

HRD Aero Systems, Inc.
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Terms and Conditions

The following TOS and Service constitute an agreement between The HRD Aero Systems, Inc. and you, the visitor, governing your access and use of all content and functionalities of the HRD Aero Systems, Inc. website via the URL www.hrd-aerosystems.com and related domain names.

By visiting the Site, you are accepting and consenting to the practices described in the TOS. We may modify the TOS from time to time and your continued use of this Site (or any of our other Sites) following such change shall signify your agreement to be bound by the modified TOS. Those persons wishing to use our services must read and agree to be bound by our policies relating to those services. Please read the TOS and check back often. If you do not agree to any change to the TOS, then you must immediately stop using the Site

Eligibility to purchase

The purchase of merchandise through HRD Aero Systems, Inc. is strictly limited to parties who can lawfully enter into and form contracts on the Internet in accordance with the laws of the State of California.

In order to make purchases through the Site, you will be requested to register and provide your personal details. In particular, Customers must provide their real name, phone number, e-mail address and other requested information as indicated. Furthermore, when ordering items, you will be required to provide payment details and you represent and warrant that the payment details you provide on ordering are both valid and correct and you confirm that you are the person referred to in the Billing information provided.

The Site is available only to individuals and others who meet the HRD Aero Systems, Inc. terms of eligibility, who have been issued a valid credit card by a bank acceptable to HRD Aero Systems, Inc., and who have authorized HRD Aero Systems, Inc. to process a charge or charges on their credit card in the amount of the total purchase price for the merchandise which they purchase. HRD Aero Systems, Inc. reserves the right to restrict multiple quantities of an item being shipped to any one customer or postal address.

Moreover, by making an offer to purchase merchandise, you expressly authorized us to perform credit checks and, where HRD Aero Systems, Inc. feels necessary, to transmit or to obtain your credit card information or credit report information (including any updated information) to or from third parties solely to authenticate your identity, to validate your credit card, to obtain an initial credit card authorization and/or to authorize individual purchase transactions.

Orders

All orders are subject to acceptance and availability. HRD Aero Systems, Inc. offers products for sale that are in stock and available for dispatch from our distribution center.

Please note that items in your shopping basket are not reserved and may be purchased by other customers.

Pricing Policy

Prices shown on the Site are in US Dollars and are exclusive of taxes. If you are shipping within the USA, sales tax will only be charged on orders shipped to California. No other tax or import duty will be applied to orders shipped within the USA. All prices and offers remain valid as advertised from time to time. The US Dollar price of a product displayed on the Site at the time the order is accepted will be honored, except in cases of patent error.

If you are a customer whose credit card is not denominated in US Dollars, the final price will be calculated in accordance with the applicable exchange rate on the day your credit card company processes the transaction.

Payment

Payment can be made by Visa, MasterCard, Visa Debit, Visa Delta cards and any other methods which may be clearly advertised on the site from time to time. Payment will be debited and cleared from your account upon completion of the packing of your order by HRD Aero Systems, Inc. You confirm that the credit/debit card that is being used is yours or that you have been specifically authorized by the owner of the credit/debit card to use it. All credit/debit card holders are subject to validation checks and authorization by the card issuer.

Acceptance of your order

Once you have made your choice and your order has been placed, you will receive an email acknowledging the details of your order. This email is NOT an acceptance of your order.

Unless you cancel your order, acceptance of your order will be perfected upon completion of the packing of your order. Completion of the contract between you and HRD Aero Systems, Inc. will be perfected when we dispatch the goods to you at which time you will receive a second email containing your tracking number, and confirming that your order has been dispatched. The sale contract is therefore concluded in the State of California, USA, and the language of the contract is English.

We reserve the right not to accept your order in the event, for example, that we are unable to obtain authorization for payment, that shipping restrictions apply to a particular item, that the item ordered is out of stock or does not satisfy our quality control standards and is withdrawn, or that you do not meet the eligibility criteria set-out within the TOS.

Furthermore, we may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any merchandise from the Site whether or not that merchandise has been sold; removing, screening or editing any materials or content on the Site; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

Intellectual Property Rights

You acknowledge and agree that all copyright, designs, the "look and feel" of the Site, trademarks and all other intellectual property and material rights relating to the Content as herein described, including HRD Aero Systems, Inc. Software and all HTML and other code contained in this Site, shall remain at all times vested in HRD Aero Systems, Inc. and/or are the property of their respective owners. All such Content, including third party trademarks, designs and related intellectual property rights mentioned or displayed on this Site are protected by federal and state laws and regulations and international treaty provisions. You are permitted to use the Content only as expressly authorized by HRD Aero Systems, Inc. and/or its third party licensors. Any reproduction or redistribution of the above listed Content is prohibited and may result in civil and criminal penalties. Violators will be prosecuted to the fullest extent permissible under applicable law. Without limiting the foregoing, copying and use of the above listed materials to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

No Commercial Use

This Site is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products, or services contained within this Site. You may not use this Site, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own Site.

