

Terms and Conditions

This website is owned and operated by Magnitude Products, LLC. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors MagBench products for purchase. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms:

Commercial Terms Offered to Customer

When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

Retention of Right to Change Offering

We may, without prior notice, change the products; stop providing the products or any features of the products we offer; or create limits for the products. We may permanently or temporarily terminate or suspend access to the products without notice and liability for any reason, or for no reason.

Warranties & Responsibility for Products

All products are warranted from defects in materials or workmanship under normal use for 90 days from date of purchase. Repair, replacement, or refund of the purchase price will be issue. We will pay for shipment of repaired or replaced products to customer and customer will be responsible for return shipment of the product to us.

Ownership of Intellectual Property, Copyrights and Logos

The Products and all materials therein, including, without limitation, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and all Intellectual Property Rights related thereto, are the exclusive property of Magnitude Products, LLC. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

Indemnification

You agree to indemnify and hold Magnitude Products, LLC, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Magnitude Products, LLC, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the products.

To the maximum extent permitted by applicable law, Magnitude Products, LLC, assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our products; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

Right to Change and Modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review this page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website.

Preference of Law and Dispute Resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of California, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Santa Clara County, California. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

Return and Refund Policy

For any undamaged product, simply return it with its included accessories and packaging along with the original receipt within 30 days of the date you purchased the product, and we will exchange it or offer a refund based upon the original payment method. In addition, please note products can be returned only in the country in which they were originally purchased.

Shipping Policy

We are proud to utilize Amazon's Multichannel Fulfillment system so you can receive your order sooner. Delivery by date is not guaranteed, but typically your order will arrive by the date shown or sooner. Free Ground shipping applies to the 48 contiguous United States on orders over \$99. Orders can ship via USPS, UPS, or Amazon Logistics depending on the delivery address and closest Amazon fulfillment warehouse.

If you prefer that your order ship directly from our warehouse in California, please select the UPS Ground option (when available). If you have any problems with your order, please contact us at sales@magbench.com.