

We'd like to make sure your experience on the Davison's Butcher Supply Site is a pleasant and productive one. THESE POLICIES ARE FOR BOTH WWW.DAVISONSBUTCHER.COM AS WELL AS IN STORE PURCHASES!!!

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS SITE. BY USING THIS SITE AND/OR PLACING AN ORDER EITHER VIA SHOPPING CART OR TELEPHONE, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN DO NOT USE THIS SITE. THERE ARE PLENTY OF OTHER COMPANIES THAT SELL THE SAME PRODUCTS WE DO.

Our shopping cart "does not" process your credit card immediately. Your order is put into a "secure server" for review. Any necessary changes will be made to your order prior to your credit card being charged. (For example if the item you are purchasing shows "Free Shipping" and a shipping charge shows up in the shopping cart, don't be concerned because when we review your order the shipping charges will be removed.)

PRODUCT WARRANTY

Davison's Butcher Supply, Inc. prides itself at providing the best quality products and service. Davison's Butcher Supply, Inc. warrants that all the products it sells are free from manufacturing defects. Any defective product received by the end user will be exchanged for a non-defective, identical product or money back at Davison's Butcher Supply's discretion. This offer is limited to the duration and parameters of the manufacturer's warranty; and applies to the product only. Davison's Butcher Supply, Inc. is not liable for any other expense - shipping or otherwise - incurred by the end user for exchanging a product. Davison's Butcher Supply, Inc. does not warrant that a product will meet all the specific needs of its end user; nor that a product will perform beyond or outside the intended use of its design. Davison's Butcher Supply, Inc. is not responsible for occasional typographical errors on the website. Manufacturers' order processing time and product availability are beyond the control of Davison's Butcher Supply, Inc. Any projected shipment dates provided by Davison's Butcher Supply, Inc. are estimates only. Davison's Butcher Supply, Inc. cannot be responsible for the date a product actually ships out of the manufacturer's door. Claims for damage, defect or error must be made within 5 days of receipt of your order. Concealed damage is very difficult to resolve and is the responsibility of the "buyer". We suggest that whoever receives a shipment inspects the packaging "BEFORE" signing for the delivery. Any damage noticed should be clearly marked on the delivery receipt with the driver acknowledging this notation. If the shipment cannot be inspected at time of delivery we strongly suggest that the receiver make the following notation on the delivery receipt: "NO VISIBLE DAMAGE" SUBJECT TO INSPECTION". It is the freight company's responsibility to deliver all shipments in good condition. Davison's Butcher Supply will not be held responsible for any shipment that is delivered without inspection. Any claims for damages MUST be filed with the delivering freight line by the buyer (NOT Davison's Butcher Supply).

All equipment is covered by the manufacturer's original warranty. These warranties will differ by manufacturer. We will gladly handle any warranty issues for you, however you must return equipment to us "at your expense". Upon completion of any warranty work we return the equipment to you at "no cost" for shipping. If you wish to handle any warranty issues on your own you may do so, however we "CANNOT" reimburse you for any labor charges. Defective warranty related parts will be replaced at "no charge" during the warranty period.

Any equipment that is sold in the U.S. and then taken outside of the Continental 48 States the machine's warranty is VOIDED!!!

Damage Shipping Policy

In keeping with good customer service, Davison's Butcher Supply, Inc. will assist its customer in pursuing a remedy with the carrier in whose custody a product was damaged or with the manufacturer who shipped the product. However, such remedy is solely at the discretion of the carrier or manufacturer.

RETURN POLICY

Due to the nature of our business, Davison's Butcher Supply, Inc. maintains an "**All Sales Are Final**" policy. The end user needs to acquire a Return Authorization from the customer service department at Davison's Butcher Supply, Inc. The defective product then needs to be shipped in its original packaging to the location provided by the customer service department at Davison's Butcher Supply, Inc. No return shipments will be accepted by Davison's Butcher Supply, Inc., or by the manufacturer without the original packaging and Return Authorization. - By purchasing from this site you understand that you will not dispute any shipping charges that were made to you. Or Will Not Return Any Items that Were Ordered Incorrectly!!!

