



TERMS OF SALE

PRODUCT SALES

Please read these **Terms of Sale Conditions** carefully before purchasing any merchandise or services from Blue Point Engineering. By purchasing any products, services, you signify your full consent to these Terms and Conditions including the rules of conduct for communications set forth below. If you do not agree to the Terms of Sale, please do not purchase any products from Blue Point Engineering.

All Sales Are Final (No money will be refunded for any merchandise purchased or shipping fees)

PAYMENT

No COD'S, PO's Accepted. We accept Money Orders, Certified Cashier Checks, Company and Personal Checks, Visa or Master Credit Cards from a registered US Banking System. We take Credit Cards transactions through **Phone Call** orders only, for your security and credit card fraud protection.

SHIPPING

Orders are generally shipped via US Postal Service Priority Mail (USPS) unless other shipping methods are requested (overnight delivery, etc.). All shipping and handling fees are non-refundable.

RUSH SHIPMENTS

Orders requiring shipping overnight will be sent by FedEx with an additional shipping and handling charge added for that delivery. All special shipping and handling fees are non-refundable. Contact Blue Point Engineering for more details about rush shipments and costs.

FOREIGN ORDERS

Orders must be pre-paid by Authorized US Credit Card transactions, preferable through US Banking System. Contact Blue Point Engineering first to make sure you have the correct pricing, shipping, handling and that all the merchandise requested is available. - No COD'S, Foreign Money Orders, or Wire Transfer Accepted. A currency exchange rate fee will be applied to all foreign orders not purchased through a USA bank system

PRODUCT SALES

All Sales Are Final

(No money will be refunded for products purchased and all shipping / handling fees are non - refundable)

In no event shall Blue Point Engineering be liable for any claim for incidental, consequential damages, or any injuries sustained due to the use of or improper use of products and / or kits purchased out of or in connection thereof with the manufacture, sale, delivery or use of any products ordered.

All Blue Point Engineering products purchased should NOT be used for medical, life-saving, life-support, or any applications that could cause injury, dangerous / hazardous situations or consequential damages resulting from the use of the mechanical, hardware, electronic, software products or other items sold or represented by Blue Point Engineering.

PRODUCT RETURN POLICY

All Sales Are Final (No refund is available for merchandise purchased, all sales are final)

(No money will be refunded for products purchased and all shipping / handling fees are non - refundable)

If you receive damaged merchandise, you must first obtain a Return Authorization (**RA**) approval from the Blue Point Engineering accounting department within 2 days of receipt of your original order. Specify clearly the reason for your refusal. We will exchange returned merchandise for same new merchandise, (no money will be given) within a timely manner once we receive the returned damaged items from you. Proof of mailing is advised, as we cannot be held responsible for loss of the returned merchandise in mail transit. All return postage, shipping / handling fees are non - refundable. The merchandise, including original packing and support materials like manuals, software should be included within your return.

TERMS OF SALE Cont.

All Electronic Kits, Assembly Needed Kits and Listed Items (All Sales Are Final, No Warranty)

(No money will be refunded for kits purchased and all shipping / handling fees are non - refundable)
 Due to the fact that electrical components and kits may be damaged during assembly we do not accept any returns, or refund on purchases of any kits and related electronic parts. We are not able to offer any refunds, apply any warranty or accept returns for any of the following items and products also:
 r/c servos, r/c accessories or components, All electronic kits, lightning wire, LED's, electronic and electrical parts, pneumatic components, videos, animatronic / robot kits, mechanical units, animatronic components, all books and other specified controller boards as identified as non refundable.

CAUTION: Some kit contains small parts which may be hazardous to children and teens under 15 years.
Adult supervision is required at all times.

WARRANTY POLICY

Limited Warranty

Blue Point Engineering carries a limited 30 - day warranty on most all items; some items carry an additional number of warranty days or special restrictions.

We guarantee all merchandise except electronic kits and assembly needed kits to be free of defects in workmanship and material for 30 days from the purchase, delivery date. We will repair or replace warranty items (**No cash will be refunded**), at our option providing there is no evidence of customer misuse or alteration to that product item. Defective merchandise will be replaced (No money will be refunded and all shipping / handling fees are non - refundable).

We reserve the right to refuse to replace under warranty any merchandise and limit any accountability for products that our Blue Point Engineering technicians determine to be damaged, modified or altered in any way by the user, or through inappropriate use of that merchandise. Any un- authorized, user modifications to BPE products will immediately void any warranty also, and user will be accountable and directly responsible for actions taken or any inappropriate use of that merchandise

In order for your merchandise exchange / or refund to be processed, you must first get a Return Material Authorization (**RMA**) number within 30 days of delivery confirmation of your order. Any return for repair or replacement must be pre-authorized by Blue Point Engineering with an RMA number and under no circumstance will returns be accepted unless so authorized. Return products under warranty must be pre-approved by BPE and sent via certified mail, prepaid and insured, for your protection. (Please note will cannot refund any shipping fees and / or handling fees associated with merchandise exchanges).

LEGAL STATUS OF PRODUCTS

Prices are subject to change without notice. Product styles, merchandise may vary from original overview, graphics, description or implied statements at any time without notice. Blue Point Engineering also reserves the right to cancel, refuse product sale, decline any sales determined to be questionable, inappropriate, pose a possible danger to the purchaser, user or being purchased under false information at any time.

Disclaimer: The materials / products are provided "as is" Blue Point Engineering does not warrant or make any representations regarding the use, validity, accuracy, or reliability of, or the results of the use of, any materials / products represented, expressed or implied.. Use at your own risk, user assumes fully all responsibility for the products purchased.

APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Colorado without giving effect to any principles of conflicts of law. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed removable from this agreement and shall not affect the validity and enforceability of any remaining provisions. As such, the laws of the State of Colorado will govern these disclaimers, terms and conditions.

Litigation:

Litigation, In the event of any litigation arising out of this agreement, Blue Point Engineering shall be entitled to recover costs and expenses incurred including all attorney's fees, court fees, and any business related settlements including business loss due to time away from business.