

## **TERMS & CONDITIONS**

*Effective March 31, 2017*

MTG PROCESS SYSTEMS LLC  
TERMS AND CONDITIONS OF SALE  
APPLICABLE TO THE MTG PROCESS SYSTEMS LLC ONLINE STORE  
[HTTP://WWW.MTGPROCESSSYSTEMS.COM](http://www.mtgprocesssystems.com)

BY PURCHASING ITEMS THROUGH THE MTG PROCESS SYSTEMS LLC ONLINE STORE, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF SALE ("Terms of Sale") WHICH SHALL APPLY TO ALL PURCHASES MADE FROM THE MTG PROCESS SYSTEMS LLC ONLINE STORE ("the Website"):

CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS OF SALE BEFORE PLACING YOUR ORDER:

### **1. Priority Over Other Terms.**

These Terms of Sale apply to all purchases made by the customer (referred to herein as "the Customer", "You", "Your", or "Yourself") from the MTG PROCESS SYSTEMS LLC Online Store. Any attempt to alter, supplement, modify or amend these terms and conditions shall be null and void unless agreed to, in writing, by MTG PROCESS SYSTEMS LLC.

### **2. Pricing.**

The product prices applicable to Your order are those displayed at the time You place an order, are effective on the specific date posted on the Website, and will be effective thereafter until new prices are listed. The MTG PROCESS SYSTEMS LLC Online Store may also identify a prior list price no longer in effect, for informational purposes only. All prices are subject to change without notice. Product prices offered on the MTG PROCESS SYSTEMS LLC Online Store may vary from advertised prices for the same or similar products sold by MTG PROCESS SYSTEMS LLC. All prices on the MTG PROCESS SYSTEMS LLC Online Store are listed in U.S. dollars and are valid only within the contiguous 48 United States. At this time, shipment is not available to countries outside of the United States. If You would like to inquire about shipment to these locations, please call 1-603-718-8076.

Prices do not include shipping and handling, or state and local sales or use taxes, where applicable. Such costs will be displayed at the time of checkout, and based upon selected customer preferences. You are exclusively responsible for all such costs associated with Your order.

MTG PROCESS SYSTEMS LLC strives to provide the most up to date pricing information on its Website. While we strive to have a Website that is 100% accurate, errors do occur from time to time. In the event an item description or price listed on The MTG PROCESS SYSTEMS LLC Online Store is inaccurate or incomplete, or other errors are discovered (including typographic errors), MTG PROCESS SYSTEMS LLC will make corrections as quickly as possible and will apply the corrected price to any orders being processed. In the event corrections are made to the product description or price on your processed order, the Company will advise you by email or telephone. You may cancel any order within three (3) working days of being advised of corrections or changes to the product description or price if you do not wish to accept the order subject to the corrections or changes.

MTG PROCESS SYSTEMS LLC reserves the right to revoke any stated offer posted on The MTG PROCESS SYSTEMS LLC Online Store and to correct any errors, inaccuracies or omissions, including those which are discovered after a customer order has been submitted and accepted.

### **3. Payment.**

The MTG PROCESS SYSTEMS LLC Online Store allows You to pay with Visa, MasterCard, Discover or American Express. Payment for products purchased through the online store must be paid in full before MTG Process Systems LLC will accept and process any order. By paying for products through the Website, You are expressly agreeing to all terms and conditions in these Terms of Sale.

### **4. Order Processing, Shipping & Delivery.**

Your Order requires both processing time and shipping time. Keep in mind that the total time for delivery will depend upon many factors, including products selected, product availability, order processing time and selected shipping method.

In most cases, Your order will ship within 24 to 48 hours after You place the order with the MTG PROCESS SYSTEMS LLC Online Store. While MTG PROCESS SYSTEMS LLC does its best to fulfill all orders within the quickest time possible, MTG PROCESS SYSTEMS LLC cannot guarantee the availability of any particular product listed on the MTG PROCESS SYSTEMS LLC Online Store at any particular time. Further, the actual delivery of Your order can be impacted by many events beyond MTG PROCESS SYSTEMS LLC's control after the product leaves our facility. Therefore, sometimes the total time a product may take to reach you may be longer than expected

If an item is not immediately available for shipment, MTG PROCESS SYSTEMS LLC will advise you by email or telephone. You may cancel any order within three (3) working days of being advised of the delay in order fulfillment if You do not wish to wait for the product.

