

Terms & Conditions

By placing an order you agree to the terms and conditions established by D&D Learning Spaces.

PURCHASE ORDERS: D&D accepts purchase orders from customers with approved credit.

TO ESTABLISH CREDIT: If you would like to establish a line of credit with D&D, we will provide you with a credit application.

- 1.) A minimum order of \$500.00 is required in order to establish credit.
- 2.) All businesses are required to have been established for at least three (3) years.
- 3.) The decision to extend credit to any customer is at the sole discretion of D&D.
- 4.) Credit approval can delay your first order. We recommend that you use a credit card when placing your first order to avoid a delay while processing your credit application.

PAYMENT: We accept Visa, MasterCard, American Express, school and government purchase orders. We also accept checks and money orders.

SALES TAX: Sales tax will be added to orders shipped within California. If your organization is tax exempt, please include a copy of your tax exemption certificate with your order.

BIDS and QUOTES: Quantity discounts are available upon request. Call or fax our Sales Department to request special price quotes on large quantities. Tel:(800) 453-4195 Fax: (866) 950-8229

RETURNS POLICY: Please contact our Customer Service Department (800-453-4195) for returns procedures and information. DO NOT return an item without prior authorization from D&D. Returns may be subject to a restocking fee and shipping charges.

MISCELLANEOUS: Unless specified, all items are shipped unassembled to minimize shipping costs. Although we try to maintain current pricing throughout the year, prices are subject to change at any time without notice. Product specifications and colors may also change without notice due to manufacturing changes.

CUSTOM ORDERS: Custom orders may require a deposit or prepayment prior to manufacturing. Payment terms and conditions are determined by D&D's credit department for special orders or customized products. No refunds or cancellations upon the commencement of production of custom orders.

CANCELLATIONS: Orders, which are cancelled after shipment, may be subject to restocking fees and shipping charges.

CUSTOMER SERVICE: To assist you as efficiently as possible, we provide answers to the most frequently asked customer service questions, including order status, account balances and technical support at (800) 453-4195. If you require the assistance of one of our sales representatives, please call our Sales Department at (800) 453-4195, Monday through Friday from 8:00 a.m. – 4:30 p.m. PST.

IMPORTANT NOTICE TO PURCHASER:

All statements, technical information recommendations herein are based on tests we believe to be reliable, but the accuracy or completeness thereof is not guaranteed, and the following is made in lieu of all warranties, expressed or implied, including the implied warranties of merchantability and fitness for purpose: Seller's and manufacturer's only obligation shall be to replace such quantity of the product proved to be defective. Before using, user shall determine the suitability of the product for its intended use, and user assumes all risk and liability whatsoever in connection therewith. NEITHER SELLER NOR MANUFACTURER SHALL BE LIABLE EITHER IN TORT OR IN CONTRACT FOR ANY LOSS OR DAMAGE, DIRECT, INCIDENTAL, OR CONSEQUENTIAL ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE PRODUCT. No statement or recommendation not contained herein shall have any force or effect unless in an agreement signed by officer of seller and manufacturer. Any controversy or claim arising out of or relating to this contract or the breach thereof shall be settled by arbitration in accordance with the Uniform Rules for Better Business Bureau Arbitration, and the judgement upon the award rendered by the arbitrator(s) may be entered in any court in the County of Orange in the State of California. Any disputes shall be governed under the laws of the State of California.

SHIPPING: Shipping times vary depending upon the available stock of the item ordered. An estimated ship date can be obtained from our sales department when you are placing your order. Most orders ship UPS ground or by a common carrier selected by D&D. We offer second day and overnight services on certain in-stock items upon request.

SHIPPING ESTIMATES and CHARGES: We attempt to ship by the most economical means possible. An estimate of shipping charges will be included on your quote/bid. All delivery times are estimates only and are subject to conditions beyond our control. Certain items are required to ship by truck. Standard truck shipment charges are based upon delivery to a warehouse loading dock. Please specify the requirement for inside delivery when ordering.

RECEIVING SHIPMENTS: When your items are delivered, please make sure that all cartons are inspected and counted. Compare what you have received and the number of cartons received with your delivery receipt and note any discrepancy on your receipt BEFORE YOU SIGN IT. Once you sign, you relieve the shipping company of any liability. Items should be inspected by OPENING ALL OF THE CARTONS even if the outside of the carton does not appear damaged. You may refuse delivery of an item by marking "DAMAGED AND REFUSED" on the delivery receipt. If there is damage, contact our Customer Service Department immediately.

MISSING PARTS: If you find that you are missing parts at the time of assembly, please contact our Customer Service Department and replacement parts will be sent to you as quickly as possible.

OTHER POLICIES: Item availability and prices are subject to change without notice. We are not responsible for typographical or photographic errors that may appear in our catalogs or website. We reserve the right to make adjustments or corrections due to changing market conditions, product discontinuations or typographical or photographic errors in advertisements or product descriptions. We reserve the right to limit quantities on promotional items. Please keep your original invoice and packing slip. Manufacturers require these for warranty coverage. We are not liable under any legal theory for special, incidental, indirect, exemplary or consequential damages arising from shipping delays or errors, system downtime, loss of data or any economic loss, damage or expense arising out of or relating to the placement or fulfillment of your order. In all cases our liability is limited strictly to replacement.

WARRANTY: When you purchase any product from us you are entitled to its manufacturer's warranty against defective merchandise. For more information please call our customer service department (800) 453-4195. All products manufactured by D&D have a limited lifetime warranty against defects in material and workmanship. The liability of D&D shall be limited to replacing or repairing, at its option, any defective units which are returned F.O.B. to the seller's plant. In order to keep this warranty in effect, the purchaser must have handled and used the product as outlined in the instructions furnished with the product. The warranty does not cover any damage due to accident, misuse, abuse or negligence. Please call 800-453-4195 for technical support.