility.
    - If Canceled BEFORE Shipment: Subject to an Administrative Order Cancellation Fee of 5% of the total transaction amount to cover non-recoverable payment processing, inventory reservation, and handling expenses.
    - If Canceled AFTER Shipment: Treated as a standard return subject to a 20% Restocking Fee and non-refundable original/return shipping costs.

X _____ I have read, understood, and agree to the terms on Page 4.

Customer Signature: _____ Date: _____ (Pg 4 of 7)

- **Invalid Chargebacks & Dispute Administration:** Initiating an invalid or fraudulent credit card chargeback does not discharge the underlying debt. Any improper chargeback filed is subject to full collection and legal remedies detailed in Section 10.

- **Website Policy Integration:** Detailed rules regarding electrical/electronic items, dry mechanical shipment requirements, and RMA packaging compliance are further set forth in our online Shipping & Returns Policy on ShipWreckSalvage.net, which is fully incorporated herein by reference.

- **Compliance & Item Condition:** Items must be returned in unused, original condition, with tracking provided immediately upon shipment. Failure to comply with return policies or include the proper RMA form may result in refusal of the shipment at the customer's expense, additional fee deductions up to 50%, or complete nullification of return/refund eligibility.

8. Item-Specific Return Rules, Machinery & Defective Items

- **Mechanical Returns:** All mechanical items returned for a refund will be refunded less original shipping paid, plus a 20% restocking fee, without exception.

- **Non-Refundable Merchandise:** NO REFUNDS on Electrical/Electronic items, Specialized Tools, Software, or Custom Orders. No cash refunds will be issued.

- **Defective Items Reporting (15 Days):** Customers must report defective items (items that fail to operate for their intended purpose) within 15 days of receipt. Upon notification, options include:
    - Approved repair with WRITTEN CONSENT from ShipWreckSalvage.net LLC.
    - Same-item exchange for a replacement.
    - Payment credit applied toward the purchase of a NEW item (where a used item was originally purchased).
    - Issuance of a Merchandise Credit (store credit).

- **Unavailability of Replacement:** If no replacement (new or used) is available, a Merchandise Credit will be issued for the full purchase amount, valid for two (2) years from the date of issue.

- **Critical Modification & Teardown Warning:** ANY DISASSEMBLY, MODIFICATION, ALTERATION, TEARDOWN, OR ATTEMPTED REPAIR OF MECHANICAL OR MACHINERY COMPONENTS WITHOUT EXPLICIT WRITTEN PERMISSION FROM SHIPWRECKSALVAGE.NET LLC VOIDS ALL WARRANTY, EXCHANGE, OR REFUND ELIGIBILITY IMMEDIATELY. Items returned disassembled or altered will be refused or returned to the customer at the customer's expense.

- **Used / Salvage Condition & Core Policies:** Used or salvaged marine components are sold based on functional operation; cosmetic wear, minor surface corrosion, or age-related patina standard for marine environments do not constitute defects. Core deposits (where applicable) require core returns within 30 days in rebuildable condition to qualify for core credit.

X _____ I have read, understood, and agree to the terms on Page 5.

Customer Signature: _____ Date: _____ (Pg 5 of 7)

