

Terms of Sale

1. GOVERNING TERMS: All Pheil Forges sales shall be governed by the terms and conditions stated herein which supercede any representation or prior communications.

2. PRICING AND PAYMENT:

Prices are subject to change by us without notice. We are not responsible for typographical errors on the website. Payment on credit terms is subject to a late payment handling charge of 1.0% per month of the delinquent invoice amount from the due date shown on the invoice until the date of actual payment or the maximum amount allowed by law, whichever is lower, without prejudice to our rights and remedies in respect of your failure to pay invoices when due. All payments to be made by you represent net amounts we are entitled to receive and shall not be subject to deductions or offset for any reason.

Payment to be made as follows: 50% down, due at time of order. The balance will be charged about 1 week before shipping. Orders not paid in full within 21 days of being ready to ship are considered cancelled, the downpayment forfeited, and the item(s) subject to sale to a third party, in addition to other remedies.

FREIGHT COLLECT means you will pay for freight when the item is delivered.

3. LEAD TIMES: We do our best to deliver on a timely basis. Upon ordering, you will be given a target date for delivery.

4. DAMAGE CLAIMS: All our items are carefully inspected prior to packing. Do not accept a shipment that appears to have been damaged in transit. Once you accept a shipment, you are responsible for any claims due to hidden damage. We will assist you as much as possible. All items are shipped insured. Report damage to freight company within 24 hours.

5. RETURNS: No returns on custom orders.

6. COPYRIGHTS: All designs, existing or custom, are property of Pheil Forges and may not be reproduced in any way.

7. CANCELLATION: If we have begun work on the item, cancellations are not allowed.

8. WARRANTY: Our sole obligation under this warranty is to repair or replace the merchandise, free of charge, if a significant defect in material or workmanship is discovered within 30 days of your receipt of the merchandise.

9. LIMITATION OF LIABILITY: Except for direct bodily injury, we are not liable to you or any other party for any damages which may arise out of or related to this agreement, including, without limitation, incidental, consequential, and special damages, even if we have been advised of the possibility of such damages. Our aggregate liability for any and all claims arising out of or related to this agreement, including negligence, shall not exceed the amount paid to us for the unit of merchandise involved in the claim. This section states your sole and exclusive remedy for any and all claims arising out of or related to this agreement.

10. DISPUTE RESOLUTION:

No claim or action arising out of or related to any sales may be brought by either party more than twelve (12) months after the cause of action has arisen, except in the case of nonpayment.

This agreement is entered into in the State of Texas, and its validity, construction, interpretation and legal effect shall be governed by laws applicable to contracts entered into and performed entirely within the State of Texas. Any action arising under or related to this Agreement shall only be initiated and maintained in competent state and federal courts located in Austin, Texas. The parties hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

Force Majeure: Except with regard to your performance under Payment of this agreement, neither party shall be deemed in default due to causes beyond its reasonable control.