If the customer no longer wants machine, Davison's Butcher Supply recommends to try and sell it on Ebay, Craig's List, etc... **WE DO NOT ACCEPT RETURNS ON EQUIPMENT!!!**

No returns are accepted on Equipment that are purchased through Equipment Leasing Companies. Enter at your own risk when purchasing equipment through finance institutions!! There are no exceptions to this.

In some cases the sales department at Davison's Butcher Supply, Inc. may arrange an exchange with the manufacturer for an alternative product. Once received in satisfactory condition by the

manufacturer, the original product will be refunded, minus a restocking fee up to 30%, and the end user will be billed for the replacement product. The original product must be returned in "As New" condition, in the original packaging and with a Return Authorization provided by the customer service department at Davison's Butcher Supply, Inc. Any returned item that does not meet all three conditions will be considered the property of the end user; and will be shipped back to the end user at the end user's expense. No credit will be provided for any product returned that does not meet all three conditions. Credits are issued in the form of Davison's Butcher Supply store credit and must be used within 12 months from the date of the credit. This credit can be used towards future purchases with Davison's Butcher Supply, Inc. within the time frame specified above. Absolutely no returns on **SPECIAL ORDER** equipment, parts, and/or supplies are allowed. Please also note that all returns to Davison's Butcher Supply are in the form of **Store Credit "ONLY"**. Also any and all returns forfeit the original shipping costs you may have been charged!!! No items that have been taken overseas maybe returned ever! We also do not accept return, exchanges or machines return for consignment if you purchase a machine and use it other than what the original mfg inteded the machine to do!!!

THERE IS NO RETURNS ON USED OR REFURBISHED EQUIPMENT. ALL SALES ARE FINAL. IF YOU ARE LOCAL CUSTOMER WITHIN 50 MILES WE WILL GIVE YOU A 90 DAY WARRANTY TO HELP FIX YOUR MACHINE. NO RETURNS ALLOWED ON USED EQUIPMENT!!!

IF WE Accept for you to Return your Items. YOU MUST MAKE A RETURN SENT BY UPS, FEDEX OR USMAIL. BUT IT MUST BE SENT SIGNATURE REQUIRED. WE ARE NOT RESPONSIBLE IF YOU RETURN ITEMS AND DO NOT SEND SIGNATURE REQUIRED!!!

ALSO WE DO TAKE THREATS KINDLY IF YOU THREATEN US WE WILL SUE YOU TO FULLEST EXTENT OF THE LAW!!!

RESIDENTIAL TRUCK DELIVERY

Free shipping promotions for Truck shipments are to commercial locations only. Delivery to residential locations could incur additional charges. Additional charges will be added to invoice as required.

SHIPPING DETAILS

Charges for shipping usually includes inside delivery (For UPS and FedEx orders 70 lbs or less). For freight shipments (common carrier and other shipments over 70 lbs), shipping includes dock-to-dock delivery in the USA 48 contiguous states. If there is no Dock @ the Business or Residence, your items will be delivered to the curb. Lift gate and inside delivery could incur additional charges that will be charged to the customer. If "prior notice" or "24 hour notification" is requested on shipments, additional charges may be applied. All freight charges shown on our shopping cart are ?APPROXIMATE?. Most small items will be shipped via UPS ground. All UPS deliveries to residential addresses WILL BE HIGHER. Heavier items will be shipped via Common Carrier. Shipping charges for items shipped via Common Carrier ARE NOT LISTED on our shopping cart due to the wide variety of F.O.B. points and rates charged by freight companies. We always try to find the lowest possible cost for these deliveries. Please note that all shipment are sent out as "Signature Required" this means you must be home or @ work to sign for this package. If you are not at home UPS will attempt 3 times. After the 3rd Delivery Attempt you will be responsible for return shipping charges and as well as a new shipping charge if you would like to send the product back. Please note that if you are not at home or work when product is delivered and it is returned to us and you decide you want a refund you will loose the original shipping amount. And the items that are returned are subject to a 30% restocking fee. Please also note all orders that are received before 12pm (PST) are shipped out same day IF the item is in stock.

This means Any Next Day Air, 2nd Day Air or 3 Day Select Shipping is from actual ship date. This Means Even though you pay for Next Day, Second Day, or 3 Day Select. It could show up a week or two later. Since it's Next Day, 2nd Day or 3 Day Select from actual Ship Date. Please Call Us to Verify. Actual Ship Date If you are in a Hurry!!!

