

# TERMS AND CONDITIONS

## PREAMBLE

- Whereas, RV Cooling Unit Warehouse LLC is a company and online and e-commerce platform; and
- Whereas, “RV Cooling Unit Warehouse”, “RV Cooling Units” and RV Cooling Unit Warehouse LLC are the collective terms for the online platform through which the customers will be able to purchase RV gas absorption refrigeration cooling units, RV parts which include the Fans and other similar products;
- Whereas, these Terms and Conditions have been drafted to provide information regarding rules, regulations, and conditions set by RV Cooling Warehouse LLC (including any of its subsidiaries) for its website and to provide the information through which the customers and buyers can avail of its services; and
- Whereas, throughout the Terms and Conditions, Warranty Policy, Privacy Policy, and other documents the terms such as “we”, “our”, and “us” as well as “RV Cooling Unit Warehouse LLC” have been used to describe the services of RV Cooling Unit Warehouse LLC, Rvcoolingunit2.com, and RV cooling unit warehouse.
- Therefore, after availing, using, or visiting the website of RV Cooling Unit Warehouse LLC the users, customers, consumers and visitors will be assumed to be in consent to these Terms and Conditions as well as any other document from RV Cooling Unit Warehouse LLC.

## **1. TERMS AND CONDITIONS OF RV Cooling Unit Warehouse LLC**

The following Terms and Conditions (“Terms”, “Terms of Use”, and “Terms of Service”) govern all use of our services, online platform and website (collectively called “services” and “website”) called RV Cooling Unit Warehouse LLC. These Terms, as well as our Privacy Policy, posted on RV Cooling Unit Warehouse LLC’s website, shall also be equally applicable and enforced to the offers, services and projects of our website. These terms are primarily directed towards all the users, members, and buyers (“you”, “your”, “user”, “member”) as well as any visitors of RV Cooling Unit Warehouse LLC’s website.

### **1.1. User Agreement**

All the terms in our Terms and Conditions, Privacy Policy, and any other legal document constitute an agreement between you and RV Cooling Unit Warehouse LLC. These terms shall apply to you as a user, visitor or anyone who has used our services or accessed this website. If you are not in agreement with the terms provided on this page or any one of the terms, you may not access the website in whole or in part and you also can not use any of our services.

## **2. CUSTOMER'S ACKNOWLEDGEMENT**

By accessing the RV Cooling Unit LLC website and using any of our services, you confirm that:

- You are a mentally fit person who can form legal contracts.
- You are at least 18 years old.
- It would be your responsibility to return the core to the shipping label provided by us within 14 days of receiving the label.
- You are permitted under the laws applicable to you and any organization which you represent to access our services.

## **3. PAYMENT POLICY ON OUR WEBSITE**

The Payment Policy is applicable for the purchase of products available on our website. This Policy has been compiled in accordance with the rules and regulations. The payment is made according to the prices of the products. Our website uses different payment platforms for providing our eCommerce services therefore, the customers and buyers on our website can pay through all the methods available on RV Cooling Unit Warehouse LLC's website. This includes PayPal, Credit and Debit cards. No other payment method will be accepted unless authorized by the admins or owner of our website. We reserve the right to determine the price of all or any of our product(s).

### **5.2. Cancellations And Limitations Of Products**

We have a right to cancel or limit the quantity of any order for the reasons given below.

1. Limited stock on our products.
2. Change in the National or state regulation.
3. Mistakes in the description, price, or specification of the product.
4. Disruptions due to emergencies, natural disasters, lockdowns, etc.
5. If payment details are found to be stolen, false, or illegal.
6. Illegal or suspicious account activity.

### **5.3. Order Cancellation And Modifications By The User.**

After the order is placed and processed it will not be canceled or terminated. We advise our users to make sure to decide effectively what they are looking for. We

will not be held responsible for any termination or cancellation request after the order has been processed.

#### **4. USER ACCOUNT, LOG IN, AND PASSWORD**

After the account registration, it will be the responsibility of the user to keep the account information confidential. The user alone will be responsible for any activity that happens under his/her/their account whether or not they have authorized it. If any user or account holder of our website has a reason to believe that their account and/or login information has been compromised, they are requested to contact us immediately.

#### **5. INTELLECTUAL PROPERTY AND AVAILABILITY OF SERVICES**

The source code, logos, audio, videos, compositions, words, PDFs or other files, design, videos, samples, layout, graphics, photos, images, information, materials, documents, data, databases, and all other information and intellectual property accessible on or through our website is the property of RV Cooling Unit Warehouse LLC and is protected by intellectual property laws. If you have used a service or subscription or otherwise entered into a separate agreement with us you will also be subject to the terms of that agreement or those terms of service, which shall prevail in the event of a conflict.

##### **5.1. Grant Of Limited License.**

All users and buyers and hereby granted a limited license for the purpose of using our website's services. Users can use the website of RV Cooling Unit Warehouse LLC in accordance with these terms however, they cannot share, sell or lease any form of information, suggestions or advice offered through RV Cooling Unit Warehouse LLC. You affirm, confirm and agree that you will not exploit any portion of our service and you are not authorized to use any of the services unless you have acquired prior written permission from us.

#### **6. REFUND POLICY OF RV Cooling Unit Warehouse LLC**

We offer refunds in a limited manner. Please make sure to read our Refund Policy and Return Policies.

#### **7. THIRD-PARTY LINKS**

There may be the presence of third-party links through our website whether by us or by other members. These links may lead you to websites, clients, and platforms outside of the website. The links that you may choose to view and follow are at your own risk. RV Cooling Unit Warehouse LLC takes no liability for any linked sites or their content which may change without notice. Any link to any other platform or website does not imply that RV Cooling Unit Warehouse LLC endorses or accepts any responsibility for the content, safety, reliability, or quality of the materials provided by such platform or website.