Your Activity

You use this Site at your sole risk. You agree that you will be personally responsible for your use of this Site and for all of your communication and activity on this Site. We reserve the right to deny you access to this Site, or any part of this Site, at any time without notice. If we determine, in our sole discretion, that you engaged in prohibited activities, were not respectful of other users, or otherwise violated the TOS, we may deny you access to this Site on a temporary or permanent basis and any decision to do so is final. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Site.

You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Site with respect to any submissions made by them.

Third Party

We may include hyperlinks on this Site to other websites or resources operated by parties other than HRD Aero Systems, Inc., including advertisers. HRD Aero Systems, Inc. has not reviewed all of the sites linked to its Web Site and is not responsible for the content or accuracy of any off-site pages nor are we responsible for the availability of such external websites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external websites or resources.

General

While HRD Aero Systems, Inc. will use reasonable endeavors to verify the accuracy of any information it places on the Site, it makes no warranties, whether express or implied in relation to its accuracy. This Site is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to this Site, or any transaction that may be conducted on or through this Site including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

We make no warranty that this Site will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that this Site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the materials. We will not be responsible or liable to you for any loss of Content or material uploaded or transmitted through this Site.

To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the products available through this Site including but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose. Nothing in these TOS shall limit your rights as a consumer under the laws of the State of California.

You acknowledge that we cannot guarantee and therefore shall not be in any way responsible for the security or privacy of this Site and any information provided to or taken from this Site by you.

You agree that, except for death and personal injury arising from our negligence, We will not be liable in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent misrepresentations) or otherwise out of or in connection with this contract, for any economic losses (including without limitation, loss of revenues, profits, contracts, business or anticipated savings), any loss of goodwill or reputation, or any special or indirect or consequential losses in any case whether or not such losses were incurred by that party arising out of or in connection with the provisions of any matter under the TOS.

Indemnification

At our request, you agree fully to defend, indemnify and hold harmless HRD Aero Systems, Inc. immediately on demand, its officers, directors, agents, affiliates, licensors, and suppliers, from and against all liabilities, claims, expenses, damages and losses, including legal fees, arising from any breach of the TOS by you or any other liabilities arising out of your use of this Site, or the use by any other persons accessing this Site using your Internet account. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder. This defense and indemnification obligation will survive these TOS and your use of the Site and the Services.

General Legal Terms

(a) Complete Terms: The TOS constitute the whole legal agreement between you and HRD Aero Systems, Inc. and govern your use of the Services and completely replace any prior agreements between you and HRD Aero Systems, Inc. in relation to the Services. Notwithstanding the foregoing, you understand that HRD Aero Systems, Inc. may make changes to the TOS from time to time. When these changes are made, HRD Aero Systems, Inc. will make a new copy of the TOS available at <http://www.hrd-aerosystems.com>. You agree that HRD Aero Systems, Inc. is under no obligation to provide you with notices regarding changes to the TOS. You understand that it is your responsibility to check the TOS regularly for changes.

(b) Modifications to the Services: HRD Aero Systems, Inc. is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which HRD Aero Systems, Inc. provides may change from time to time without prior notice to you. You further acknowledge and agree that HRD Aero Systems, Inc. may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at HRD Aero Systems, Inc.'s sole discretion, without prior notice to you.

(c) Confidentiality: You understand that HRD Aero Systems, Inc. grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. HRD Aero Systems, Inc. reserves the right to revoke these exceptions either generally or in specific cases.

(d) Liability in the Event of Breach: You agree that you will comply with all of the provisions of the TOS. You understand that you are solely responsible for (and that HRD Aero Systems, Inc. has no responsibility to you or to any third party for) any breach of your obligations under the TOS and for the consequences (including any loss or damage which HRD Aero Systems, Inc. may suffer) of any such breach.

(e) Rights Not Waived: You agree that if HRD Aero Systems, Inc. does not exercise or enforce any legal right or remedy which is contained in the TOS (or which HRD Aero Systems, Inc. has the benefit of under any applicable law), this will not be taken to be a formal waiver of HRD Aero Systems, Inc.'s rights and that those rights or remedies will still be available to HRD Aero Systems, Inc..

(f) Severability: If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these TOS is invalid, then that provision will be removed from the TOS without affecting the rest of the TOS. The remaining provisions of the TOS will continue to be valid and enforceable.

(g) Governing Law: The TOS, and your relationship with HRD Aero Systems, Inc. under the TOS, shall be governed by the laws of the State of California. You and HRD Aero Systems, Inc. agree to submit to the exclusive jurisdiction of the State and Federal courts in the state of California and waive any claim or defense of inconvenient forum or lack of personal jurisdiction in such forum under any applicable law or decision or otherwise.

(h) Violation of TOS: Please report any violations of the TOS by emailing info@hrd-aerosystems.com

(i) Independent Relationship: You and are independent contractors, and these TOS, including but not limited to submission or distribution of any Content you created, will not, in whole or in part, establish any relationship of partnership, joint venture, employment, franchise or agency between the you and HRD Aero Systems, Inc.. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Neither party is authorized to act as an agent or representative of the other or for or on behalf of the other party in any capacity other than as expressly set forth in the TOS. Neither party shall in any manner advertise, represent or hold itself (or any of its agents) out as so acting or being authorized so to act, or incur any liabilities or obligations on behalf of, or in the name of, the other party, unless specifically provided for in the TOS.