

Unique Payment Solutions Terms and Conditions

These terms and conditions apply to the viewing, purchasing and sale of products through www.uniquemovingsolutions.com (the "site"). By viewing this site, placing an order or completing a purchase, you agree to be bound by and accept these terms and conditions.

Ownership of Materials, Trademarks and Copyright - The information contained in this site including all images, designs, photographs, text and other materials (the "contents") are copyrights, trademarks, or other intellectual property owned or licensed by Unique Moving Solutions or its affiliates, or are the property of their respective owners. The contents of this site may not be copied, republished, downloaded, transmitted, mirrored or reproduced without the prior written permission of Unique Moving Solutions or the applicable copyright owner.

Limitation of Liability - Unique Moving Solutions will not be liable for any indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory, including without limitation loss of profits, loss of business, or other economic damages. Unique Moving Solutions is not responsible for delays in delivery which result from any circumstances beyond its control. Unique Moving Solutions aggregate liability shall not exceed the purchase price paid for any products purchased through this site, or, if no such products were purchased, twelve dollars (\$12.00).

Pricing and Specifications - All information regarding pricing, products and services is subject to change. Unique Moving Solutions reserves the right to make adjustments to pricing and products for reasons including, but not limited to, changing market conditions, discontinuation, unavailability, manufacturer price changes and errors in advertisements. Prices listed are net and do not include shipping charges, handling fees, taxes and/or duties or special crating requirements for export shipment. Those customers who claim exemption from taxes or duties are responsible for providing Unique Moving Solutions with the necessary documentation at the time of purchase or taxes will be added to their order. Unique Moving Solutions strives to maintain prices at the lowest level. Occasionally, prices change without notice due to circumstances beyond our control.

Shipping - Most products are shipped F.O.B. point of origin from the nearest Unique Moving Solutions warehouse to your location. UPS is used whenever possible. However, should your order exceed UPS size or weight limits, "Common Carrier" will be selected to expedite delivery. For rush shipments, please request Fed Ex, UPS Air; Next Day, 2nd or 3rd day or Freight Collect. All shipping charges are prepaid by Unique Moving Solutions and added to the customer's invoice unless you choose to be billed freight collect. A \$1.50 handling fee will be added to shipping charges. Any additional charges for services requested by the customer, including but not limited to inside delivery, special routing, residential delivery or pre-delivery notification must be paid by the customer.

Inside Delivery - Please specify if you need inside delivery when placing your order. UPS does not charge for this service. However, there may be a charge when using a freight carrier.

Returns - Please contact customer service at 1-800-359-5031 Customers will be responsible for shipping charges on cancelled orders. Due to their nature, custom and made-to-order products cannot be accepted for return unless the product was initially defective. If a product is damaged during delivery to you via a freight carrier, note the damage on the carrier's delivery receipt and request an inspection report on the damaged shipment from the carrier to be forwarded to you within 10 business days.

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Forward the inspection report and original packing list to Unique moving solutions and we will file a claim on your behalf and immediately replace the damaged item(s). If a product is damaged during delivery to you via UPS or Parcel Post, you must note the extent of the damage on the back of the packing list. Once complete, forward the form to Unique Moving Solutions and hold the damaged materials for disposition instructions.

Warranties - Customers acknowledge that Unique Moving Solutions is not the manufacturer of any of the products purchased hereunder. Any warranty with respect to the products must come from the manufacturer. Unique Moving Solutions will pass through to customers any applicable warranties of the manufacturer to the extent permissible. Notwithstanding anything to the contrary, Unique Moving Solutions liability is limited to the replacement value of the products purchased from this site.

Unique Moving Solutions and its affiliates hereby expressly disclaim all warranties either express or implied, related to products, including, without limitation, any warranty of merchantability or fitness for a particular purpose, or warranty of no infringement. This disclaimer does not affect the terms of the manufacturer's warranty, if any.

Payment Terms - For those customers with established Unique Moving Solutions credit, payment terms are net 30 days from the date of invoice. In addition, Unique Moving Solutions accepts all major credit cards or check by phone at the time of order.

Applicable Law - This site is controlled by us from our offices within the State of New York, United States of America. By accessing this site you agree that the laws of the State of New York, without regard to conflicts of laws principles, will apply to all matters relating to the use of this site and the purchase of products available through this site. **Any litigation will be brought exclusively in NY County, New York and customer consents to the jurisdiction of the Federal and State Courts located therein, submits to the jurisdiction thereof and waives the right to change venue.**

Entire Agreement – These terms and conditions constitute the entire agreement and understanding between you, the customer, and Unique Moving Solutions concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto, including any oral statements made by Unique Moving Solutions representatives or any alternate terms supplied by you to Unique Moving Solutions unless otherwise agreed to by Unique Moving Solutions in writing. To the extent that anything in or associated with site is in conflict or inconsistent with these terms and conditions, these terms and conditions shall take precedence.