If your order is place after 12pm (PST) it will not be possible to ship out your order that day!!! We DO NOT OFFER SATURDAY DELIVERY!!! Please also be aware there are U.S. Holidays that UPS does NOT work on and if you purchase special delivery options IE: Next Day, 2nd Day, or 3 Day Select. Remember they do not delivery on holidays!!! Rule of thumb if the bank is closed you are probably not going to get a delivery! You can always call us after you place your order, if it's during company hours we can let you know the status of any shipment! If it is after hours please contact us via email @ davbutsup@gmail.com and we will get back to as early as we can or typically on the first business day after you emailed us.

LINKS

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In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by Davison?s Butcher Supply of that third party or of any product or service provided by a third party.

PRODUCT AND SERVICES INFORMATION

Prices and availability may vary. *Prices shown on the Site apply to the products and services on the Site and may change at any time without notice.* We attempt to display all products shown on the Site in an accurate manner, however, because of the technical differences in the equipment of our customers, we cannot be responsible for photographic differences in size, shape and color of the products. We reserve the right to limit the quantity of any item sold, or prohibit a sale altogether, including but not limited to prohibiting sales to resellers.

DISCLAIMERS AND INDEMNITY

By using the Site and/or posting Materials, you agree to indemnify the Davison's Butcher Supply, its officers, directors, employees, successors, agents, distributors, and affiliates for any and all claims, damages, losses, and causes of action (including attorneys' fees) arising out of or relating to your breach or alleged breach of this agreement (including without limitation, claims made by third parties for infringement of intellectual property rights), or for any content that is provided by you (or through your user I.D. and/or password). You agree to cooperate as fully as reasonably required in the defense of any claim. Davison's Butcher Supply reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

The information contained in this Site is for general guidance on topics selected by Davison's Butcher Supply. Such information is provided on a blind-basis, without any knowledge as to your industry, identity or specific circumstances. The application and impact of relevant laws will vary from jurisdiction to jurisdiction. There may also be delays, omissions, or inaccuracies in information contained in this Site. The information on this Site is provided with the understanding that Davison's Butcher Supply and various authors and publishers' providing such information are not engaged in, and that providing such information does not constitute the rendering of legal, accounting, tax, career or other professional advice or services. As such, information on this Site should not be relied upon or used as a substitute for direct consultation with professional advisors.

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LIMITATION OF LIABILITY

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JURISDICTION

The Davison's Butcher Supply operates the Site from its offices within the United States. Davison's Butcher Supply makes no representations that content and materials on the Site are legal or appropriate for use from outside the United States. If you choose to access the Site from other locations, you do so at your own risk and are responsible for compliance with any and all local laws. You may not use the Site in violation of U.S. export laws and regulations.

This Agreement will be governed by and construed in accordance with the laws of the State of California, as it is applied to agreements entered into and performed therein, and excluding (i) the United Nations Convention on Contracts for the International Sale of Goods; (ii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iii) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. Any action brought to enforce this Agreement or matters related to the Site will be brought in either the State or Federal Courts of the State of California provided, however, that notwithstanding anything contained in this Agreement to the contrary, Davison's Butcher Supply shall have the right to institute judicial proceedings against you or anyone acting by, through or under you, in order to enforce Davison's Butcher Supply's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief. Any claim or cause of action you have with respect to use of the Site must be commenced within one (1) year after the claim arises. If any provision of this Agreement is deemed void, unlawful, or otherwise unenforceable for any reason, that provision will be severed from this Agreement and the remaining provisions of this Agreement will remain in force. This Agreement constitutes the entire agreement between you and the Davison's Butcher Supply concerning your use of the Site, and the Agreement will not be modified, except in writing, signed by both parties.

COMMENTS, COMPLAINTS AND QUESTIONS

Davison's Butcher Supply welcome your feedback about the Site. However, any comments, ideas, notes, messages, suggestions or other communications sent to the Site shall be and remain the exclusive property of Davison's Butcher Supply, and we may use all such communications in any manner, including reproducing, disclosing and publishing such communications, all without compensation to you.

**THESE POICIES ARE FOR ONLINE, PHONE ORDERS, AND ORDERS MADE IN PERSON @
DAVISON'S BUTCHER SUPPLY LOCATION IN SOUTHERN CALIFRONIA**

May 18th 2019