

Terms of Service

Terms for Online Sales

Please read the terms for online sales carefully before placing an order on this website.

When you place an order through www.smartcharger.com, you are agreeing to follow the terms with CTEK, Inc.

If you do not agree with the following terms and conditions, please do not place an order through this website.

The Terms and Conditions below apply to all internet sales of CTEK products to the exclusion of other terms and conditions.

The information below explains the following:

- How your order will be delivered to you
- How you may cancel or change an order
- How CTEK may cancel or change an order
- What to do if a problem arises
- Other important information

If you have any questions or your issue is not addressed in the terms, please contact us. We'll be happy to discuss your particular situation. Any variances to these terms must be agreed to in writing by both parties.

We have the right to make changes to the terms at any time. The modified terms are valid for all orders placed after the changes are made.

Important Legal Statement: Please carefully review the Arbitration Provisions set forth below. The provisions require you to resolve disputes with CTEK on an individual basis through final and binding arbitration. If you proceed with your purchase, you acknowledge that you have read and understood all of these terms and have taken into account the information provided regarding your purchase.

Order Process

Product Selection

- All online orders from CTEK must be made through www.smartcharger.com
- Choose your product(s) by pressing the "Add to Cart" button
- To see what items you've selected you can open the shopping cart at any time
- You may choose between payment methods as provided on the website
- In the shopping cart, you can view applicable shipping charges

Order Registration

Once you have chosen the product(s), you can review the details of your order, including the total amount.

Fill in the necessary shipping information for the location where you would like the order delivered.

Choose the payment method and fill in the correct information (credit card, Pay Pal, or Apple Pay).

Order Confirmation

When you click on the "Finish the Purchase" button at the end of the ordering process, you accept and authorize the order, subject to these terms and the privacy policy.

CTEK encourages you to read the terms and privacy policy. Once you confirm your order and the payment has been processed, we will send you an electronic order confirmation to the email address that you provided. The purchase agreement is executed and effective when you receive the order confirmation.

You can change details of the order up until the point when CTEK has confirmed the order. If you do change the order, pricing for the ordered product(s) will be the pricing applicable at the time of the order change. This pricing may be different than the amount at the time that the order was placed originally.

CTEK reserves the right to refuse orders. If this does occur, an email will be sent to you, notifying you of the order refusal or inability to process the payment.

Pricing

Any purchases you make will be invoiced for the price and currency indicated on the website www.smartcharger.com.

The product price excludes any applicable sales tax and shipping costs (unless expressly stated by CTEK during order placement). If your order is placed with a "Bill To" or "Ship To" address in Illinois will be subject to a 7.25% sales tax charge (unless sales tax exemption information is on file).

Drop-ship orders may be subject to state tax charges that pertain to that particular state.

Product Availability

All product sales are subject to availability.

"Available In Stock" status on www.smartcharger.com is not guaranteed as situations can

occur in exceptional cases. In the event that a product becomes unavailable after the order has been placed, you will be informed by email about the situation and we will let you know about the delivery of a partial order or cancellation of the entire order.

You will be refunded for any unavailable product within 30 days of purchase.

Delivery

Make sure that your delivery information is correct. If incorrect contact or delivery information has been entered, CTEK will not be liable for the failure of the order delivery. This information can include, but not limited to: last name, first name, address, zip code, city, telephone number and email address.

If you place more than one order in a single day, CTEK will try to gather these orders and process them in one shipment. We try to save you money on shipping charges when we can, however, if the first order has already been packaged, the orders will be billed and shipped as separate orders. To lower your shipping charges, try to place all of your orders at one time.

Shipping Methods

CTEK has shipping agreements with UPS, FedEx, and other truck freight carriers. We will choose the best carrier for your delivery unless you specify a particular company.

Damage Claims and Merchandise Shortages

It is your responsibility to verify that the delivered product is what you ordered and in good condition. This confirmation must take place at the time of delivery and be settled with the carrier.

If you have a claim for pilferage, damage, or loss, please file it with CTEK within 24 hours of discovery. Call us at (888)419-9759 in the United States and (309)-691-8789 for international locations. Make sure that you save all packaging to show representatives of the freight company.

Any claims of merchandise shortage must also be made within 24 hours of delivery. Before making a claim, make sure you haven't overlooked any packages, miscounted the items, or discarded products with packing materials.

Refusal

If you refuse an order without prior notification to CTEK, we may refuse it our dock or result in a restocking fee, along with applicable freight charges being billed to your account.

Condition of the Product

CTEK will happily replace any product that does not comply with the order or we will refund the purchase price. You must report any differences or errors and return the product to CTEK. We will then replace the product or issue a refund.

If the returned item is incomplete, dirty, or damaged, we will not accept it. Returns, exchanges, or complaints with products purchased on the website may not be returned to a physical retail store.

Return Policy (Non-Defective Products)

Unused products may be returned for credit within 30 days (or longer, if required by applicable law). Under no circumstances are special or custom orders permitted to be returned.

It is your responsibility to inform us before the return period has expired. No refunds will be issued for products returned without prior notice to CTEK.

