



Texas Blaster Terms & Conditions

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Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website. This Website may contain links to other websites (the "Linked Sites"), which are not operated by www.texasblaster.com. Our Website (www.texasblaster.com) has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. The Buyer's use of the Linked Sites will be subject to the terms of use and service contained within each such site.

Privacy Policy: Our privacy policy, which sets out how we will use your information, can be found at www.texasblaster.com/privacy-policy/. By using this Website, the Buyer consents to the processing described therein and warrant that all data provided by you is accurate.

Cookies: Full disclosure on the use of cookies on this Website can be found under the [Privacy Policy](#). By accessing this Website, the Buyer consents to collection of cookies.

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Prohibitions: The Buyer must not misuse this Website. The Buyer will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and www.texasblaster.com will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

Texas Blaster will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

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Terms of Sale: By placing an order the Buyer is offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible. In order to contract with www.texasblaster.com the Buyer must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. Our store (www.texasblaster.com) retains the right to refuse any request made by the Buyer. If the Buyer's order is accepted we will inform the Buyer by email and we will confirm the identity of the party which you have contracted with. This will usually be www.texasblaster.com or may in some cases be a third party. Where a contract is made with a third party www.texasblaster.com is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you, the Buyer. When placing an order, the Buyer undertakes that all details provided to us are true and accurate, that the Buyer is an authorized user of the credit or debit card, and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

Our Contract: When the Buyer places an order, the Buyer will receive an acknowledgment e-mail confirming receipt of the order: this email will only be an acknowledgment and will not constitute acceptance of the Buyer's order. A contract between us will not be formed until we send the Buyer confirmation by e-mail that the goods ordered have been dispatched. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

Pricing and Availability: While we try and ensure all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods ordered, we will inform the Buyer of this as soon as possible with the option of reconfirming the order at the correct price or cancelling it. If we are unable to contact the Buyer, we will treat the order as cancelled. If the Buyer cancels and has already paid for the goods, the Buyer will receive a full refund.

Delivery costs: All delivery costs will be charged in addition to goods purchased. Such additional charges are clearly displayed where applicable and are included in the 'Total Cost'.

Free Shipping: Free shipping is at the discretion of Texas Blaster and can change without notification to the Buyer. Additional parts and/or accessories not covered by free shipping will incur shipping fees. Free shipping only applies to destinations in the continental US. If the Buyer places an order that ships out of the continental US, Texas Blaster will contact the Buyer to discuss shipping rates.

Payment: Upon receiving the Buyer's order we carry out a standard authorization check through a third party on the Buyer's payment card to ensure that the card's shipping and billing address match that of which is on record with the credit card's bank information and to ensure there are sufficient funds to fulfill the transaction. The Buyer's card will be debited upon authorization being received. The monies received upon the debiting of the Buyer's card shall be treated as a deposit against the value of the goods the Buyer wishes to purchase. Once the goods have been dispatched and the Buyer has been sent a confirmation email, the monies paid as a deposit shall be used as consideration for the value of goods purchased as listed in the confirmation email.

Refunds and Returns: No returns are accepted on used equipment. Texas Blaster only accepts the return of products in new, unused condition and in their original, unopened box. Buyers must request in writing a Return Authorization within 15 business days of shipment date prior to its return to www.texasblaster.com and are responsible for return shipment. Products granted a Return Authorization must be received within 10 business days of authorization or Texas Blaster reserves the right to refuse product. All returned products are subjugated to an inspection ensuring new, unused conditions have been met. Products meeting these specifications are then, and only then, eligible for a refund less all original shipping costs and up to a 25% restocking fee. Any product purchased under "free shipping" will have the billed cost of shipping withheld along with the restocking fee. If the product is deemed unacceptable and/or does not meet the return requirements as stated by www.texasblaster.com, it is the responsibility of the Buyer to pay for return shipment back to the Buyer.

Product Delivery: Delivery are made from the Texas Blaster warehouse, and therefore in all cases, Buyer assumes risk of loss or of damage to goods in transit. Any delivery dates shown are made in good faith and are approximate only. Texas Blaster shall have no liability for any delays in delivery. The method of shipment and carrier shall be selected by www.texasblaster.com and can change without notification to the Buyer.

Acceptance of Goods: Buyer shall inspect the goods delivered hereunder immediately upon their arrival and shall within five (5) days of their arrival give written notice to www.texasblaster.com of any claim that the goods do not conform with the terms of the Agreement. If Buyer fails to give notice, the goods shall be deemed to conform, and Buyer shall be bound to accept and pay for the goods in accordance with the terms of the Agreement. Buyer expressly waives any rights he may have to revoke acceptance after such five (5) day period.

Warranties: Our guarantee warrants to the original Buyer that equipment manufactured by it will be free of defects in material and workmanship for a period of three months from the date of purchase. Should any failure be reported to www.texasblaster.com within said period, www.texasblaster.com will repair or replace for the original purchaser, free of charge any part or parts found to be defective in material or workmanship or both, upon examination.

The simplicity of a Texas Blaster encourages Buyers to maintain and repair their own units. If an item is to be submitted for repairs or replacement under this warranty, Buyers will be responsible for delivery both ways.

Failure by the Buyer to operate and maintain said equipment in a reasonable manner and indifference to specific recommendations of www.texasblaster.com shall render this warranty null and void. Modifications to the unit and use beyond intended purpose shall render this warranty null and void. www.texasblaster.com shall not be liable for any replacements, repairs, or adjustments to the equipment or any costs of labor performed by the purchaser without www.texasblaster.com prior written approval. The effects of erosion, corrosion, and normal wear and tear are specifically excluded from this warranty.

www.texasblaster.com makes no warranty or representation of any kind whatsoever, expressed or implied, except that of title. All implied warranties, including any warranty or merchantability and fitness for a particular purpose are hereby disclaimed. Liability for consequential and incidental damages under any and all warranties are excluded to the extent exclusion is permitted by law.

Warranties are non-transferrable. At its discretion, www.texasblaster.com reserves the right to extend the conditions of these warranties and services as it sees fit.

Limitation of Remedy: The cumulative liability of www.texasblaster.com (including that of its owners, operators, employees, and agents) arising from or in any way related to or connect with the goods sold hereunder, or this agreement, shall be limited exclusively to, at www.texasblaster.com sole option repair, replacement or purchase price refund of the products sold. In no event shall www.texasblaster.com be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits or anticipated profits arising from or in any way related to or connected with this agreement or goods sold hereunder, or from inability to use the products, whether alleged to arise from purchase, installation, removal, repair, operation, use or breakdown of the products, express or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability. The parties acknowledge and agree that the applicable purchase price for the products has been negotiated in consideration of their agreement to limit www.texasblaster.com liability as stated herein.

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statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect www.texasblaster.com's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

Linking to this Website: Buyer may link to our home page, provided Buyer does so in a way that is fair and legal and does not damage our reputation or take advantage of it, but Buyer must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. Buyer must not establish a link from any website that is not owned by Buyer. This Website must not be framed on any other site, nor may Buyer create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

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Indemnity: Buyers agrees to indemnify, defend and hold harmless www.texasblaster.com, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from Buyer's use this Website or Buyer's breach of the Terms of Service.

Variation: Texas Blaster's online store (www.texasblaster.com) shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

Invalidity: If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to the Buyer) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, Buyer agrees that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

Complaints: We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise. It is the responsibility of the Buyer to inform us of any complaints or comments.

Waiver: If Buyer breaches these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where Buyer breached these conditions.

Entire Agreement: The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between Buyer and www.texasblaster.com. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of www.texasblaster.com.

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