



319 Whispering Palms Lane  
Bradenton, FL 34212  
(941) 753-5131

## TERMS OF USE

Client agrees through the purchase of products/services, to the conditions of sale as set forth herein:

**TERMS OF PAYMENT** - Unless otherwise stipulated in advance by Tollis Enterprises, all goods are to be paid for at or prior to the time of shipment.

**METHODS OF PAYMENT** – Tollis Enterprises accepts Visa, MasterCard, Discover and American Express. We also accept cashier's checks and money orders, made payable to Tollis Enterprises. We do not accept COD orders. Established dealer accounts may pay with company check only after written agreement by Tollis Enterprises. All funds in U.S. Dollars only.

**DELIVERY** - Delivery schedules are approximate only. Tollis Enterprises will make every reasonable effort to deliver products on time. However, Tollis Enterprises will not be liable for late or lost shipments, nor for any loss of use or revenue resulting from these delays.

**FORUM SELECTION** - Client agrees that should any issues arise resulting in litigation, these issues shall be resolved according to the laws of the State of Florida, with venue being proper in Manatee County.

**USABILITY** - The buyer understands that Tollis Enterprises does not make any warranties in respect to the product, either express or implied, including implied warranties of merchantability or fitness for a particular purpose, except as expressly provided in this agreement. If any parts replacement is required because of accident, negligence, misuse, theft, vandalism, fire, or because of conditions outside of specifications including but not limited to customers attempt to modify or by any cause other than normal use, the warranty obligations provided herein shall not apply.

**LIMITATION OF LIABILITY** - Tollis Enterprises shall not be liable for any special, incidental, or consequential damages or for loss, damage or expense directly or indirectly arising from customer's use of or inability to use the product(s) either separately or in combination with other equipment, or for personal injury or loss or destruction of other property, or from any other cause.

**RETURNS** - Tollis Enterprises will accept NO returns on special order items. All customized purchases are final and non-refundable. Stock items may be returned within 30 days of the receipt of shipment for a full refund with the assessment of a 20% restocking fee. Items which are defective or broken when received, may be returned for replacement. Tollis Enterprises reserves the right to provide comparable replacements, should the original item no longer be available. Returns require prior authorization, at which time a Return Agreement (RA) number shall be provided. Send items in original packaging, with RA# listed to:

**Tollis Enterprises RMAs**  
**319 Whispering Palms LN**  
**Bradenton, FL. 34212**

**WARRANTY COVERAGE** - Tollis Enterprises makes no warranty other than the ones set forth herein. Such warranty is in lieu of all other warranties, expressed or implied warranty of merchantability of fitness for a particular purpose, and such constitutes the only warranty made with respect to the goods and services listed herein. The buyer, by placing an order, hereby signifies acknowledgment and acceptance of all the terms listed herein.