#### **8. WAIVER AND INDEMNIFICATION**

By joining and using the website and RV Cooling Unit Warehouse LLC, you are agreeing to terminate all liability for losses you may suffer. You are also agreeing that you fully and completely hold harmless, indemnify and release RV Cooling unit Warehouse LLC (company and website(S) ) and its owner from any and all damages, causes of action, liability, suits, allegations, sums of money, claims, and demands whatsoever, in law or equity, that you ever had, now have or will have in the future against RV Cooling Unit Warehouse LLC, arising from your participation in or in any way related to the firm's services, even if we were aware in advance of the possibility of any such claim. Liability of any kind by RV Cooling Unit Warehouse LLC, its owner, admins(s), team and staff members, partners, and other associates is hereby expressly disclaimed by RV Cooling Unit Warehouse LLC to the fullest extent permitted under applicable law and regulations.

## **9. ACCEPTABLE USAGE POLICY**

By using our services, you agree that you will only use this service for the purposes within these terms of use and according to law, regulations, and other guidelines which are either expressly or impliedly given.

### **9.1. General Rules**

1. Accessing any of our resources by means other than what we provide is prohibited. You agree that you will not access our website in any unlawful manner or any other unethical manner whichever it may be.
2. You understand and acknowledge that you will follow all rules set up by RV Cooling Unit Warehouse LLC including the rule that you'll return the core after receiving the return shipping label after your order placement.
3. By accessing our website or and using it the users are responsible for maintaining the confidentiality of any login, registration, or any information associated with any account they access and use. Henceforth, users agree they are solely responsible for the activities that occur under their account.
4. It is prohibited to engage in any activity or business which may disrupt or interfere with our websites and services content, our services, and our business.
5. You agree that you will not duplicate, copy, or counterfeit source code, logos, business models, products, videos, samples, or services related to RV Cooling Unit Warehouse LLC's website in any way nor will you sell them on your own.
6. By using our services, you agree that you are responsible for the consequences, losses, or damages that may directly or indirectly incur due to

any unlawful, unethical, or unauthorized activity as explained above. For which you may be held responsible in the eyes of law.

7. You will report any unethical, illegal, or any other prohibited content to us.
8. You must not in any way or for any purpose breach these Terms or the terms of any of the documents of these Terms.
9. You agree that you will not break or infringe any copyright, trademark, or any other intellectual property law in any way or manner that may harm us now or in the future of our business.
10. You will not charge back the amount you already paid.
11. You will not impersonate any person and use a fake name or gain access to anyone's account in any way or a manner that may deem unlawful.

### **9.2. Breach Of Any Rules or Our Acceptable Use Of Services Policy**

If we find that anyone is breaking any rules or in any other case of suspicious behavior, we reserve the right to withdraw access to your account without notice for any actual or suspected breach of these terms or any other documentation referred to in them, including, without limitation, where we suspect that there has been unauthorized access to your account or any unauthorized disclosure of your login information.

### **9.3. Factors Beyond Our Control**

Any act or situation which is beyond our control is known as a "Force Majeure Event". In such a circumstance, we are not liable for any failure to perform or delay in the performance of our obligations or shipping under our general terms. In any such event, the order or project can be canceled, and any amount retained will be refunded. Any act, event, non-happening, omission, or accident beyond our control includes (but is not limited to):

1. Strikes, lock-outs, or other industrial action.
2. Civil commotion, riot, invasion, cyber-attack, terrorist attack or threat of terrorist attack, war (whether declared or not), or threat or preparation for war.
3. Fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disasters.
4. Impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport.
5. Interruption or failure of utility service (including the inability to use public or private telecommunications networks).

6. Failure of any workforce availability due to any reason.

7. The acts, decrees, legislation, regulations, or restrictions of any government.

#### **10. GENERAL DISCLAIMER**

The contents, materials, and information on this website are based solely on research conducted by the owner of RV Cooling Unit Warehouse LLC and are only available for general information purposes and must not be taken as medical or fitness advice. The information on our website is presented for you and is not intended as an offer to buy or sell, or amount to a solicitation or incitement of offer to buy or sell, any products, packages, or subscriptions of any kind, in any way. Any such act shall be your own choice based on your own decisions.

#### **11. WARRANTY POLICY**

We offer a warranty on the products/units purchased from us

#### **12. WAIVER OF LIABILITY**

The users, customers, buyers and visitors of our website hereby waive, release, and forever discharge all claims for direct, indirect, consequential, incidental, contractual, compensatory, tort-based, punitive, or any other damages of any sort arising from any cause or basis whatsoever including but not limited to personal injury, death, or property damage which the buyer or buyer's heirs, next of kin, executors, assigns, parents, personal representatives, or estate may have or which may hereafter accrue as a result of participation in any activity related to our website, its service including services from the RV Cooling Unit Warehouse LLC.

#### **13. RELEASE OF CLAIMS**

The buyer to the fullest extent permitted by law, shall indemnify, defend, hold harmless, protect and defend the owner of RV Cooling Unit Warehouse LLC from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including attorney fees, arising out of or resulting from any cause of action for any reason whatsoever including but not limited to the negligence or misconduct in connection with participation in any activity related to installation, removal or usage of software, tools, plugins and add-ons of our website. If any such legal claim, demand, or lawsuit arises or be asserted in any way whatsoever related thereto, whether arising under the laws of Canada, the United States or any other country in general, or under any theory of law or equity, the buyer will indemnify, hold harmless and defend the owner, manufacturer, seller, distributor, affiliate or anyone associated with our website from any costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against the owner of the RV Cooling Unit Warehouse LLC.