



## TERMS AND CONDITIONS

Welcome to the Capitol Seating Company dba USACapitol website. By using usacapitol.com ("Site"), you agree to be bound by these Terms and Conditions, as well as the Privacy Policy, Shipping & Return Policy and all other terms and conditions found elsewhere on this Site.

USACapitol reserves the right to change or modify the Terms and Conditions at any time. Your continued use of this Site indicates your acceptance of any changes. It is your responsibility to read the Terms and Conditions every time you visit the Site. If you are dissatisfied with the USACapitol website or these Terms and Conditions, your sole remedy is to stop using the Site.

### **Electronic Communications**

When you visit the Capitol Seating Company website, you are communicating with us electronically, and you consent to receive email communication from us. For information regarding your privacy in electronic communications, read our Privacy Policy.

### **Copyright**

All content on the Site, including text, logos, images, videos and other materials (collectively, "Content"), is property of USACapitol. You may not use the materials on this Site without the written permission of USACapitol. Requests for written permission should be sent to USACapitol 206 E. Grove Road, Belton, TX 76513. Unauthorized use of Content violating intellectual property laws will be handled accordingly.

### **Colors**

USACapitol attempts to display as exactly as possible the colors of products on our Site. However, we cannot promise the color you see on your monitor matches the actual color of the product. Colors may vary slightly depending on the monitor you are using.

### **Errors**

The USACapitol website strives to be as accurate as possible. However, we cannot guarantee that all product descriptions, images, dimensions, pricing, and other information on our Site is complete and error-free. USACapitol reserves the right to correct any of the above-mentioned information on the Site at any time and without notice.

### **Pricing and Availability**

Prices and availability of products are subject to change without notice.

### **Returns**

Product return requests are determined on an individual basis per order. If return request is approved, a 20% restocking fee will apply.





## **Warranties**

USACapitol warrants that its products shall be free of all substantial defects in original material and workmanship subject to exclusions and limitations. For further information refer to the Warranty Policy and Procedures documents.

## **Governing Law**

These Terms and Conditions are governed by the State of Texas. If any of these provisions are found to be invalid, illegal or unenforceable, that provision will be deemed severable and will not affect the validity, legality and enforceability of the remaining provisions.

It is the responsibility of the dealers to label products in accordance with applicable state regulations.

## **Limited Liability**

USACapitol will not be liable for any direct, indirect, special, punitive or consequential damages arising from your use of or inability to use the Site. Examples include, but are not limited to, those caused by failures of performance, errors, omissions, inaccuracies, interruptions, deletions, viruses or delays in operation or transmission. Some states do not allow the exclusion or limitation of certain damages, so the above limitations may not apply to you if your state does not exclude or limit certain damages.

## **Contact Us**

Please contact us if you have any questions or comments about the use of our Site or these Terms and Conditions.

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