

Terms and Conditions

We'd like to make sure your experience on the Daystar Enterprises, Inc. site is a pleasant and productive one.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. THESE TERMS AND CONDITIONS MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS SITE. BY USING THIS SITE, YOU INDICATE YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN DO NOT USE THIS SITE. TERMS AND CONDITIONS

PRODUCT WARRANTY

Daystar Enterprises, Inc. prides itself at providing the best quality products and service. Daystar Enterprises, Inc. warrants that all the products it sells are free from manufacturing defects. Any defective product received by the end user will be exchanged for a non-defective, identical product or money back at Daystar Enterprises, Inc.'s discretion. This offer is limited to the duration and parameters of the manufacturer's warranty; and applies to the product only. Daystar Enterprises, Inc. is not liable for any other expense - shipping or otherwise - incurred by the end user for exchanging a product. Daystar Enterprises, Inc. does not warrant that a product will meet all the specific needs of its end user; nor that a product will perform beyond or outside the intended use of its design. Daystar Enterprises, Inc. is not responsible for occasional typographical errors on the website. Manufacturers' order processing time and product availability are beyond the control of Daystar Enterprises, Inc. Any projected shipment dates provided by Daystar Enterprises, Inc. are estimates only. Daystar Enterprises, Inc. cannot be responsible for the date a product actually ships out of the manufacturer's door. Daystar Enterprises, Inc. also cannot be responsible for damage a product incurs while being shipped to the end user. In keeping with good customer service, Daystar Enterprises, Inc. will assist its customer in pursuing a remedy with the carrier in whose custody a product was damaged or with the manufacturer who shipped the product. However, such remedy is solely at the discretion of the carrier or manufacturer.

RETURN POLICY

Due to the nature of our business, Daystar Enterprises, Inc. needs to maintain a strict return policy. A return will only be accepted up to the duration and parameters of the manufacturer's warranty for exchange or repair if a product is found to have a manufacturing defect. The end user needs to acquire a Return Authorization from the customer service department at Daystar Enterprises, Inc. The defective product then needs to be shipped in its original packaging to the location provided by the customer service department at Daystar Enterprises, Inc. No return shipments will be accepted by Daystar Enterprises, Inc., or by the manufacturer of the defective product, without the original packaging and Return Authorization.

In some cases the sales department at Daystar Enterprises, Inc. may arrange an exchange with the manufacturer for an alternative product. Once the manufacturer receives it in satisfactory condition, the original product will be refunded, minus a restocking fee up to 25%, and the end user will be billed for the replacement product. The original product must be returned in "As New" condition, in the original packaging and with a Return Authorization provided by the customer service department at Daystar Enterprises, Inc. Any returned item that does not meet all three conditions will be considered the property of the end user; and will be shipped back to the end user at the end user's expense. No refund will be provided for any product returned that does not meet all three conditions. Additionally, Daystar Enterprises, Inc. reserves the right to charge an additional 5% fee on all canceled orders, if the order has already been processed. All software is non-returnable, no exceptions. Absolutely no returns on parts are allowed.

Daystar Enterprises, Inc.'s website and board community are currently provided free-of-charge to users who agree to abide by the terms and conditions of this Agreement. Daystar Enterprises, Inc. reserves the right to change the nature of this relationship at any time, and to revise these guidelines and Terms and Conditions from time to time as Daystar Enterprises, Inc. sees fit. Users who violate the terms of this Agreement will have their access canceled and they may permanently be banned from using the site and any interactive services. Users should check these terms and conditions periodically. By using the site after we post changes to these Terms and Conditions, you agree to accept those changes, whether or not you actually reviewed them. Entering the site will constitute your acceptance of these Terms and Conditions. If you do not agree to abide by these terms, please do not enter the site.

MILITARY DELIVERY

Military Delivery to an APO/FPO can only be shipped via The US Postal service, max weight limit 70 lbs. Additional charges may incur if the original manufacturer is unwilling to ship via this method. In this case the product will be sent to our offices and we will take to our local post office as an accommodation to our customer. Charges will apply for the US Postal shipping charges from Daystar Enterprises, Inc.'s office to the customer's destination. You can avoid the additional charges for APO/FPO Sales by arranging authorization to ship to a consolidation point.

RESIDENTIAL TRUCK DELIVERY

Free shipping for Truck shipments is to commercial locations, deliveries to residential locations could incur additional charges. Additional charges will be added to invoice as required.

SHIPPING DETAILS

Shipping usually includes inside delivery (For UPS and FedEx orders 70 lbs or less). For freight shipments (common carrier and other shipments over 70 lbs), shipping includes dock-to-dock delivery in the USA 48 contiguous states. Lift gate and inside delivery will possibly incur additional charges, and will be charged to the customer. If "prior notice" or "24 hour notification" is requested on shipments, additional charges may be applied.

PARTNERS

At Daystar Enterprises, Inc., "Partner" means that we have teamed up with leading companies to bring you quality services and products. "Partner" does not mean that we are partners with these companies for legal purposes. All companies that we feature on our site are solely responsible for their own obligations to you. While Daystar Enterprises, Inc. is not legally responsible for their obligations, we will assist you in dealing with them should any issues arise?

