

## Terms & Conditions

### Freight

F.O.B. Omaha, Nebraska

Holidynamics recommends shipping all orders using our preferred carriers. We can, however, ship orders using your own carrier on a "COLLECT" basis. There will be a \$45 handling fee per pallet for each "COLLECT" shipment. All freight charges will be billed directly to you by your preferred freight carrier. If you choose to use your own carrier, you are responsible for submitting the BOL and pickup information to Holidynamics. Holidynamics is not responsible for any possible shipping delays resulting from any "COLLECT" shipments.

LTL shipments – Holidynamics reserves the right to choose the LTL freight carrier of its choice for all LTL shipments.

We offer competitive Shipping Rates.

Expedited LTL shipments are available upon request. Please call the Holidynamics office for an expedited quote as additional charges will apply. Overnight and 2<sup>nd</sup> Day Delivery Ground Shipments - Cost of freight will vary depending on the weight and size of each box within the shipment.

Address Correction Fee: \$12 per box.

Residential Delivery: w/Lift Gate or w/Address Change

The following charges will apply to additional freight services requested for all (non-ground) Common Carrier (LTL) deliveries:

- Residential/Inside Delivery \$40 w Liftgate Fee \$80
- Appointments \$40 w Address Change \$40
- Avoid additional charges, pick up at terminal: \$.00

All freight cost and fees listed above are good thru 12/31/2021.

### Shipments

Delivery is contingent upon weather, fires, accidents, delays of carrier, or other delays beyond our control. We strive to ship available product the same day when orders are placed via our website and received by our shipping department by 12:00 (Central time), Monday-Friday.

Product Claims and Freight Carrier Claims

All merchandise is carefully inspected prior to shipping. Any shortage and/or damage should be noted on the freight bill prior to the delivery driver leaving. Counting, inspecting and signing for the number and condition of the cartons received on the freight bill are required by Holidynamics before accepting a shortage or damage claim and request for credit. If you do not inspect the cartons for damages or count for possible box shortages and you do not write any discrepancies on the freight bill, you risk forfeiture of a freight claim. Claims for missing cartons and visible damage must be made within 48 hours of receipt of the shipment. Freight claims for shipments sent prepaid will be processed by the shipping department at Holidynamics when advised by the customer. Freight claims for shipments sent collect, will need to be processed by the customer. Failure to report shortage or damage claims within the 48 hour period may result in refusal of the claim by the carrier and a subsequent loss by the customer. Damaged goods and original packaging must be kept available for inspection and/or pickup. It is advised to take a photo of the damaged carton and goods. Note that should a customer choose not to open pallet(s), count and inspect cartons and sign the freight bill, they are waiving their right to a shortage and/or damage claim with the Freight Carrier as well as with Holidynamics.

### **Holidynamics Limited Warranty**

Holidynamics warrants that its products will be free from defects in material and workmanship for a period of “three seasons” from the date of shipment, with proof of purchase. An exception to the “three seasons” warranty is the Spritzers. The Spritzers have a one season warranty. In the event that a warranty claim needs to be filed, do not wait to file a claim as most manufacturing defects, if any are found, arrive defective “right out of the box”. Please inspect all products upon receiving of the shipment. Warranty Exclusions apply. Please refer to the Warranty Exclusions section for further details.

### **Warranty Exclusions**

This warranty is further conditioned upon proper storage, installation, use and maintenance of product. Warranty is for the non-permanent, seasonal, installation and temporary use for no more than “three seasons” from date of shipment. A season is defined as commencing on the date the product is installed for use and ends at the time the product is not in use and is removed or put into storage. Foliage and fabric bow fading is NOT covered under warranty as foliage and the fabric from the bow may change color depending on the exposure level to UV rays. Accessories, electrical cord and timers are NOT covered under this warranty. Although our metal product is coated with a durable exterior powder coat layer, rusting of the metal will occur over time when exposed to moisture; therefore, rusting of the metal is not considered a manufacturing defect and is NOT covered under warranty. Broken, burned out bulbs or fuses or faded and broken bulb covers are the responsibility of the user. Spare bulbs, fuses and caps/clips are included with each product.

NOTE: Replace burned out or broken bulbs immediately. Burned out or broken bulbs shorten the life of all other bulbs in the set.

The above warranties do not cover and Holidynamics Inc will not be liable for any conditions attributable to (1) misuse, faulty installation, misapplication, extreme environmental conditions, lightening, electrical surges or acts of God, lack of compliance with applicable instructions, improper or inadequate maintenance, negligence, accident, or tampering which includes the removal of any identifying labels or altering the original design of the product; (2) the incompatibility, improper design, installation, maintenance of products, accessories, equipment or materials not supplied by Holidynamics.

### **Limitation of Liability**

Holidynamics will not under any circumstances whether as a result of breach of warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages, including but not limited to, loss of profits or revenues, loss of use of the product or any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facility of services, down time cost, cost relating to removal or reinstallation of product or damages for personal injury or property or any claims of claimant's customers. Holidynamics' liability on any claim, of any kind, for any loss or damage arising out of, resulting from or concerning any aspect of this warranty or from the product or services furnished hereunder shall not exceed the price of the specific product which gives rise to the claim.