A minimum restocking fee of 10% may be charged on all returns unless you were shipped the wrong item. CTEK is not responsible for merchandise shipped wrong due to incorrect order information being provided.

All returned merchandise will be inspected and must be authorized before a credit will be given. Any returned merchandise that does not meet our criteria or is returned without a Returned Merchandise Authorization (RMA) number will be subject to additional fees or refusal.

Please follow the steps below to assure accurate credit processing:

1. Contact our sales department and speak with one of our sales representatives. Request an RMA number for the item you want to return. All returned items must have an RMA number and its original packaging. ***RMA numbers expire 15 days after being issued. Any merchandise returned without proper authorization may be refused or subject to a \$5.00 processing fee and a 10% restocking fee.
- 2.
3. Pack the item carefully to minimize any damage during shipping. Please do not write on, tape, or attach shipping labels to the product's package itself. Returns may be refused if merchandise is not in sellable condition. Items that are refused will be subject to additional shipping and handling fees unless the product is sent back to you with your next order.
- 4.
5. Print the RMA number on the outside of the shipping container and include a copy of the original invoice.
- 6.

Return the package to:

CTEK Inc.
c/o Distribution Fulfillment Services
Attn: Returns Dept/RMA# _____
9804 W Primrose Ln
Edwards, IL 61528

Product Warranty.

Limited Product Warranty

CTEK issues a limited product warranty on all battery chargers. Refer to the owner's manual for specific warranty details and a 2-year limited warranty on accessories.

The Limited Warranty does not cover damage caused by improper handling of the product or improper use or storage of the product. Damage caused by maintenance, dismantling, or product modifications by anyone other than an authorized CTEK technician or damage caused by poor packaging when returning the product also voids the warranty. The removal of a product serial number or marring beyond recognition will void the Limited Warranty. In order to make a claim under the Limited Warranty, proof of original purchase from CTEK or an authorized reseller must be provided.

For further details on the Limited Warranty, please see details available at www.smartcharger.com.

Warranty Claims

Warranty claims may be placed by contacting our sales staff. Each case is handled on an individual case by case basis. If it is determined that the part is defective and eligible for replacement, we will either replace the product or issue a refund to the account. No refunds will be provided for shipping charges or other additional fees.

Disclaimer of Implied Warranties

Except for any express warranty granted for a product, each CTEK product and its components are sold "AS IS/WHEREAS". CTEK makes no further warranties, including without limitation any warranty of merchantability of or fitness for a particular purpose, each of which is hereby disclaimed.

Neither CTEK nor any agent or distributor of CTEK products will be liable for any loss, damage, or injury arising from the use of a product and will not be liable for any indirect, consequential, or special damages arising out of the use of a product, including without limitation, loss of profit, loss of business, disruption of business or loss of business opportunity. In any situation, CTEK's liability in connection with any product is limited

to 2 times the original purchase price of the relevant product.

No sales representative has any authority to make any statement contrary to these Terms or the Limited Warranty.

Retention of Title - Risk Transfer

We reserve the right of ownership for each product delivered until full payment has been received by CTEK. The risk of the product is transferred to you at the time the product is delivered to you.

Force Majeure

CTEK is not liable for any non-performance due to an unforeseen occurrence beyond its control, disruption, or complete or partial strike, in particular for transport or communications services, fire, or flood.

If you're a U.S. resident, you also agree to the following mandatory arbitration provisions:

You and CTEK agree to resolve any claims relating to a product or these terms through final and binding arbitration by a single arbitrator, except as may be provided otherwise below. This includes any dispute arising out of or relating to interpretation or application of these Mandatory Arbitration Provisions, including enforceability, revocability, or validity.

If you choose to decline this agreement to arbitrate, you can notify CTEK of your choice to opt out of this arbitration clause by emailing CTEK at info@smartercharger.com within 30 days of placing your order. An option to opt out applies on an individual order basis.

The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes. The arbitration will be held in the United States county either where you live or work, within Cook County, Illinois, or any other location that is agreed upon.

The AAA rules will govern payment of all arbitration fees. CTEK will pay all arbitration fees for individual arbitration for claims less than \$10,000. If you receive an arbitration award that is more favorable than any offer we make to resolve the claim, we will pay you \$1,000 in addition to the award. CTEK will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

Either you or CTEK may assert claims, if they qualify, in small claims court in Cook County in the State of Illinois or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use of a

product, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in Cook County, Illinois to resolve your claim.

NO CLASS ACTIONS. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitration, class actions, private attorney general actions, and consolidation with other arbitration shall not be allowed. If this specific paragraph is held unenforceable, then the entirety of this “Mandatory Arbitration Provisions” section will be deemed void.

Governing Law

These Terms, as well as all the transactions in connection with the sale of products to you processed through the Website, are regulated, interpreted and executed in accordance with the laws of the State of Illinois, without regard to principals governing conflicts of law.

Severability

If CTEK cannot enforce any right under these Terms, this does not prevent CTEK from maintaining other rights, or the same type of rights at a later time. If any provision of these terms and conditions proves to be illegal, invalid or unenforceable, that provision shall be deemed to be separate and the validity and enforceability of the remaining provisions of these Terms shall not be affected.

Last updated: 02/21/2019