

Terms & Conditions

THANK YOU FOR SHOPPING AT THEGARAGEDESIGNCENTER.COM. PLEASE READ THESE TERMS & CONDITIONS CAREFULLY, AS THEY MAY HAVE CHANGED SINCE YOUR LAST VISIT TO OUR WEB SITE. BY USING OUR WEB SITE, YOU INDICATE YOUR UNCONDITIONAL ACCEPTANCE OF THESE TERMS & CONDITIONS.

1. **Applicability.** These terms and conditions apply between you ("Customer") and The Garage Design Center ("TGDC") with respect to your purchases of products and accessories ("Products") from www.thegaragedesigncenter.com (the "Site"). These terms and conditions shall apply and may NOT be altered, supplemented, or amended by the use of any other documents, unless the Customer has signed a separate purchase agreement with TGDC, in which case the separate agreement shall govern.

2. **Customers.** Sales from this Site are limited to Customers who are at least 18 years of age, and who are residents of the contiguous 48 states of the United States and the District of Columbia and who are purchasing for personal use. (Customers in Alaska, Hawaii, Puerto Rico, or APO/FPO addresses may call 636-343-8500 for information about orders and extra shipping, handling charges.) TGDC will NOT accept orders on this Site from parties who are underage, who are in other territories, or who intend to purchase Products for commercial resale. By submitting an order on this Site, Customer certifies that the foregoing requirements are met.

3. **Shipping Policies.** Freight, pricing and payment terms are based on the date, sub-total amount, and promotional information provided at the time of the order. All shipments will be tendered via delivery method selected when ordering. TGDC reserves the right to select alternative carriers for all shipments. Freight charges will be billed based upon the sub-total of the order. If the shipment cost exceeds \$600, Customer qualifies for a shipping discount. Customer must call 636-343-8500, or email sales@thegaragedesigncenter.com, to obtain discount.

Individual items that exceed 150 lbs will be shipped via Yellow Freight with lift-gate service to Customer's residence and placed inside the garage. Boxes will be inspected by Yellow Freight Delivery personnel and any items damaged or missing will be recorded.

Deliveries in the St. Louis Metro area are eligible for product assembly. Please contact the sales department at 636-343-8500, or via email at sales@thegaragedesigncenter.com, for schedule and additional cost information.

Local pickup is available. TGDC suggests calling the sales department at 636-343-8500, or by email at sales@thegaragedesigncenter.com. to determine which of the two warehouses your product is located. Hours for local pick ups are Monday through Friday, 10:00 am to 4:00 pm CST and Saturday, 10:00 am to 2:00 pm. TGDC is closed on Sunday.

4. **Orders and Payments.** TGDC accepts only the following methods of credit card payment on this Site: VISA, MasterCard, American Express, or Discover. Pay Pal and gift certificates from TGDC are also supported. Orders made by any form of CASH or CHECK are accepted for local pick up at The Garage Design Center in Fenton, Missouri and local deliveries in the St. Louis metropolitan area. All orders received by TGDC are subject to acceptance in TGDC's sole and absolute discretion. Once accepted, TGDC will attempt to fill Customer's order for Products, subject to available inventory within 5 days of placing the order. TGDC will not be liable for delay in or failure to ship Products. Customer's credit card will be charged at the time of shipment only. TGDC representatives may contact Customer via phone or email to confirm credit card information, shipping address and other details. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, TGDC has put

in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information collected online. Our website is secured with a GoDaddy.com Web Server Certificate. Transactions on the site are protected with up to 256-bit Secure Sockets Layer encryption. For assistance with orders or cancellation, call 636-343-8500.

5. Order status can be obtained by calling TGDC at 636-343-8500 Monday - Friday 8am – 5 pm (CST).

6. **Taxes.** TGDC is required by law to collect all applicable sales taxes from customers placing orders from Missouri. Customer authorizes TGDC to charge the applicable sales taxes to Customer's credit card at the time of completion of order shipment.

7. **Title; Risk of Loss.** Title of Products passes from TGDC to Customer on shipment from manufacturer's facility. Loss or damage that occurs during shipping by a carrier selected by TGDC is TGDC's responsibility.

8. **Warranties.** Product Warranty obligations are limited to those set forth in the printed literature posted on the Site.

9. **Returns & Refunds.** For returns and refunds call 636-343-8500 Monday – Friday, 8am - 5pm (CST). Product/s may be returned within 30 days from the date of shipment. Product/s must be in unused condition and in original packaging material. Customer will be responsible for return shipping & handling charges. An item restocking fee will be charged, 25% of the returned item's purchase price, to customer credit card or deducted from refund amount on returned product/s. Original shipping and handling and return postage charges will not be refunded. Defective merchandise will be handled according to the warranty terms. Refunds will not be issued for defective merchandise. If you need to return your merchandise for any reason, repack the product and all accessories that have accompanied the original shipment in the original packing materials. Returned products with missing accessories will not be accepted. Call 636-343-8500 (Monday – Friday, 8 am – 5pm CST) to secure a Return Authorization

10. **Limitation of Damages & Liability.** TGDC shall not be liable to Customer for any special, incidental, consequential or punitive damages, or for any claim by any third party. Customer agrees that TGDC is not liable for any amount of damages above the aggregate dollar amount paid by Customer for purchases under this agreement for any liability related to the purchase of Products.

11. **Reservations & Exceptions.** TGDC reserves the right to change prices, terms, specifications and warranties for Products on this Site at any time without prior notice. TGDC endeavors to post accurate information, but mistakes may be made, and any errors in Product specifications, descriptions, and pricing are subject to correction by TGDC. TGDC reserves sole discretion over the acceptance of orders, and may reject any order that is not consistent with the requirements of these Terms & Conditions.