



Tern Overland, LLC  
3035 N Tarra Ave, Ste 3  
Prescott, AZ 86301  
(928) 642-3459  
www.TernOverland.com  
info@ternoverland.com

## Terms of Sale

- 1. Payment:** Payment for in stock items must be received in full prior to shipment to Purchaser. Out of stock items will be placed on a pre order list requiring payment in full at time of order. Payment shall be paid by check, credit card, bank draft, or wire transfer to Tern Overland LLC. Wire transfer details, if needed, will be sent by separate document.
- 2. Delivery:** Seller shall deliver the Goods to the address provided by the Purchaser and indicated on the Invoice.
- 3. Acceptance and Inspection:** An adult signature is required for items valued at \$100 or more. Shipping insurance is included in the invoiced shipping price. To make a claim, the Purchaser must document any damage to the package at the time of delivery with the delivery person, and with photographs. The Purchaser must open the packages, inspect the products, and report any unseen damage to Tern Overland LLC within one business day, in writing, or by email. Any shipping damage not reported within one business day shall be deemed "accepted as is" by the Purchaser and is not eligible for coverage. Tern Overland LLC, may at their discretion and expense, require the damaged product to be returned. Proof of return may be required before a claim is covered.
- 4. Refunds and cancellations:** All returned goods, whether for warranty service or refund, must have a Returned Merchandise Authorization (RMA) number on the outside of the packaging. Returned Goods without an RMA will not be accepted. Please call for this number. If the Goods are returned for refund without cause, Purchaser shall pay the cost of original and return shipping with insurance, as instructed by the Seller. Returned items that are neither damaged during shipping nor defective per our warranty shall be considered "returned without cause". All returns for refund must arrive in the original container, and in like new condition. Refunds of stock items that are returned without cause shall be assessed a 10% restocking fee. Special order items may not be returned unless defective or damaged during shipping. Items that are refused at the time of delivery will be charged the full cost of original and return shipping plus a 10% restocking fee. In all cases, items that are damaged or missing parts will be refunded based on the extent of the damage, whether caused by the shipper or the buyer. It is the buyer's responsibility to ensure that items returned without cause arrive at our facility complete and undamaged.
- 5. Liability:** Seller is responsible only for the delivery of Goods in good condition, and associated warranties. Seller is in no way responsible for consequential damages or liability arising from any use or misuse of these Goods.
- 6. Product warranty:** Arctic Tern products are warranted by Tern Overland to be free of manufacturing defects in materials and workmanship for a period of one year from the date of purchase. All warranty returns must have a Returned Merchandise Authorization number on the outside of the packaging. Returned Goods without an RMA will not be accepted. Please call for this number. This warranty is limited solely to the replacement or repair of Arctic Tern branded products. Shipping costs to execute this warranty shall be covered by Tern Overland LLC. Tern Overland LLC accepts no responsibility for consequential damages, including local installation costs.
- 7. Electronic Signatures:** Your emailed statement of acceptance will be considered your agreement to these Terms.