



GENERAL TERMS AND CONDITIONS

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1. Reservation of Rights.

The Bird Dog Virtual Software Products Website (the Website) is offered at the sole and exclusive discretion of Bird Dog. Bird Dog may, among other things, terminate or suspend offering access to the Website; withdraw, limit, modify or cancel any products in the Website; change membership requirements for Bird Dog.; and modify these Guidelines, and/or the Bird Dog Terms of Service at any time. You agree that Bird Dog will not be liable to you or any third-party for any modification, suspension or discontinuance of the Website.

2. Member ID, Password and Security PIN.

If you are already a validly registered member of UNIFUSE.com, you can login into the BIRD DOG. Website by using your Member ID and Password. You are responsible for maintaining the confidentiality and security of your User ID and Password and for all activities that occur under your Member ID and Password. You agree to notify BIRD DOG immediately of any unauthorized use of your membership, account, or any other breach of security known to you.

3. Privacy Policy.

You acknowledge, understand and agree that BIRD DOG will NOT disclose to third parties personally identifying information (including, but not limited to, your name, postal address, email address, telephone number, and credit card information) provided by you as part of the Membership registration process or as part of the Website purchase process. In order to permit BIRD DOG to protect its reputation, owners, investors, parent, subsidiaries, partners, agents, employees, officers, affiliates, and members, you hereby consent to BIRD DOG. or its designated agent being able to access, investigate and review your account and records, without prior notice to you, on a case by case basis to investigate allegations of fraud, illegal or misleading activity, security breach, misuse, or abuse.

4. Fraud and Abuse.

Fraud or abuse relating to the purchase of products may result in the termination or suspension of Membership. You are entirely responsible for maintaining the confidentiality of your Password and for any fraudulent use of your account that occur due to the theft of or sharing of your Password. You agree to notify BIRD DOG immediately of any unauthorized use of your account, Password or any other breach of security known to you.

5. Limitation of Liability, Warranty Disclaimers, Indemnity and Release.

UNDER NO CIRCUMSTANCES SHALL BIRD DOG. BE LIABLE TO YOU OR ANY THIRD PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF BIRD DOG. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM THE USE OR INABILITY TO USE THE BIRD DOG. WEBSITE OR ANY OTHER PROVISION OF THESE GUIDELINES. THE WEBSITE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND OR NATURE. YOU USE THE WEBSITE AT YOUR SOLE RISK AND BIRD DOG. EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITATION, BIRD DOG. MAKES NO WARRANTY THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS, THAT THEY WILL BE UNINTERRUPTED, TIMELY, SECURE, RELIABLE, AVAILABLE, OR ERROR-FREE, THAT THE RESULTS AND PRODUCTS OBTAINED FROM THE USE OF THE WEBSITE WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS OBTAINED VIA THE WEBSITE WILL MEET YOUR EXPECTATIONS. PLEASE NOTE THAT NO ADVICE OR INFORMATION OBTAINED BY YOU FROM BIRD DOG. OR THROUGH THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE GUIDELINES. YOU AGREE THAT ALL DISPUTES THAT CANNOT BE RESOLVED BETWEEN THE PARTIES, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE WEBSITE, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

You accept all responsibility for, and hereby indemnify and hold harmless BIRD DOG., its owners, investors, parent, subsidiaries, partners, agents, employees, officers and affiliates, from and against, any actions taken by any user authorized to use your account, including by not limited to disclosure of Passwords to third parties. By using the Website, you release BIRD DOG. and its owners, investors, parent, subsidiaries, partners, agents, employees, officers and affiliates from all liability regarding use of the Website and use of products.

