

# Terms and Conditions

## 1. General Terms and Conditions:

All Backshop designs are the sole property of The Backshop and our vendors. They are under our complete discretionary control. The Backshop and our vendors reserve all rights in any and all designs supplied.

The purchase of any drawings or design materials allows the buyer the right to produce one design for the buyer's exclusive non-commercial use. Use of design materials for other items (excluding special or replacement parts for the original design) is prohibited. Use in any other way is subject to separate negotiation and fees.

## 2. Prices:

All prices are subject to change without notice. Errors in prices, photographs and typos are subject to correction. The Backshop also reserves the right to change designs, specs, and materials without notice.

## 3. Payment:

Only payment in U.S. funds will be accepted.

A negotiated deposit is required for orders of all The Backshop finished tender tanks, complete locomotive kits, and finished boilers. Please send a check or money order with your order. You may also use VISA or MasterCard. Orders with a balance due will not be shipped until payment is made in full. We will NOT ship any orders COD.

## 4. Shipment:

Within the Continental United States The Backshop ships using FED-EX and USPS ground delivery. If you send a check or money order with your order, shipping will be by freight collect, which means shipping fees will be payable to the carrier at the time of delivery. If payment is made using a credit card the shipping fee will be included in the amount charged to your account at time of shipment. Orders shipping outside the Continental United States will be only on a pre-paid shipping cost basis. Orders over 150 pounds and/or over the USPS size limits will be shipped via truck freight collect.



Catalogs are sent via third class mail. First class and priority mail, or commercial delivery mail, will be charged at cost.

Orders can be expedited quicker if needed. The Backshop offers FED-EX and USPS overnight or second day delivery at an additional cost.

## 5. Liability:

The Backshop will not be liable for loss or damage of any kind due to causes beyond our control. This includes any delay or failure to deliver on account of accident, labor problems, acts of civil or military activity, and acts of God – including fire, flood and natural disasters.

## 6. Guarantee:

Any castings which are found to be defective, after inspection **by The Backshop**, will be guaranteed to be replaced.

## 7. Returns:

All product must have an RA (return authorization) supplied by The Backshop before return.

**All products approved for return may be subject to a 25% restocking and service fee.**

Custom product (product cut or built to order), catalogs and/or drawings are not subject to return for credit under any circumstances. All return shipments must be sent prepaid and product must be properly packaged to reach The Backshop without damage.

8. NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, OR OTHERWISE, OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE WHICH ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES SHALL APPLY TO PRODUCTS SOLD BY US, AND NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OWNER OF THE COMPANY.

## 9. Severability:

In the event any provisions herein shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect and be binding on the parties.



## **10. Limitations:**

Any claim or suit against The Backshop must be brought within one year of the date the claim arose, or the claim shall be barred.

## **11. Acceptance:**

Any order and/or purchase of any The Backshop products will be deemed acceptance of all terms and conditions as stated above.