9. Installation Requirements, Damaged Shipments & Consequential Liability

- **Certified Installation Requirement:** All mechanical components, machinery, engines, lower units, and electrical assemblies must be installed by a certified marine technician or licensed mechanic following OEM specifications. Installation errors or DIY damage nullify warranty eligibility.
- **Disclaimer of Indirect / Consequential Damages:** ShipWreckSalvage.net LLC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES RESULTING FROM PRODUCT DEFECT OR BREACH OF CONTRACT. EXCLUDED EXPENSES INCLUDE, BUT ARE NOT LIMITED TO: SHOP LABOR COSTS, VESSEL TOWING/HAUL-OUT FEES, STORAGE CHARGES, COMMERCIAL DOWNTIME, RENTAL FEES, LOSS OF USE, OR PERSONAL INJURY.
- **Damaged Shipments Protocol:** All claims for items damaged in transit or lost by shipping carriers (including USPS, UPS, FedEx, DHL, and freight line haulers) are governed strictly by the investigating carrier's claim rules, inspection procedures, and liability caps.
    - (a) Packaging Retention: For delivered items with concealed or visible damage, the Customer MUST retain all original inner/outer packing materials, cartons, and carrier shipping labels. Discarding packaging materials before carrier inspection completes waives all damage claim and refund eligibility.
    - (b) Claim Resolution Timeline: Refunds, replacements, or store credits for transit damage or loss will NOT be issued until the carrier completes its formal claim investigation and remits claim determination or insurance settlement to ShipWreckSalvage.net LLC.
    - (c) Binding Carrier Outcomes: In the event a carrier denies a damage or loss claim due to customer failure to cooperate, improper packaging retention, or untimeliness, ShipWreckSalvage.net LLC assumes no liability, and no refund, exchange, or replacement will be provided.

10. Invalid Chargebacks, Civil Liability & Debt Recovery

- **Direct Customer Resolution:** We value our customers and will earnestly endeavor to resolve any billing issues, outstanding balances, or order concerns directly with you one-on-one before pursuing formal recovery measures.

X _____ I have read, understood, and agree to the terms on Page 6.

Customer Signature: _____ Date: _____ (Pg 6 of 7)

- **Invalid Chargeback Liability:** Initiating a credit card chargeback, payment reversal, payment cancellation, or delivery refusal after receiving ordered goods/services does not discharge, extinguish, or alter the customer's underlying contractual obligation to pay for purchased goods. In the event of an invalid, improper, or fraudulent chargeback:
    - The customer remains fully liable for the underlying purchase balance.
    - The customer agrees to pay an immediate $50.00 Administrative Dispute Fee for dispute processing.
    - The customer agrees to fully indemnify and reimburse Gladys Dupuy d/b/a ShipwreckSalvage.net for all associated administrative chargeback fees, third-party processing costs, collection agency commissions, court costs, and reasonable attorney's fees incurred in recovering the debt.
- **Legal Remedies & Debt Collection:** In the event of an unpaid balance, invalid chargeback, or breach of agreement, ShipWreckSalvage.net LLC reserves all civil remedies, including:
    - Direct Civil Litigation: Pursuing Small Claims Court or general civil court action to secure a formal judgment in any court of competent jurisdiction where the customer resides or maintains assets.
    - Debt Collection Assignment: Selling or assigning delinquent accounts to collection agencies, reporting defaults to major credit bureaus (Equifax, Experian, TransUnion), and enforcing asset liens.
- **Full Expense Reimbursement:** The customer agrees to reimburse Gladys Dupuy d/b/a ShipwreckSalvage.net for all associated legal fees, filing costs, process server fees, agency commissions, collection costs, and statutory interest accrued on delinquent balances.
- **Governing Law & Arbitration:** Formal disputes subject to arbitration shall be governed by Missouri law, with arbitration cost reimbursements capped at up to $600.00 in accordance with company policy.

11. Indemnification

- **General Indemnity:** You agree to indemnify, defend, and hold harmless ShipWreckSalvage.net LLC, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages, and costs (including reasonable attorneys' fees and court costs) resulting from any violation of these terms, improper installation, or improper activity related to your account/order.

X _____ **ACKNOWLEDGEMENT & WEBSITE TERMS:** Furthermore, I confirm that I have read, understood, and agreed to the complete Terms & Conditions provided during the checkout process on the website of ShipWreckSalvage.net.

FOR THIS AUTHORIZATION, PLEASE PROVIDE A VALID PHOTO ID (e.g., Driver’s License or Passport).

Customer Signature: _____ Date: _____

Printed Name: _____ (Pg 7 of 7)