USERS/PARTICIPANTS

We do not discriminate on the basis of age, race, national origin, gender, sexual orientation or religion. No person under the age of 13 should use the site without the consent of their parent or legal guardian. We strongly encourage all parents and guardians to monitor the Internet use of their children. Use of the site by any user shall be deemed to be a representation that the user is 13 years of age or older.

COOKIES

"Cookies" are small-encrypted data files (containing references to user ID information supplied by the user and stored on our secure server) that may write to your hard drive once you have accessed a site. Daystar Enterprises, Inc. uses cookies to enhance your shopping experience with us. Cookies are used to keep track of your shopping cart and to save your password so you do not have to re-enter it each time you visit the site. To learn more about how we protect customer information, please review our Privacy Policy.

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PRIVACY ISSUES

Daystar Enterprises, Inc. is concerned about privacy matters for its customers. Please review our Privacy Policy.

PRODUCT AND SERVICES INFORMATION

Prices and availability may vary. Prices shown on the site apply to the products and services on the site and may change at any time without notice. We attempt to display all products shown on the site in an accurate manner; however, because of the technical differences in the equipment of our customers, we cannot be responsible for photographic differences in size, shape and color of the products. The receipt of an email order confirmation is simply recognition that we have received your requested order, and does not constitute an offer to sell. We reserve the right to limit the quantity of any item sold, or prohibit a sale altogether, including but not limited to prohibiting sales to resellers.

DISCLAIMERS AND INDEMNITY

By using the site and/or posting Materials, you agree to indemnify Daystar Enterprises, Inc., its officers, directors, employees, successors, agents, distributors, and affiliates for any and all claims, damages, losses, and causes of action (including attorneys' fees) arising out of or relating to your breach or alleged breach of this agreement (including without limitation, claims made by third parties for infringement of intellectual property rights), or for any content that is provided by you (or through your user I.D. and/or password). You agree to cooperate as fully as reasonably required in the defense of any claim. Daystar Enterprises, Inc. reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

The information contained in this site is for general guidance on topics selected by Daystar Enterprises, Inc.. Such information is provided on a blind-basis, without any knowledge as to your industry, identity or specific circumstances. The application and impact of relevant laws will vary from jurisdiction to jurisdiction. There may also be delays, omissions, or inaccuracies in information contained in this site. The information on this site is provided with the understanding that Daystar Enterprises, Inc. and various authors and publishers' providing such information are not engaged in, and that providing such information does not constitute the rendering of legal, accounting, tax, career or other professional advice or services. As such, information on this site should not be relied upon or used as a substitute for direct consultation with professional advisors.

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LIMITATION OF LIABILITY

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TERMINATION

Daystar Enterprises, Inc. may, in its sole discretion, terminate or suspend your access to all or part of the site, including, but not limited to, any message boards on the site, for any reason, including without limitation, breach of this Agreement. In the event this Agreement is terminated, the restrictions regarding Materials appearing on the site, and the representations and warranties, indemnities and limitations of liabilities set forth in this Agreement will survive termination. In the event that you are unsatisfied with the services provided by Daystar Enterprises, Inc., your sole remedy is to terminate this Agreement.

JURISDICTION

Daystar Enterprises, Inc. operates the site from its offices within the United States. Daystar Enterprises, Inc. makes no representations that content and materials on the site are legal or appropriate for use from outside the United States. If you choose to access the site from other locations, you do so at your own risk and are responsible for compliance with any and all local laws. You may not use the site in violation of U.S. export laws and regulations.

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, as it is applied to agreements entered into and performed therein, and excluding (i) the United Nations Convention on Contracts for the International Sale of Goods; (ii) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (iii) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. Any action brought to enforce this Agreement or matters related to the site will be brought in either the State or Federal Courts of the Commonwealth of Massachusetts; provided, however, that notwithstanding anything contained in this Agreement to the contrary, Daystar Enterprises, Inc. shall have the right to institute judicial proceedings against you or anyone acting by, through or under you, in order to enforce Daystar Enterprises, Inc.'s rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief. Any claim or cause of action you have with respect to use of the site must be commenced within one (1) year after the claim arises. If any provision of this Agreement is deemed void, unlawful, or otherwise unenforceable for any reason, that provision will be severed from this Agreement and the remaining provisions of this Agreement will remain in force. This Agreement constitutes the entire agreement between you and Daystar Enterprises, Inc. concerning your use of the site, and the Agreement will not be modified, except in writing, signed by both parties.

COMMENTS, COMPLAINTS AND QUESTIONS

We welcome your feedback about the site. However, any comments, ideas, notes, messages, suggestions or other communications sent to the site shall be and remain the exclusive property of Daystar Enterprises, and we may use all such communications in any manner, including reproducing, disclosing and publishing such communications, all without compensation to you. Should you have any questions or complaints regarding violations of this Agreement, please contact us.