

Chrome Battery Terms and Conditions

INTRODUCTION

This agreement contains the complete terms and conditions that apply to you in joining, buying, bidding, selling and all other activities you will conduct on our website, www.chromebattery.com. By using or shopping this on this website, you agree to be bound by its terms of use and shall comply thereof. This agreement describes and encompasses the entire agreement between Chrome Battery and you, the consumer, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the site, the content and computer programs provided by or through the site, including the subject matter of this agreement. Amendments to this agreement can be made and effected by us from time to time without notice. Agreement posted on the site reflects the latest agreement, and you should carefully review all terms and conditions prior to using our site.

USE OF THIS SITE & PROHIBITIONS

Chrome Battery provides an online retail store for purchasing batteries. However, you are prohibited to do the following acts, to wit: (a) use our sites, including its services and/or tools if you are not able to form legally binding contracts, are under the age of 18 or are temporarily or indefinitely suspended from using our sites, services or tools; (b) posting of items in inappropriate category or areas on our sites and services; (c) collecting information about users' personal information; (d) maneuvering the price of any item or interfering with other users' listings; (f) posting false, inaccurate, misleading, defamatory or libelous content; (g) taking any action that may damage the rating system.

For you to complete the sign-up process on our site, you must provide your full legal name, current address, valid email address and any other information needed in order to complete the signup process. You must qualify that you are 18 years or older and are responsible for keeping your password secure and for all activities and content that are uploaded under your account. You must not transmit any worms or viruses or any code of a destructive nature.

PAYMENT PROCESSING

Chrome Battery has the sole discretion to provide the terms of payment. Unless otherwise agreed, payment must first be received by Chrome Battery prior to acceptance or fulfillment of any order. Payment for all products shall be made by credit card or Paypal and are due and payable immediately upon placing an order on this site. Chrome Battery has the discretion to cancel or deny orders. Chrome Battery is not responsible for pricing, typographical or other errors in any offer by Chrome Battery and reserves the right to cancel any order arising from such errors.

REFUND POLICY

We do not have to provide a refund if you have changed your mind about a particular purchase, so please choose carefully. If the goods are faulty, we will meet our obligations under the applicable laws and honor our 60-Day Money Back Guarantee.

RISK OF LOSS

All items purchased from our website are made pursuant to a shipment contract. The risk of loss and title for such items pass to you upon our delivery to the carrier.

PRODUCT PRICING & DESCRIPTIONS

The List Price displayed for products on our website represents the full retail price listed on the product itself, suggested by the manufacturer or supplier or estimated in accordance with standard industry practice; or the estimated retail value for a comparably featured item offered elsewhere. The List Price is a comparative price estimate, and may or may not represent the prevailing price in every area on any particular day. For certain items that are offered as a set, the List Price may represent "open-stock" prices, which is the aggregate of the manufacturer's estimated or suggested retail price for each of the items included in the set. In cases of mispriced items on our website in which the item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. We do not warrant that product descriptions or other content of this site is accurate, complete, reliable, current or error-free. If a product offered in our website is not as described, your sole remedy is to return it in unused condition.

EDITING, DELETING AND MODIFICATION

We may edit, delete or modify any of the terms and conditions contained in this agreement, at any time and in our sole discretion, by posting a notice or new agreement on our site. Your continued participation as a customer on our site will constitute binding acceptance of any changes made to these terms and conditions.

ACKNOWLEDGEMENT OF RIGHTS

You hereby acknowledge that all rights, titles and interests, including but not limited to rights covered by the Intellectual Property Rights, in and to the site, and that You will not acquire any right, title, or interest in or to this website except as expressly set forth in this Agreement. You will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of our services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the website or proprietary information related thereto.

FRAUD

Fraudulent activities are highly monitored in our site and if fraud is detected through our website, Chrome Battery shall partake in all remedies available to correct issues that may arise; however the consumer shall be responsible for all costs and legal fees arising from these fraudulent activities.

WARRANTY DISCLAIMER AND LIMITATIONS OF LIABILITY

We will not be liable for indirect, special, or consequential damages, or any loss of revenue, profits, or data, arising in connection with this Agreement or the Program, even if we have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed \$2,000 or the total price of the subject products paid or payable to you whichever is less. We make no express or implied warranties or representations with respect to the Program or any products sold and offered in our website (including, without limitation, warranties of fitness, merchantability, non-infringement, or any implied warranties arising out of a course of performance, dealing, or trade usage). In addition, we make no representation that the operation of our site will be uninterrupted or error-free, and we will not be liable for the consequences of any interruptions or errors. This site and its information, contents, materials, products and services are provided on an "as is" and "as available" basis. You understand and agree that your use of this site is at your own risk.

CONFIDENTIALITY

You agree not to disclose information you obtain from us and or from our clients, advertisers and suppliers. All information submitted to Chrome Battery by an end-user customer pursuant to any Program is proprietary information of Chrome Battery and such information will remain the property of Chrome Battery. All customer information is considered confidential and will not be disclosed to any third-party. Chrome Battery agrees not to reproduce, disseminate, sell, distribute or commercially exploit any such proprietary information in any manner.

NON-WAIVER

Failure of Chrome Battery to insist upon strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that we may have, nor shall it be construed as a waiver of any subsequent breach of the terms, conditions or covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect. No waiver by either party of any breach of any provision hereof shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the substantive laws of Indiana, without any reference to conflict-of-laws principles. Any dispute, controversy or difference which may arise between the parties out of, in relation to or in connection with this Agreement is hereby irrevocably submitted to the exclusive jurisdiction of the courts of Indiana, to the exclusion of any other courts without giving effect to its conflict of laws provisions or your actual state or country of residence.

The entire agreement between the parties with respect to the subject matter hereof is embodied on this agreement and no other agreement relative hereto shall bind either party herein. Your rights of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this Agreement, without liability to Chrome Battery; however, we may assign this Agreement to any person at any time without notice. In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.