

## **Terms and Conditions MMC Depot**

These terms and conditions apply to the viewing, purchasing and sale of products through [www.mmcdepot.com](http://www.mmcdepot.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 MMC Depot 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 MMC Depot or the applicable copyright owner.

### **Limitation of Liability**

MMC Depot 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. MMC Depot is not responsible for delays in delivery which result from any circumstances beyond its control. MMC Depot's aggregate liability shall not exceed the purchase price paid for any products purchased through this site, or, if no such products were purchased, ten dollars (\$10.00).

### **Pricing and Specifications**

All information regarding pricing, products and services is subject to change. MMC Depot 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 MMC Depot with the necessary documentation at the time of purchase or taxes will be added to their order. MMC Depot 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 MMC Depot 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 UPS Air; Next Day, 2nd or 3rd day or Freight Collect. All shipping charges are prepaid by MMC Depot 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.

MMC Depot will ship your order via UPS. Our negotiated low rates ensure that any shipping charges will be low. Metro Denver/Boulder customers enjoy free shipping on orders greater than \$350. Of course, there are no shipping costs on will call orders.

### **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**

All unused products in the original packaging can be returned within 10 days. All returns must be issued a Return Authorization Number in order to receive credit. Returns might be subject to a 20% restocking charge.

### **MMC Depot Delivery**

MMC Depot is headquartered in Denver Colorado, so delivery by truck is currently available throughout the Denver metropolitan areas. For customers in other states, MMC Depot has negotiated the best possible shipping rates with UPS so that deliveries can be made both expeditiously and economically. MMC Depot is planning satellite distribution centers coming soon on the west and east coasts to accommodate more efficient deliveries to dispensaries in states in those regions.

### **Warranties**

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

**MMC Depot 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 noninfringement. This disclaimer does not affect the terms of the manufacturer's warranty, if any.**

**Payment Terms**

For those customers with established MMC Depot credit, payment terms are as per credit agreement. In addition, MMC Depot accepts all major credit cards by phone at the time of order, or check at MMC Depot warehouse. COD is only available for those orders picked up at the MMC Depot warehouse or when order is delivered in metro area by MMC Depot Delivery.

**Applicable Law**

This site is controlled by us from our offices within the State of Colorado, United States of America. By accessing this site you agree that the laws of the State of Colorado, 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 Adams County, Colorado 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 MMC Depot concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto, including any oral statements made by MMC Depot representatives or any alternate terms supplied by you to MMC Depot unless otherwise agreed to by MMC Depot 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.