

TERMS AND CONDITIONS

Last updated: September 26, 2023

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the BuyRailings.com website (the "Service") operated by Lido Designs – DBA BuyRailings.com ("us", "we", or "our").

Your access to BuyRailings.com and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access BuyRailings.com and or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service.

PURCHASES

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. <https://www.buyrailings.com/content/privacy>

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

RETURNS POLICY

Returns are permitted to be made within 45 days of invoice date. Special order non-stock or custom fabrication items are not returnable. To initiate a return, please call our customer service team, Monday through Friday 8am-6pm EST at 1-888-513-1939 to request an RMA or Return Merchandise Authorization number which is required. Return items with a total value of less than \$200 are subject to a minimum return charge of \$40. Return items with a total value greater than \$200 are subject to a 20% restocking fee. Returns are the customer's responsibility to coordinate return shipping. **Lido Designs dba BuyRailings** is not responsible for providing any shipping label(s) for return(s). We recommend you receive a receipt from the shipper of your return, dated with a tracking number. Returns will not be accepted after 90 days from invoice date.

SPECIAL ORDERS

If the goods are to be prepared or manufactured to the Buyer's specifications, the Buyer agrees to indemnify the Seller against liability whatsoever for patent, trademark or trade name infringement in any way arising out of such preparation or manufacture.

Any order from Buyer that is to be manufactured by Seller in accordance with Buyer's drawings or drawings that are made by Seller in accordance with Buyer's specifications, is a "custom order". Any cancellation of order by Buyer must be in writing. Buyer will be billed for all time, expenses and lost profits incurred up to the time of cancellation. Custom orders are non-returnable.

SCOPE

All orders are subject to approval and acceptance of the Seller. By acceptance hereof Buyer agrees to the terms and conditions of sale set forth herein and further agrees that the same shall supersede the terms and conditions of Buyer's purchase order, if any, in all instances where conflict exists.

AVAILABILITY, ERRORS AND INACCURACIES

The prices displayed on this Site are quoted in U.S. dollars and are valid and effective only within the United States, and such prices do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your order.

While our goal is a 100% error-free Site, we do not guarantee that any content is accurate or complete, including price information and product specifications. If we discover price errors, they will be corrected on our systems, and the corrected price will apply to your order. BuyRailings reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions (including after an order has been submitted and accepted).

We are constantly updating product and service offerings on the Service. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

For further information about purchasing products from BuyRailings.com, please read our FAQ: General Information About Products and our Product Return Policy carefully. <https://www.buyrailings.com/content/faq>

ACCOUNTS

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

INTELLECTUAL PROPERTY

The Service and its original content, features and functionality are and will remain the exclusive property of BuyRailings and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of BuyRailings.

LINKS TO OTHER WEB SITES

Our Service may contain links to third party web sites or services that are not owned or controlled by BuyRailings.

BuyRailings has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that BuyRailings shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

TERMINATION

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless BuyRailings and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

LIMITATION OF LIABILITY

In no event shall BuyRailings nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

DISCLAIMER

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

BuyRailings, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

GOVERNING LAW

These Terms shall be governed and construed in accordance with the laws of CT, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

CHANGES

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

CONTACT US

If you have any questions about these Terms, please contact us.