

Shipping Policy

Welcome to **GARDANT TECHNOLOGIES, GARDANT GLOBAL** ("us," "we," "our," "GARDANT," or "Distributor"), a Web site focused of technology, healthcare and informational products ("Products") to businesses and other entities via the Internet. In order to help make our site ("Web site") a trustworthy and safe place to buy goods, all users ("you", "your" or "Subscriber") of our service are required to accept and comply with our **Web Site Use Agreement**, which includes acceptance of, and compliance with, all of the terms and conditions provided herein, as amended from time to time.

This Web site provides an Internet-based venue for the sale and purchase of Products distributed by GARDANT and manufactured by GARDANT, and other leading manufacturers and suppliers (our "Suppliers"). This Web Site Use Agreement explains the contractual agreement between you and us regarding your use of our Web site, as well as the terms and conditions applicable to your purchase of Products on our Web site (collectively, the "Terms of Use").

If you have any questions regarding GARDANT's Shipping Policy, please contact us at **1-954-725-7544**

Your use of the Web site signifies your legal and binding agreement to all the terms and conditions set forth in our Web Site Use Agreement, in any privacy policy, as well as any other agreement related to your use of this Web site including, but not limited to, any terms and conditions of purchase.

GARDANT can be contacted by mail at 433 Plaza Real, Suite 275, Boca Raton FL 33432

Terms of our **Shipping Policy** are outlined below.

Our Web site also includes separate sections outlining our **Return/Refund Policy** and our **Privacy Policy**.

Order Placement and Charges.

Products provided on the Web site at the prices designated on the Web site by selecting Products for purchase and completing our electronic order form (an "Order"). Distributor charges Subscribers according to the terms of your written contract with Distributor, or, in the absence of any such contract, according to Distributor's practices from time to time for shipping and handling costs and applicable sales taxes. All charges for Products ordered are displayed to the Subscriber on the pending Order prior to placement of the Order by Subscriber. Distributor expressly disclaims any representation or warranty concerning "most favored customer" pricing in connection with the sale of any Products by Distributor to Subscribers.

Product Delivery.

- **General.** Subscriber hereby acknowledges and agrees that all Products ordered on the Web site shall be shipped by GARDANT or drop shipped by the applicable manufacturer or other supplier using our authorized carrier or a carrier authorized by the applicable

manufacturer or supplier (the "Designated Shipper") and delivered to Subscriber's designated delivery location, FOB Destination. Distributor and its suppliers cannot ship to post office boxes.

- **Delivery Subject to Product Availability.**

Although Distributor has attempted to ensure that the inventory availability of Products is properly designated on the Web site for many Products, Subscriber acknowledges that from time-to-time even those Products designated as in inventory will not be available at time of shipment. If an Order cannot be shipped in its entirety by the close of business the day following placement of the Order, Distributor will promptly notify purchaser, and provide an estimated shipment date for those items which are unavailable. Distributor reserves the right to substitute alternate products with equivalent specifications for those ordered. Subscriber shall have the right to return any substituted products at no charge by following the return goods policy as stated herein. Distributor further reserves the right to make delivery in installments for those items of an Order, which are available for immediate shipment, and to bill Subscriber separately for any such items delivered. Subscriber may cancel those items on the Order that are subject to the delay by notice to Distributor within 48 hours of receipt of the delay notification, provided that such Products have not yet been shipped. If Distributor receives no such notice of cancellation, the estimated product availability and shipment date will be deemed accepted. The foregoing sets forth Distributor's entire obligation with regard to Product availability and shipment delays. Distributor shall not be liable for any late shipment or any failure to ship any Product(s).

- **Tracking Number.** Upon issuance of an Order by Subscriber for Products on the Web site, Distributor shall immediately generate a tracking number and notify the Subscriber and the Supplier(s) of the logistical information associated with pickup and delivery of the Product(s) by the Designated Shipper. You may track the status of shipments relating to any Order you place using the tracking number on our Web site.
- **Installation.** Subscriber shall make available a suitable place for equipment installation within its facilities in accordance with applicable installation specifications and procedures. Subscriber shall furnish all labor required to place the Products in the desired location. Distributor or the manufacturer, as applicable, shall install the Products in accordance with their customary procedures.

Product Acceptance.

Immediately upon receipt of Products shipped hereunder, Subscriber shall inspect the Products and notify Distributor in writing of any claims for order or shipping errors, shortages, defects or damages and shall hold any such goods for Distributor's written instructions concerning disposition. If Subscriber fails to notify Distributor within five (5) days after receipt of Products, the Products shall conclusively be deemed to conform to the terms provided herein and shall be irrevocably accepted by Subscriber.

Payment for Products Ordered.

Distributor shall automatically charge Subscriber's account for all Orders. In the event Subscriber does not have an account with a chargeable balance adequate to cover the Order amount, Distributor shall charge the Order to the credit card account authorized by Subscriber. The amount of payment due shall be that amount reflected in each Order at time of Order placement by Subscriber, comprised of the price of Products ordered at the time of Order placement, applicable shipping charges, and applicable taxes reflected in the Order. Unless otherwise agreed to by the Distributor in a written contract with Subscriber, payment shall be due promptly upon the provision of ordered Products to the Designated Shipper at Supplier's shipping point. Distributor reserves the right to collect interest at a rate equal to the highest applicable lawful interest rate on invoiced amounts not paid within thirty (30) days of invoice date, with interest to accrue monthly until full payment is received. All payments will be made in U.S. Dollars.