If a product covered by this warranty fails to conform to this warranty and is returned by purchaser in accordance with Holidynamics published Warranty Service Program during the warranty period, Holidynamics will, at its option, either repair or replace the product or the non-conforming part thereof. For purposes of clarity, "repair or replace the product or the non-conforming part thereof" does not include any removal or reinstallation costs or expenses, including without limitation labor costs or expenses.

### **Non-Transferable**

This warranty only applies to the original purchaser. If a product covered by this warranty is returned by the original purchaser in accordance with Holidynamics published Warranty Program during the warranty period, Holidynamics will choose to repair or replace the said warranty product. If Holidynamics chooses to repair or replace the product and is not able to do so because it has been discontinued or is not available, Holidynamics may replace it with a comparable product of equal or lesser value of your choosing. If a comparable product is not available, the replacement item will be replaced, when back in stock, the following year as long as the item is not discontinued.

THE WARRANTIES AND REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE. Purchaser's exclusive remedy, and Holidynamics sole liability, for any nonconformity or defect in any Product shall be only those explicitly set forth herein.

### **Filing a Warranty Claim**

To file a warranty claim, please contact Holidynamics directly at 1-855-505-6046 or send an email to [orders@holidynamics.com](mailto:orders@holidynamics.com). From there you need to provide your contact information, the information from your invoice, and tell us about the problem you are having with your holiday product. Please explain where the problem is occurring and be as specific as possible. It may also be required for you to submit pictures in order to expedite the claims process. Once the claim form is submitted, we will respond to your email and provide you with instructions for processing your warranty claim.

Before any product is returned to any location, an RMA number must be received. An RMA number will be sent to your email address upon completion of the online form and acceptance of the claim by Holidynamics. Make sure the RMA number is marked clearly on the exterior of all returned packages.

Packages received without proper identification will be returned to sender. For proper credit, all warranty returns must include a copy of the original invoice and/or packing slip. All shipping and handling charges associated with a return under warranty will be the responsibility of the owner. Upon inspection of the returned product, any items covered under warranty will be returned back to the owner at the expense of Holidynamics. It will be at the discretion of Holidynamics to determine if the entire item needs to be replaced or if the defect can be repaired with replacement parts only. If any defect relates to the lights on any metal frame, it may be necessary to strip the lights off the frame before returning the product back for warranty. The removal of the lights from the frame and the reinstallation of the replacement lights are at the expense of the owner.

If the returned product is shipped back to Holidynamics for warranty or exchange and found to be damaged or non-functional due to user neglect and not from a manufacturing defect, the owner will be responsible for the return shipping charges and warranty coverage will not be an option.

### **Return Policy**

Due to the seasonal nature of this product, the retention of goods by the Buyer or for the benefit of the Buyer shall constitute an unconditional and absolute acceptance by the buyer. Therefore, we cannot accept any product returns, unless for merchandise that meets the requirements under our warranty policy. If your order was incorrect at the time of receipt please contact us within (2) days. We will be happy to provide you with the correct product or replacement parts at no cost to you. A call-tag along with the return instructions will be sent by email for the return of item(s) shipped in error.

### **Order Cancellation Policy**

Holidynamics will not accept cancellation requests for custom orders, special orders or direct from manufacturer shipped orders.

Order cancellations for stocked products must be submitted in the form of a written request to the Holidynamics customer service office prior to 2:00PM (Central time) on the same day the original order was placed. Any cancellation request's submitted after 2:00PM (Central Time) on the same day the original order was placed will not be honored. By this time, the order will have been pulled and processed for shipping, or may have already shipped, and therefore a 20% restocking fee will apply for any cancellation request received after the 2:00Pm (Central Time) deadline. If, after an order has been fully processed, shipped from our facility and then refused at time of attempted delivery of an order, a 20% restocking fee will apply as well as the cost of the freight to have the order returned back to Holidynamics.

Fax cancellation request to 402-505-3476 or email to [orders@holidynamics.com](mailto:orders@holidynamics.com). Please type in the subject line on the email "ORDER CANCELLATION" with the PO#.

### **Privacy Policy**

#### Collection Of Personal Information

When you use our Products or Website, you may be asked for personally identifiable information such as your name, address, email address, and telephone number.

By giving us such information, you will need to consent by using it in the manner described in this policy. You may withdraw your consent at any time by emailing us at [sales@holidynamics.com](mailto:sales@holidynamics.com). We will return or destroy your personal information within five days of receipt of your withdrawal of consent.

## **COOKIES**

Cookies are small data files that a website you visit may save on your computer or handheld device that usually includes an anonymous unique identifier. Our Websites and those of our Products may use cookies for user authentication, keeping track of your preferences, promotional campaigns, tracking our audience size and traffic patterns, and in certain other cases. We may include small graphic images in our email messages and newsletters to determine whether the messages were opened and the links were viewed.

## **SECURITY**

All security on our Website is treated seriously. Where applicable, we undertake security steps, including use of SSL technology, on our back-end systems that store customer account information and to protect data transmissions. However, this is not a guarantee that such data transmissions cannot be accessed, altered or deleted due to firewall or other security software failures. If you have any further concerns about security, please email our Customer Service team at [Holidynamics.com](mailto:CustomerService@holidynamics.com)