

Terms and Conditions

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”). These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

THESE TERMS AND CONDITIONS GOVERN THE SALE OF ALL PRODUCTS AND SERVICES (“PRODUCTS”) BY GENIE GROUP, INC. AND ITS DIVISIONS AND SUBSIDIARIES (“SELLER”) AND APPLY NOTWITHSTANDING ANY CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER OR OTHER DOCUMENT OR COMMUNICATION (“PURCHASE ORDER”) FROM BUYER. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, CONTRARY OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

Orders

Orders are initiated by Buyer either by purchase order or entry on website. No orders for standard product can be canceled or changed without Seller's consent. Seller reserves the right to allocate sales of products among its customers. Products deemed, and quoted, or so noted as NCNR (Non-Cancelable and Non-Returnable) shall be non-cancelable and non-returnable. Buyer acknowledges delivery dates provided by Seller are estimates on and Seller is not liable for failure to deliver on such dates. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related

website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

You may check the status of your order by calling 615-771-9412 or by emailing sales@geniegroup.com

Order Cancellation

Payment for non-stock orders, custom or special orders may be requested in advance. Some custom or special orders may be non-cancellable or incur restocking fees, depending on source. Orders in transit, when cancelled, may incur additional fees for return.

Returns/Refunds

Inspection and acceptance of the Products shall be Buyer's responsibility. Upon receipt, Buyer will inspect, count, and note any damage, missing items/boxes to be reported to Seller within 24 hours. Buyer is deemed to have accepted the Products unless written notice of rejection is received by Seller within said 24 hours. Buyer waives any right to revoke acceptance thereafter. No return of Products shall be accepted by Seller without a Return Material Authorization ("RMA") Number, which may be issued by Seller's in its sole discretion. Returned Products must be in original manufacturer's shipping cartons complete with all packing materials and in new and resalable condition.. All Products for return shall be sent freight prepaid in the manner specified in the RMA.If returned Products are claimed to be defective, a complete description of the nature of the defect must be given before the RMA can be given. A copy of the RMA is to be included with the returned Products. Products not eligible for return shall be returned to Buyer, freight collect. Contact sales@geniegroup.com for a Return Material Authorization. Custom or special ordered products may not be returnable.

Seller's Limited Warranty

With respect to Products which do not meet applicable manufacturer's specifications. Seller's liability is limited, at Seller's election, to (1) refund of Buyer's purchase price for such Products (without interest), (2) repair of such Products, or (3) replacement of such Products; provided, however, that such Products must be returned to Seller, along with acceptable evidence of purchase, within thirty (30) days from date of delivery, transportation charges prepaid. Seller shall transfer to Buyer whatever transferable warranties and indemnities Seller receives from the manufacturer of the Products, including any transferable warranties and indemnities respecting patent infringement.

Payment

The following credit cards are accepted online: Visa, Mastercard, Discover, American Express. Open accounts are also available. Terms are Net 30. Buyer agrees to pay the entire net amount of each invoice pursuant to our terms. Payment by cash, check or bank wire transfer are accepted. If a Buyer accounts becomes delinquent, Seller may suspend delivery or an order/remaining balance until payment is made.

Shipping

Shipping is available via UPS, Fed-Ex or LTL. All shipments by Seller are F.O.B.point of origin and all transportation charges shall be paid by Buyer in addition to insurance for items subject to loss/breakage/theft. Selection of carrier is by the Seller unless specified by Buyer. Upon receipt, Buyer will inspect, count, and note any damage, missing items/boxes reporting to Seller within 24 hours. Buyer is deemed to have accepted the Products unless written notice of rejection is received by Seller within said 24 hours.

Export Control

The sale, or resale, of other disposition of Product and any related technology are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Buyer agrees to comply with all such laws, regulations and agrees that it shall not directly or indirectly export any Products to any country to which such export is restricted or prohibited.

Force Majeure

Seller shall not be liable for failure to fulfill its obligations beyond reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, civile or military authority. Priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, was, acts of terrorism, delays in transportation or unable to obtain labor or materials. Seller's time for performance of any such obligation shall be extended until the delays have passed. Seller may cancel any order or remaining without liability.

Intellectual Property

If any order includes any intellectual property, such property is provided by Seller to Buyer subject to copyright and user license, and terms and conditions which are set forth in the license agreement accompanying said intellectual property rights. No rights have been granted to use the intellectual property in any manner that expressly permitted.

Disclaimer of Warranties, Limitation of Liability

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. Buyer agrees that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. Buyer expressly agrees that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. Buyer's recovery from a claim shall not exceed Buyer's purchase price for the products giving rise to such claim irrespective of the nature of the claim. Seller shall not be liable for, and Buyer shall indemnify, defend and hold Seller harmless from any claims based on Seller's compliance with specifications or instructions, or modifications of any products by parties other than Seller. In no case shall The Genie Group, Inc., our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, Buyers are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Errors, Inaccuracies, Omissions

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or update

Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of Tennessee.

Indemnification

You agree to indemnify, defend and hold harmless New Genie Group, Inc. dba Genie Group, Inc. and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Electronic Communication

When you place an order via the Site, you are required to provide a valid email address, which Genie Group Inc. may use to communicate with you regarding the status of your order, shipment of backordered products, and to provide you with any other notices, disclosures, or other communications relating to your order. You agree that Genie will not be responsible for any damage you incur or any information you do not receive because of your failure to provide and maintain a valid email address or due to any failure of your email system, spam filters, or other impediments to your receipt of our communications.

Additionally, by placing an order with Genie Group, Inc., you agree to receive electronic communications from us, including but not limited to, notifications regarding price changes, new products, promotions, industry updates, and company news. You may opt out of marketing-related communications at any time by following the unsubscribe instructions included in our emails. Order-related communications will continue to be sent as they are necessary for transaction fulfillment.

Changes To Terms of Service

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.