

## **Alltek Vision Online Store Terms Of Use**

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The information contained on this Site is believed to be reliable; however, the information may contain typographical errors, pricing errors and other errors or inaccuracies. We will correct errors as soon as practicable. We reserve the right to: (a) revoke any stated offer; (b) correct any errors, inaccuracies or omissions; and (c) make changes to prices, content, product descriptions or specifications, or other information without notice (including after an order has been submitted, shipped or received). We also reserve the right to limit quantities (including after an order has shipped). If a product offered by us is not as described, your sole remedy is to return it in unused condition.

### **Fraudulent Use**

We may require further authorization from you such as a telephone or faxed confirmation of your order and/or other information. Our decision to require further authorization is at our discretion. We reserve the right to cancel, delay, refuse to ship, or recall from the shipper any order if fraud is suspected. If any order is suspected to be fraudulent, all records collected will be submitted with or without subpoena to law enforcement agencies and to the credit card company for fraud investigation. We will cooperate with authorities to prosecute offenders to the full extent of the law.

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You hereby acknowledge that the preceding paragraph shall apply to all content, merchandise and services available through the Site. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law.

### **Risk of Loss**

The items purchased from our Site are shipped by third party carriers pursuant to shipment contracts with the carriers. As a result, risk of loss and title for such items pass to you upon our delivery to the carrier.

### **Users**

Use of the Site by any user shall be deemed to be a representation that the user is 18 years of age or older. We require that all purchases be made by individuals 18 years of age or older, or with verifiable permission for minors to purchase items on the Site and for collection by us of certain information in accordance with our privacy policy.

### **Use Outside of the United States**

We make no representation that information on this Site is suitable of appropriate for use outside the United States. Those who choose to access this Site from outside the US do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

### **Privacy**

We are concerned about the privacy of users of our Site and our customers. Please review our [Privacy Policy](#) which also governs your visit to our Site.

### **Governing Law and Jurisdiction**

These Terms of Use and any dispute that might arise between you and Alltek Vision or its affiliates or subsidiaries will be governed by and construed in accordance to the laws of the State of California, without regard to its conflict of law principles. Any actions brought to enforce this Agreement or matters related to the Site will be brought in the courts of the County of Los Angeles, in the State of California; provided however, that notwithstanding anything contained in this Agreement to the contrary, we shall have the right to institute judicial proceedings against you or anyone acting by, through or under you, in order to enforce our rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief. You consent to the jurisdiction of such courts and irrevocably waive any objection, including without limitation, any objection based on the grounds of *forum non conveniens*, which you may now or hereafter have to the bringing of such action or proceeding in such jurisdiction. Any claim or cause of action you have with respect to the use of this Site must be commenced within one (1) year after the claim arises.

### **Severability and Modifications**

If any part of these Terms of Use is held to be unlawful, void, or unenforceable, that part will be deemed severable, shall be enforced to the fullest extent of any applicable law, and shall not affect the validity and enforceability of the remaining provisions. We reserve the right to make changes to the Site and our policies at any time.

### **Headings**

The headings of each of these terms and conditions are for convenience of reference only and shall not form part of these Terms of Use. Such headings shall be excluded from the interpretation or construction of any of these Terms of Use.

### **Entire Agreement**

These Terms of Use constitute the entire agreement between the parties concerning the subject matter herein. We may at our sole discretion and without notice, revise these terms at any time by updating this posting.