

Terms and Conditions

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Trademarks

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Free Shipping

The free shipping terms and conditions vary according to product and delivery specifics.

 Applies to the lower 48 states* on products that do not need to be combined with any other items to qualify. However, additional charges would apply for lift gate delivery or a rural shipping address. The customer is exempt of these charges if the product is delivered to a nearby terminal, with the customer being responsible for unloading the purchased product.

The lower 48 states exclude Alaska, Hawaii, US Virgin Islands, and Puerto. For shipments going to these excluded locations, additional freight charges will be applied.

Shipping / Delivery Policy

UPS and FedEx Ground deliveries do not require a signature at the time of delivery and will be left at the location if no person is present, unless otherwise requested.

MAXXMARKA INC. will email the contact person listed on the billing address of each order after the product ships. This email will contain shipping information, including the shipping or trucking company name, phone number and shipment tracking number.

Orders requiring freight delivery will have a delivery notice added to the order. The trucking company will call to schedule a delivery time window.

Delivery Timing

MAXXMARKA INC. does NOT reimburse for lost rental fees for forklift rentals nor do we compensate for missed deliveries or missed delivery appointments. Freight shipments are unique and therefore delivery appointments can be missed, requiring that a delivery appointment be rescheduled. If you require products delivered by a certain date, please call Customer Service to verify product availability and whether the item qualifies for guaranteed shipping dates. All listed shipping times are estimates. Specific delivery dates and/or time frames cannot be guaranteed for any product or order. For orders with deadlines please order well in advance. MAXXMARKA INC. is not responsible for delayed shipments.

Business deliveries with a loading dock and no need for a delivery appointment are asked to list the receiving party on the shipping address of the order and to contact the trucking company directly to coordinate delivery date and time if needed by the customer. The receiving party is required to meet the truck at the time of delivery to avoid redelivery charges. It's the responsibility of the receiving party to become informed to know when the truck is coming.

For all business deliveries via freight truck, the trucking company will assume your business is open and staffed to receive deliveries Monday through Friday during normal business hours. For business delivery appointments, it is the sole responsibility of the customer to contact the trucking company and arrange a delivery appointment if needed and not already arranged at the time of order.

Product Warranty / Warranty Disclaimer

Every product sold by MAXXMARKA INC. is brand new, unless otherwise specified, and is sold backed by the full manufacturer's warranty. MAXXMARKA INC. warrants the equipment against defects in materials and workmanship for a period of 1 year from the date of original purchase. If the buyer discovers a manufacturing defect in the product, the manufacturer, all its option, repair or replace the product at no charge to the buyer. We will replace or repair any product sold by us which proves to be defective according to the stated manufacturer's warranty. The consumer is responsible for any shipping costs, both to and from MAXXMARKA INC.

PLEASE NOTE: The manufacturer's warranty does not cover any product or part which has been subjected to misuse, abuse, modification, negligence or accident, nor does it cover any product which is used for any purposes other than that for which it is intended as stated in the specific manufacturer's product information literature.

Product Returns

Returns must be made within 30 days of invoice date. You must request a return authorization from our Customer Service department by either calling 1-210-688-4966 or email us: info@maxxmarka.com

PLEASE NOTE: Returned merchandise must be in new condition, including all original packaging. We will not issue a credit for any product which is returned to us that has been used or altered, if any parts are missing, or if the packaging is incomplete or ruined.

How To Return Items For Exchange, Credit, or Refund:

At MAXXMARKA INC, we want you to feel comfortable buying from us. We simply request your adherence to the following requirements/procedure:

1. The returned merchandise must be new, complete and in its original packaging.
2. You will be charged the total cost of shipping the item to you and the cost of shipping the item back to MAXXMARKA INC. Note: Free shipping items are not exempt from this two-way shipping cost applied to returned items.
3. Restocking charge will be calculated at 20% of purchased product price for all returned items.
4. The return must be made within 30 days of invoice date.
5. Please include a copy of your original invoice with your return.
6. Please indicate if you would like an exchange, credit or refund.
7. Securely pack the product and send it with shipping and insurance charges prepaid to the shipping location determined by MAXXMARKA INC.

Limitation of Liability

MAXXMARKA INC. shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if MAXXMARKA INC. has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Typographical/Image Errors

In the event that a MAXXMARKA INC. product is mistakenly listed at an incorrect price, MAXXMARKA INC. reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. MAXXMARKA INC. reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, MAXXMARKA INC. shall issue a credit to your credit card account in the amount of the incorrect price.

Images are subject to change on our website. In the case that MAXXMARKA INC. product image is mistakenly shown with the incorrect image supplied to us from the manufacture/supplier it is the customers responsibility to read the content on the product they are purchasing.

Term; Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by MAXXMARKA INC. without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

Notice

MAXXMARKA INC. may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address you have provided to MAXXMARKA INC.

Miscellaneous

Your use of this site shall be governed in all respects by the laws of the state of Texas, U.S.A., without regard to choose of law provisions, and not by the 1980 U.N.

Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this site (including but not limited to the purchase of MAXXMARKA INC. products) shall be in the state or federal courts located in BEXAR County, Texas. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of MAXXMARKA INC. products) must be commenced within one (1) year after the claim or cause of action arises. MAXXMARKA INC. 's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. MAXXMARKA INC. may assign its rights and duties under this Agreement to any party at any time without notice to you.

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Indemnification

You agree to indemnify, defend, and hold harmless MAXXMARKA INC, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

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