

# **BED BUG FIX TERMS AND CONDITIONS**

## **1. Placing an order on our sites**

By placing an order through our site, you agree that you are legally capable of entering into binding contracts and are at least 18 years old.

After placing an order for our Products, you will receive an e-mail from us acknowledging that we have received your order. This does not mean that your order has been accepted by us but it does constitute an offer to us to buy the Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been shipped (the Shipment Confirmation). The contract between us (Contract) will only be formed when we send you the Shipment Confirmation.

The Contract will only relate to those Products whose shipment we have confirmed in the Shipment Confirmation. If you have ordered additional Products that are not listed in the Shipment Confirmation (for example because they are currently out of stock / unavailable), these Products will not form part of the Contract until shipment of such Products has been confirmed in a separate Shipment Confirmation.

## **2. Availability and delivery**

Your order will be fulfilled by the delivery date set out in the Shipment Confirmation or, if no delivery date is specified, then within 30 days of the date of the Shipment Confirmation, unless there are exceptional circumstances.

If we have insufficient stock of a Product, you will be notified of this as soon as possible after your order has been received. You will be given the opportunity to wait until the Product is back in stock or cancel your order and secure a refund in accordance with the appropriate terms and conditions of this policy.

## **3. Risk and title**

The Products will be used at your risk from the time of delivery.

Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## **4. Price and payment**

The price of our products is the price in force on the date and at the time on which we process your order. We make every effort to ensure that the prices on our website are accurate.

Nevertheless, as our sites contain other Products it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our shipment procedures and the price quoted on the website will be the price you pay. However we are under no obligation to provide the Product to you at an incorrect lower price quoted on our website, even after we have sent you a Shipment Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a mispricing.

All prices exclude taxes (if any) and delivery costs (which will be added to the total amount due as set out in our Delivery).

Payment for all Products must be by credit or debit card. We accept payment with Visa, MasterCard, American Express and Visa Debit. Your card is pre-authorized at the time of making your order, with the payment being taken from your card at the end of the working day on which you make your order. However where, at the point of order, there is insufficient stock of a particular product, payment will only be taken for that particular product when stock is available in our warehouse to be dispatched.

## **5. Consumer rights and our refund policy**

If you wish to return a Product, you can return the Product to us within fifteen days of initial receipt of the Product, provided that it is returned to us in the same condition in which you received it. We will refund the price of the Product to you in full as soon as possible and, in any case, within 30 days of the day we receive the returned Product from you. However, we will not refund the original cost of shipping the item to you and you will be responsible for returning the Product(s) to us immediately, at your own cost and risk. To cancel a Contract, you must inform us in writing and return the item to the address detailed below.

Notify via Email and return the item to the following address:

Nu-Safe Floor Solutions, Inc.  
44 Cummings Drive  
Suite A  
Walton, Ky 41094  
800-316-8220  
Email: [info@bedbugfix.com](mailto:info@bedbugfix.com)

Items returned because they are defective.

Where you return a Product to us because it is defective, we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we

confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us. To cancel a Contract, you must inform us in writing and return the item to the address detailed above.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## **6. Warranty and limitation of liability**

We warrant to you that any Product purchased through our sites is of satisfactory quality and reasonably fit for all the purposes for which products of that kind are commonly supplied.

All other express or implied terms, conditions, warranties or representations with regard to the Products, this website or any information or service provided by us through this website are excluded to the fullest extent permitted by law.

Our liability for losses you suffer as a result of buying the Product(s) is strictly limited to the purchase price of the Product you purchased.

This provision does not in any way exclude or limit our liability for death or personal injury caused by our negligence, for fraud or for fraudulent misrepresentation or for any other matter for which it would be illegal for us to exclude or limit, or attempt to exclude or limit, our liability.

We accept no liability for any failure to deliver, or for any delay in delivering, the Product, nor for any defect or damage to the Product that is caused by circumstances beyond our reasonable control.

## **7. Import duty**

If you order Products from our sites for delivery outside the United States, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes and we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable for any breach by you of any such laws.

## **8. Written communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on

our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **9. Notices**

All notices given by you to us must be given to Nu-Safe Floor Solutions, Inc. , 44 Cummings Drive, Suite A, Walton , Ky 41094, \* 800-316-8220 or all non-legal notices) or EcoHygenics, LLC, 257 N.. Orlando Av., Cocoa Beach, Fla. 32931 (for all legal notices). We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or five days after the date of posting of any letter.

## **10. Transfer of rights and obligations**

The contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **11. Force majeure**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control, including but not restricted to, strikes, lock-outs, riot, terrorist attack, war, fire, explosion, natural disaster, impossibility of the use of public or private transport or public or private telecommunications networks or the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the force majeure event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable efforts to bring the force majeure event to a close or to find a solution by which our obligations under the Contract may be performed despite the force majeure event.

## **12. Waiver**

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default.

### **13. Severability**

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority or jurisdiction to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

### **14. Entire agreement**

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

### **15. Our right to vary these terms and conditions**

We may amend these terms and conditions at any time and any revised version will be effective immediately that it is displayed on our sites. You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Shipment Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

### **16. Language**

This agreement is drafted in the English language. If this agreement is translated into any other language, the English language text shall prevail.

### **17. Law and jurisdiction**

Contracts for the purchase of Products through our site will be governed by United States, the State of Florida and any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdiction of the Circuit Court in Brevard County Florida or the United States District Court, The Middle District of Florida.