



HAARTZ E-COMMERCE

## STANDARD TERMS AND CONDITIONS OF SALE

### 1. CONDITIONAL ACCEPTANCE

In cases in which Haartz is *accepting an order* for its products, Haartz' acceptance of such order is expressly conditional on the Buyer's assent to the additional or different terms and conditions included in this document. We reserve the right to accept or reject any order in our sole discretion. Acceptance occurs when we send you a confirmation email.

### 2. LIMITED OFFER

In cases in which Haartz is *offering to sell* its products, Haartz offers to sell such products only on the terms and conditions as stated on Haartz e-commerce websites and this terms and conditions document. Our offer, and the Buyer's acceptance of it, is expressly limited to such terms and conditions. Haartz objects to, and rejects any attempt to include, any additional or different terms or conditions in any acceptance of any offer. Regardless of the Buyer's inclusion of any different or additional terms, any resulting agreement is limited to Haartz' terms and conditions.

### 3. PRODUCT INFORMATION AND AVAILABILITY

We strive to ensure that all product descriptions, pricing, and availability are accurate. However, we do not warrant that the product details are error-free, complete, or current. We reserve the right to correct any errors or inaccuracies at any time without prior notice. All purchases are subject to availability. We may limit quantities or discontinue products at any time.

### 4. LATE SHIPMENTS

Compensation for expedited freight or any other costs incurred for late shipments will not be accepted.

### 5. PRICING AND PAYMENT TERMS

All prices are listed in U.S. dollars unless otherwise specified and are subject to change without notice. Prices do not include applicable taxes, shipping, handling, or duties unless explicitly stated. You are responsible for any such additional charges. We accept a range of payment methods, including major credit cards, ACH transfers, and bank wire payments. Credit terms may be extended to qualified customers subject to credit approval and at Haartz' sole discretion. If credit terms are approved, payment is due in accordance with the agreed-upon terms stated on the invoice. Failure to make timely payment may result in order delays, suspension of future shipments, interest charges, and/or revocation of any extended credit terms. Haartz reserves the right to withhold shipments or cancel open orders if payment issues arise.

### 6. SHIPPING AND DELIVERY

We ship to addresses in the United States and internationally as specified during checkout. Shipping times are estimates and may vary based on location and availability. Title and risk of loss pass to you upon our delivery to the carrier.

### 7. FORCE MAJEURE

Acts of God, strikes, civil disorder, government actions, and other unforeseeable, unavoidable occurrences will release Haartz from its obligations for the length of the occurrence and to the extent of its effects. This also applies when these occurrences take place at a time in which Haartz is in default. Haartz is obligated to provide this information to the Buyer, as soon as reasonably possible under the conditions, and to adapt its obligations to the altered circumstances in good faith.

**HAARTZ E-COMMERCE  
STANDARD TERMS AND CONDITIONS OF SALE - CONTINUED**

**8. PROPRIETARY RIGHTS**

Haartz reserves the right to keep technical, trade secret, patents and costing information proprietary. All content on the Site—including text, images, graphics, logos, videos, and software—is the property of Haartz or its licensors and is protected under U.S. and international intellectual property laws. You may not copy, modify, or use our content without written permission.

**9. WARRANTY AND LIMITATIONS**

Haartz warrants that its products are free from defects in material and workmanship and are in compliance with Haartz specifications, if any. Haartz' exclusive obligation under this warranty, at its option, is replacing, repairing or issuing credit for the amount paid for the products. Any additional charges or costs not covered by this warranty will be negotiated on a case-by-case basis. Haartz will have a minimum of 30 days to resolve any significant quality dispute. Haartz disclaims any warranty of its products, express or implied, except as specifically set forth in this paragraph including, but not limited to, the warranties of merchantability and fitness for a particular purpose. No other statement, description or promise of any kind constitutes a warranty. Under no circumstances will Haartz be liable for any damages or loss (including, without limitation, direct, consequential, economic, indirect and other damages, loss of production or down time) under any theory of liability, except for replacing, repairing or issuing credit for the products.

**10. RETURNS**

Returns only accepted if product delivered is a result of our error (you received an incorrect or defective item, etc.). If you need to return an item, please [Contact Us](#) with your order number and details about the product you would like to return. We will respond quickly with instructions for how to return items from your order.

**11. EXPORT CONTROL**

Certain material designs, including camo patterns, are licensed and restricted for sale only within specific geographies. Buyer's shipping address will govern all restrictions on material shipments in these situations.

**12. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Massachusetts.

***These Terms and Conditions supersede all prior terms and conditions.***

***Rev 0: 8/9/25***