

# Terms and Conditions

Agreement between user and FLUX Pumps Corporation

The <https://www.fluxpumpsusa.com> website (the "Site") is comprised of various web pages operated by FLUX Pumps Corporation ("FLUX"). The Site is offered to you conditioned on your acceptance of the terms, condition, and notices contained herein (the "Terms"). Your use of the Site constitutes your agreement to all such Terms. You agree to use the Site only for purposes that are permitted by this agreement and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions. You agree that you will not access or attempt to access the Site other than through the interface that is provided by FLUX, unless you have specifically been permitted to do so in a separate written agreement signed by an authorized representative of FLUX. You specifically agree not to access or attempt to access the Site, or any portion thereof, through any automated means, including but not limited to the use of scripts or web crawlers. You agree that you will not engage in any activity that disrupts or otherwise interferes with the Site (or the servers and networks which are connected to the Site). You agree that you will not duplicate, reproduce, copy, sell, trade or resell the Site for any purpose. You agree that you are solely responsible for any breach of your obligations under this agreement and for the consequences (including any loss or damage which FLUX may suffer) of any such breach. FLUX reserves the right to refuse service to anyone.

## Product Information

FLUX strives for accuracy in all item descriptions, photographs, compatibility references, detailed specifications, pricing, links and any other product-related information contained herein or referenced on our Site. Due to human error and other determinates we cannot guarantee that all item descriptions, photographs, compatibility references, detailed specifications, pricing, links and any other product-related information listed is entirely accurate, complete or current, nor can we assume responsibility for these errors. In the event a product listed on our Site is labeled with an incorrect price due to some typographical, informational, technical or other error, FLUX shall at its sole discretion have the right to refuse and/or cancel any order for said product and immediately amend, correct and/or remove the inaccurate information. Additionally, all hyperlinks to other Sites from FLUX are provided as resources to customers looking for additional information and/or professional opinion. FLUX does not assume responsibility for the claims and/or representations made on these or any other Sites. Price, specifications and terms of offers are subject to change without notice. Products are accompanied by the original manufacturer warranty.

FLUX is not responsible for changes or variations in product specifications and/or physical appearance. In the interest of our customers, FLUX puts forth its best efforts to ensure that all product information is up-to-date and factual. Unfortunately there are varying determinates which, although infrequent, could cause the information on our Site to become outdated without our immediate knowledge. This includes but is not limited to new versions or revisions, color deviations, retail package alterations and other variations that may be considered inconsequential by the manufacturer. FLUX relies on the manufacturer to communicate these differences. Presently we have no way of alerting customers prior to purchase in the event the manufacturer fails to do so. Consequently, FLUX will not be held responsible for product revision changes.

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## Governing Law and Jurisdiction

Any dispute arising out of or related to these Terms and Conditions or the sales transactions between FLUX and Customer shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules. Specifically, the validity, interpretation and performance of this agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Except for claims for injunctive relief by either party, Customer and FLUX agree that any dispute or controversy arising out of, in relation to, or in connection with this agreement or Customer's use of the Site shall be finally settled by binding arbitration in Georgia, under the then current rules of the Federal Arbitration Act by one (1) arbitrator appointed in accordance with such rules.

## Severability

If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable Georgia law.

## Waiver

The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

## Entire Agreement

These terms and conditions, together with FLUX's invoice regarding the products ordered by customer, are the complete and exclusive agreement between FLUX and customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between FLUX and customer relating to the

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subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.

## Changes to Terms

FLUX reserves the right, in its sole discretion, to change the terms and conditions under which the Site is offered. The most current version of the terms and conditions will supersede all previous versions. FLUX encourages you to periodically review the terms and conditions to stay informed of our updates.

## Contact Us



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More Than Just Pumps

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