If You have questions about the shipping policy or wish to speak to a customer service representative about Your specific shipping situation, please call 1-603-718-8076.

## **5. Title and Risk of Loss.**

For all product(s) purchased through the MTG PROCESS SYSTEMS LLC Online Store, title and the risk of loss shall pass from MTG PROCESS SYSTEMS LLC to the customer at the time the product(s) are given to the initial transportation carrier for delivery.

## **6. Returns.**

Returns for items purchased through the MTG PROCESS SYSTEMS LLC Online Store must be initiated by the buyer within 15 calendar days after receiving the product. Returned items must be unused, in their original packaging and include all accessories and instruction manuals.

Prior to returning an item, You must obtain a Return Authorization number from MTG PROCESS SYSTEMS LLC. Please contact us at 1-603-718-8076 to initiate a return. The Return Authorization number must be used on all correspondence and must be included on the return address label of the package when an item is returned. Items must be returned to MTG PROCESS SYSTEMS LLC within fifteen (15) calendar days after the buyer receives the Return Authorization number.

MTG PROCESS SYSTEMS LLC will issue credit for properly returned items accompanied by a Return Material Authorization number obtained from customer service. Upon receipt, MTG PROCESS SYSTEMS LLC will inspect returned items. Upon inspection, if the returned item is found to be not in new condition, or if components of the item are missing, the amount of the credit will be adjusted accordingly. MTG PROCESS SYSTEMS LLC will issue credit through the method of original payment, after the item has been received and inspected.

You are responsible for all shipping and related costs to return such item(s) to MTG PROCESS SYSTEMS LLC. You assume the responsibility and cost associated with returning item(s) to MTG PROCESS SYSTEMS LLC, should it become necessary to initiate a return process.

## **7. Limited Warranty Coverage.**

MTG PROCESS SYSTEMS LLC offers a limited warranty on most of the products sold on the MTG PROCESS SYSTEMS LLC Online Store.

The precise warranty terms, and limitations thereon, will vary by the product(s) purchased.

## **8. LIMITATIONS ON WARRANTY COVERAGE.**

THE MTG PROCESS SYSTEMS LLC COMPANY WILL NOT ACCEPT RESPONSIBILITY OR LIABILITY FOR REPAIRS MADE OUTSIDE OF THE MTG PROCESS SYSTEMS LLC COMPANY'S AUTHORIZED SERVICE FACILITIES.

THE MTG PROCESS SYSTEMS LLC COMPANY'S LIABILITY UNDER THE TERMS OF ITS WARRANTY(IES) SHALL NOT EXCEED THE COST OF CORRECTING THE DEFECT OF THE MTG PROCESS SYSTEMS LLC COMPANY'S PRODUCT.

THE MTG PROCESS SYSTEMS LLC COMPANY WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOSS OF BUSINESS, ETC.) CAUSED BY THE DEFECT OR THE TIME INVOLVED TO CORRECT THE DEFECT.

THE WRITTEN WARRANTY(IES) PROVIDED IS THE ONLY EXPRESS WARRANTY PROVIDED BY THE MTG PROCESS SYSTEMS LLC COMPANY WITH RESPECT TO ITS PRODUCTS. WARRANTIES IMPLIED BY LAW, SUCH AS THE WARRANTY OF MERCHANTABILITY, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY FOR THE EQUIPMENT INVOLVED.

THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS. THE PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

## **9. LIMITATIONS ON LIABILITY FOR ONLINE PURCHASES.**

BY PURCHASING THROUGH THE MTG PROCESS SYSTEMS LLC ONLINE STORE, YOU EXPRESSLY AGREE TO THE FOLLOWING LIMITATION OF LIABILITY:

THE MTG PROCESS SYSTEMS LLC COMPANY SHALL NOT BE LIABLE BEYOND THE REMEDIES EXPRESSLY SET FORTH IN THESE TERMS OF SALE AND THE STANDARD PRODUCT WARRANTY. THE MTG PROCESS SYSTEMS LLC COMPANY'S MAXIMUM LIABILITY SHALL NOT EXCEED THE TOTAL PRICE PAID FOR THE PRODUCTS ORDERED BY YOU, THE CUSTOMER. IN NO EVENT SHALL THE MTG PROCESS SYSTEMS LLC COMPANY BE LIABLE TO YOU, THE CUSTOMER, OR TO ANY THIRD PARTY, FOR ANY CLAIM BY A THIRD PARTY OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE MTG PROCESS SYSTEMS LLC COMPANY SHALL NOT BE LIABLE FOR LOSS OF PRODUCT AVAILABILITY, LOSS OR CORRUPTION OF DATA, OR LOSS OF PROFITS OR BUSINESS, WHICH ARISE FROM YOUR USE OF THE MTG PROCESS SYSTEMS LLC ONLINE STORE OR ATTEMPT OR COMPLETION OF PURCHASES THEREFROM.

SOME STATES DO NOT ALLOW LIMITATIONS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH LIMITATIONS MAY NOT APPLY TO YOU.

## **10. Governing Law, Jurisdiction and Our Agreement to Arbitrate.**

The validity, construction and performance of these Terms of Sale, and the sale and use of products purchased through the MTG PROCESS SYSTEMS LLC Online Store shall be governed by the laws of the state of New Hampshire, excluding any conflict or choice of law provisions. No international sales are authorized or contemplated, and the United Nations Convention on Contracts for the International Sale of Goods shall not be applicable to this Agreement or the purchase of products on the MTG PROCESS SYSTEMS LLC Online Store.

We encourage You to contact our Customer Service Department at 1-603-718-8076 regarding any dissatisfaction you may have with this Website or any purchase You have made through this Website. You agree that venue and jurisdiction for all disputes will lie exclusively within Hillsborough, in the state of New Hampshire. You agree that any claim, dispute or controversy, whether in contract, tort, or otherwise, regardless of kind or nature, between Yourself and MTG PROCESS SYSTEMS LLC, its agents, employees, directors and affiliates, arising out of or relating to Your use of the MTG PROCESS SYSTEMS LLC Onsite Store, any orders placed or transactions attempted or completed or products purchased through the MTG PROCESS SYSTEMS LLC Online Store, shall be resolved exclusively and finally by binding arbitration under the commercial rules of the American Arbitration Association then in effect before a single arbitrator knowledgeable in the field of internet contracts. Any award of the arbitrator shall be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. Each party will pay its own costs and attorneys' fees, if any, provided that MTG PROCESS SYSTEMS LLC will be responsible for paying any filing fees or other fees required to obtain a hearing for the arbitration to the extent that such fees exceed the amount of the filing fee which would be required to initiate a claim in the court of general jurisdiction in the state where You reside. The arbitrator may award reasonable attorney's fees to the prevailing party for any statutory claim that would allow the prevailing party to receive an award of attorneys' fees.

## **11. Export Control.**

You acknowledge that the products and technical data, if any, which You purchase or receive under these Terms of Sale may be subject to the export controls under the U.S. Export Administration Regulation, the U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies, as well as the export control regulations of foreign countries. You acknowledge and agree that the products and technical data, if any, which You purchase or receive under these Terms of Sale shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries to which the United States maintains an embargo, or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Lists of Parties of Concern (collectively, "Designated Nationals") or for any restricted end-use, unless You have obtained the prior written authorization of MTG PROCESS SYSTEMS LLC and the U.S. Commerce Department or the U.S. Office of Foreign Asset Control and any other relevant local governmental authority. Any diversion contrary to U.S. law is prohibited.