6. Disclaimers.

BIRD DOG uses diligent efforts to maintain the Website, but BIRD DOG is not responsible for any defects or failures associated with the Website or any damages that may result from any such defects or errors. BIRD DOG does not endorse any Third-Party Product made available or offered via the Website. In addition, BIRD DOG does not provide any assurance, warranty or guarantee of any kind or nature that you will be satisfied with any Third-Party Product. BIRD DOG has not taken any steps to confirm or ensure the accuracy or reliability of any of the information provided by third parties via the Website or the third parties' Websites. BIRD DOG advises you to exercise

your own judgment and investigate as you deem necessary before proceeding with any purchase of a Third-Party Product.

7. Promotions.

Bird Dog reserves the right to terminate all and any promotions and or discounts that are published on the website at any time before, during or after an order is placed. We will do our best to honor all discounts and promotions for all orders, but reserve the right to notify our customers if we are unable to do so. Bird Dog may change the price of any product on the website without any prior notification. Discounts and Promotions that are published on the website apply only to web orders.

8. Governing Law; Jury Trial.

These Guidelines shall be governed by and construed in accordance with the laws of the State of Virginia, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Virginia, and you hereby consent and submit to personal jurisdiction of such courts for the purposes of litigating any such action. YOU KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS YOU HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THE WEBSITE.

SALES TERMS AND CONDITIONS

Sales to Consumers:

Unifuse is a commercial/industrial supplier, however we welcome sales to consumers. Please be aware though, that there are some important differences in our products, and the way that we sell them, from your typical consumer plastics retailer. Generally, commercial and industrial grade products are tough and durable, but they sometimes lack the level of aesthetic finish that we are accustomed to in products developed for consumers. Also, because we operate at lower profit margins, and because we are set up to serve business who generally know exactly what they want, we do not offer as generous a returns policy as more consumer oriented suppliers – see **Returns** below.

Warranty:

Unifuse manufactures most of its own products with 100% virgin LLDPE. We and our suppliers are totally committed to our customer's satisfaction. We stand by the quality of all our merchandise. Please see the Warranty page for further details.

Shipping and Freight:

Please note that while we do our best to get you the most accurate shipping and freight rates during the checkout process, from time to time it is possible that the actual shipping or freight rates may

differ. After an order is received, a customer service representative thoroughly reviews each order and will contact you if there are any differences.

Special Shipping: In the case of web orders with special shipping requests, such as, but not limited to, "You will pick up the products from our Clintwood, VA facility" or when you "Select this option if you want to use your shipping account" you will be notified when the products are ready. It is your responsibility to ensure that you have provided us with accurate phone number and / or email address at the time of your order so that we can reach you. Should there be a problem with the shipping account information you provided, or you cannot pick up the products, extra charges will apply for shipping. Once we complete your order, you have ten (10) business days to either pick up the products, provide us with a usable shipping account or pay the shipping charges. Past the ten (10) business days, your order may be subject to a 5% weekly storage fee. After thirty (30) days, Unifuse reserves the right to cancel your order without a refund.

Order Cancellation:

It is extremely difficult for us to cancel an order once it has been placed into production. If you would like to cancel an order that has been placed, please notify us as soon as possible by phone call 276-926-6464 or please [contact us by using this form](#).

If we have not yet processed your order, we will try to cancel it at no charge to you – however, once your order has been entered into our system, it may be cancelled prior to shipment, but it will be subject to our 25% restocking fee.

Returns:

We cannot accept returns after 30 days from the ship date. A 25% restocking charge will be assessed on all returned items. Products must be in saleable condition and unused.

A Returned Merchandise Authorization (RMA) number must accompany all items sent back to Unifuse, regardless of the reason for return. Please [contact us by using this form](#) for return authorization. Please mark the outside of the package with the RMA number so that you will get proper credit. Any products which are returned to us without an RMA will be assessed a non-RMA fee of \$20.

All products returned must be shipped to: Unifuse, Attn: Returns, 204 Little Six Lane Clintwood, VA 24228

General:

Although we do our best to represent our product descriptions and prices fairly, we do make mistakes. In these cases, we reserve the right to cancel any order and refund the customer's money as a full remedy.