



**Consumer Agreement Terms & Conditions  
Effective 01/01/2010.**

**Pricing**

Volatility in the raw material markets sometimes results in unexpected price increases in the products we supply. We pay close attention and adjust prices as necessary; however, we do need to reserve the right to adjust prices at any time as needed to maintain a market price on the items we sell.

**Minimum Order**

Orders less than \$50.00 are subject to a \$10 minimum order charge.

**Cancelled Orders**

Orders may be cancelled as long as the product is not yet in production, is not packaged to ship, and the manufacturer allows the cancellation. Please contact One Point Planning, LLC immediately to discuss cancellation of an order. Cancellations of orders are subject to a 5% cancellation fee. Cancellations of custom fabricated products, such as toilet partitions, are subject to a 10% cancellation charge with a minimum \$75 fee.

**Delivery Expectations**

Lead times and delivery times are subject to the manufacturer's production schedule. We at One Point Planning, LLC are proud of our knowledge of our manufacturer's production capability and ability to produce products timely. Contact us to discuss delivery time expectations of the products you need.

**Shipping & Delivery**

At this time, One Point Planning, LLC ships merchandise to locations within the United States and U.S. territories, including Alaska, Hawaii, Puerto Rico, Guam, and the US Virgin Islands. Additionally, One Point Planning, LLC ships merchandise to Canada and Mexico, but not to other international locations. The risk of loss and title for all merchandise ordered on this Web site pass to you when the merchandise is delivered to the shipping carrier.

One Point Planning, LLC strives to find the best shipping methods at the best prices possible. Most smaller items under 150 pounds will ship via UPS. Fragile, oversized, and heavy shipments will ship via a semi freight carrier. This type of shipping is known as less than truckload shipping (LTL).

Shipping charges for LTL shipments may be different than the shipping charges calculated on our website. Special fees charged by the LTL carrier such as job site delivery, volatility in the fuel prices, and availability of the carrier to delivery in certain areas result in possible increases in LTL shipping charges. We reserve the right to charge for the full amount that the LTL carrier charges One Point Planning, LLC if our calculation is lower.

### **Damaged Shipments**

Please check for damage of your delivery immediately while the delivery personnel are there. We and our manufacturers package products with due care in order to avoid freight damage. However, damage does occur during the handling and transportation of products. Note any damage on the documents you are asked to sign by the delivery personnel and keep a copy of the documents. Immediately call One Point Planning, LLC to report the damage and be prepared to send in the signed delivery documents, pictures, and any other evidence that shows that the delivery was received damaged. Neglect to follow these steps may reduce or eliminate the opportunity to file a claim and receive a refund for the damage product. The damage must be reported to One Point Planning, LLC within 5 days of delivery.

### **Missing material**

Please check the contents of your delivery immediately. Please compare the packing list to the contents of the delivery. Notify One Point Planning, LLC with 5 business days to file a claim for missing material.

### **Return Policy (for reasons other than manufacturer warranty issues)**

Many of our products are fabricated to order and are not returnable while others are standard stock items and can be returned. Call us immediately to determine if your item is returnable. Returnable items must be returned within 30 days after delivery of the product.

Please contact One Point Planning, LLC to request and receive a Return Material Authorization (RMA) number before returning an item. An RMA must be included with returned items to receive credit. A 25% restocking fee and applicable freight will be charged on returned items.

Refunds will be made for the returned items after the product has been received, checked by our warehouse to ensure the product is free from damage, and are deemed acceptable to restock.

If a product needs to be returned due to possible manufacturer's defect, please contact One Point Planning, LLC to review the return procedures for that product. See the warranty section below for more information regarding warranty terms and conditions.

### **Payment Methods**

- Credit Cards as listed on the website
- Paypal
- Bank Wire or ACH transfer
- Money order or certified check
- Regular check

Funds must be received and fully cleared before orders are processed.

### **Collections**

Returned checks due to insufficient funds will incur a charge of \$20 plus the cost of the bank's nonsufficient funds fee.

Open accounts placed into collection will be charge the maximum interest rate per month as allowed by law.

**Taxes**

We collect taxes in the following states:

- Tennessee
- Alabama
- Mississippi
- Kentucky

If you take delivery of the product in a state not listed, please pay taxes to your state directly in the form of a use tax.

**Warranty**

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**Void Where Prohibited**

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**Governing Law**

In the event of litigation both parties agree that the Law of the State of business registration of One Point Planning, LLC shall apply and both parties shall consent to the jurisdiction of said State's courts, or in the event of diversity of citizenship, the United States District Court for the (District). Both parties expressly waive a trial by jury.

**Summary**

The Terms and Conditions constitute the entire agreement between you and One Point Planning, LLC with respect to this Web site. The Terms and Conditions supercede all prior or contemporaneous communications and proposals, whether electronic, oral or written between you and One Point Planning, LLC with respect to this Web site. No modification of the Terms and Conditions shall be effective unless it is authorized by One Point Planning, LLC. If any provision of the Terms and Conditions is found to be contrary to law, then such provision(s) shall be constructed in a manner to closely reflect, as much as possible, the intentions of the parties, with the other provisions remaining in full force and effect.

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