By purchasing items through the MTG PROCESS SYSTEMS LLC Online Store, You represent and warrant that You are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National, and that you will not re-export, divert or transfer the products you purchase on this Website to an embargoed country, person or entity. You agree to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

You further represent and warrant that You will (i) comply strictly with all legal requirements established under these controls; (ii) cooperate fully with MTG PROCESS SYSTEMS LLC in any official or unofficial audit or inspection that relates to these controls; and (iii) not export, re-export, divert, transfer, or disclose, directly or indirectly, any purchased items or related technical information, document, or material or direct products thereof to any country, entity, person or end-user so restricted by the U.S. Export Administration Regulations, as modified by time to time, or to any national or resident thereof.

MTG PROCESS SYSTEMS LLC makes no representation that any items for sale through the MTG PROCESS SYSTEMS LLC Online Store are appropriate for the use you may intend or available for use in other locations. You are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of the United States and other countries.

## **12. No Assignment.**

You may not assign any of Your rights or obligations under these Terms of Sale without the express written consent of MTG PROCESS SYSTEMS LLC.

### **13. Privacy.**

Refer to The MTG PROCESS SYSTEMS LLC Company privacy policy to see how we handle Your personal data that is gathered online. We have provided a privacy statement in order to demonstrate our firm commitment to the privacy of certain information provided by customers and potential customers who use the MTG PROCESS SYSTEMS LLC Online Store. The MTG PROCESS SYSTEMS LLC Company policy regarding information collection and dissemination practices for the Website may be reviewed at the following web page: <http://store.MTG PROCESS SYSTEMS LLC.com>. By using this Website and/or purchasing products through the MTG PROCESS SYSTEMS LLC Online Store, You consent to all actions taken by us with respect to Your information as stated in the above policy.

This site contains links to other sites. MTG PROCESS SYSTEMS LLC does not control, and is not responsible for, the operation of such linked websites, and refers you to the privacy practices stated on such linked websites.

### **14. No Construction Against Drafter.**

You agree that any principle of construction or rule of law that provides that these Terms of Sale shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to these Terms of Sale.

### **15. Notices.**

All notices, demands or other communications herein provided to be given or that may be given by any party to the other must be made in writing and in accordance with this Section.

MTG PROCESS SYSTEMS LLC may give notice to You by means of an email to Your address on record in MTG PROCESS SYSTEMS LLC's account information, by written communication sent by first class mail or pre-paid post to Your address on record in MTG PROCESS SYSTEMS LLC's account information, or if the above means are not reasonably available, by a general notice on the main page of The MTG PROCESS SYSTEMS LLC Online Store. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting, or 12 hours after sending by e-mail.

Any notices to be or that may be given to MTG PROCESS SYSTEMS LLC by You shall be deemed to have been given when received by MTG PROCESS SYSTEMS LLC. You may give notice by delivery in person, by a letter sent by nationally recognized overnight delivery service or first class postage prepaid mail to MTG PROCESS SYSTEMS LLC at the following address:

MTG PROCESS SYSTEMS LLC  
4 Candy Lane, Ste. #4  
Hudson, NH 03051  
Attention: e-Commerce Customer Service

### **16. Entire Agreement.**

These Terms of Sale, together with any sales invoice, order acknowledgement and Product warranty generated by MTG PROCESS SYSTEMS LLC comprise the entire agreement ("Agreement") applicable to the sale of products through the MTG PROCESS SYSTEMS LLC Online Store. No text or other information set forth on any document or website shall add to or vary the terms and conditions of these Terms of Sale, unless agreed to, in writing, by The MTG PROCESS SYSTEMS LLC Company. This Agreement, supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

### **19. General Provisions.**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between You and The MTG PROCESS SYSTEMS LLC Company as a result of these Terms of Sale or use of the MTG PROCESS SYSTEMS LLC Online Store. The failure of The MTG PROCESS SYSTEMS LLC Company to enforce any right or provision in these Terms of Sale shall not constitute a waiver of such right or provision unless acknowledged and agreed to by MTG PROCESS SYSTEMS LLC in writing. The headings contained in these Terms of Sale are for reference purposes only and shall not in any way control the meaning or interpretation of these Terms of Sale.