



MAIN OFFICE: 13101 56TH CT STE 804, CLEARWATER, FL 33760

PHONE: (727) 335-3434 • EMAIL: INFO@JACKSEW.COM • WEBSITE: WWW.JACKSEW.COM

## **TERMS & POLICIES**

(LAST REVISED ON 2/11/2024)

## **Shipping Workflow**



 Most orders are packed and leave the warehouse within 3 to 7 days of processing depending on the average lead time. Here's the average lead times for some of the common brands:

Brand Name	Average Lead Time
Consew	1 to 3 Business Days
Juki	7 to 14 Business Days
Valsew	1 to 3 Business Days
Yamata	1 to 5 Business Days
Pfaff & Durkopp Adler	7 to 14 Business Days
Generic Items	2 to 5 Business Days

- We use different freight companies to ship your order.
   To guarantee an efficient and fast shipping experience we select freight companies based on their direct service area.
- Once your shipment leaves the warehouse, a tracking number will be emailed to you automatically from our system.
- It may take 1 to 5 business days for the carrier to deliver it to you. Be advised that Jacksew is not responsible for delays experienced by the freight carrier. Some freight carriers may take longer to deliver in case of severe weather events or during federal holidays.
- 4. If your address is residential, the freight company will call you to inform you of the delivery date so that you can plan accordingly. Provide as many phone numbers as possible to ensure that the shipping company can contact you and let you know when your order will be delivered. Someone needs to be at the delivery address to receive and sign for the product when delivery takes place.
- 5. Be aware that the delivery driver is not responsible for bringing the product inside your location. Their responsibility is to deliver the product to the delivery address and move the freight to the end of the truck. They may or may not take it off the truck for you (unless you chose the Liftgate on Delivery option during Checkout), but they will not bring the item

inside your house, take it up stairs, place it for you, etc. You will need to have appropriate assistance and/or equipment available at delivery to unload it off the end of the truck and get the product inside your house.

- 6. When you sign the delivery receipt, it is a legal contract that states that you received the product in acceptable condition. Always inspect your shipment before signing for it. It is best to completely remove your shipment from its containers regardless of the condition of the box, inspect it thoroughly, and if the table or any parts are damaged, refuse the shipment. This is very important, because once you have signed for your shipment it is your responsibility if it is damaged. If the Customer signs for the product in good condition and the product is damaged, only replacement parts can be purchased at the customer's expense and it is the customer's responsibility to install any replacement parts.
- 7. Save your box and all packaging materials until you are certain that your machine and all parts and accessories are in satisfactory condition.
- 8. Replacement of accepted damaged products will only occur when funds are received from the shipping company after the claim has been filed. Normal claim time is 3 to 4 weeks. If the freight claim is denied and the customer does not inspect the shipment, signing for it in good condition, the damaged product is the customer's responsibility.
- 9. Remember to call us before signing for the product if you do not understand the delivery agreement.

Within the continental United States (the contiguous 48 states), Shipping is Free to the customers on all machine orders unless otherwise specified. Orders being shipped to Hawaii, Alaska, and Canada are not eligible for free shipping. Also, the free shipping policy does not apply to APO's, FPO's and DPO's. Please call 1-727-335-3434 for APO/FPO/DPO rates. In case of Part Orders, shipping rates will be calculated by clicking the Checkout button in the shopping cart. Also, please note that in the case of sewing machine orders, PO Boxes are not acceptable as a shipping address. In such a case, we will contact you to update your shipping address.

DISCLAIMER: DUE TO THE HEAVY WEIGHT AND SHIPPING METHODS USED FOR INDUSTRIAL MACHINES THEY MAY EXPERIENCE MARRING AND SCRATCHES DURING SHIPPING. THIS WILL NOT AFFECT THE OPERATION OF THE MACHINE.

ANY DAMAGE OCCURRING DURING SHIPPING MUST BE CLAIMED TO THE FREIGHT CARRIER IMMEDIATELY. UPON REQUEST, JACKSEW WILL PROVIDE ASSISTANCE

IN FILING A CLAIM ON YOUR BEHALF DURING SUCH AN EVENT. PLEASE NOTIFY US WITHIN 5 BUSINESS DAYS.

## **Order Cancellation Policy**

To guarantee that we provide a reliable and timely ordering experience, orders may be canceled up to 15 minutes after they are placed at no fees to the customer as long as the payment authorization has not been captured. If the customer decides to cancel their order after 15 minutes has elapsed or if the payment authorization has been already captured, a 6% payment processing fee will have to be deducted from the refund. For order cancellation requests received after 12 hours has elapsed from the order date or if the order is already being packed and prepared for shipping, the order will have to be treated as a general return and a 25% restocking fee will have to be applied prior to credit. If you would like to cancel your order, please email info@jacksew.com and explain to us why you wish to cancel. We will then proceed with cancellation according to the policy above.

#### Cancellation fees are waived for items on backorder.

The reason we may collect cancellation fees is because our team tends to start processing your order as soon as received, which incurs costs to us in the case of an unforeseen customer-requested cancellation.

#### Sales Tax

Sales tax at the rate of **7.0%** is applied to all <u>orders being shipped to a Florida address</u>.

If you are Tax-Exempt, please email us your Florida Resale Certificate or any documentation proving Tax-Exempt status, we will then review it and, if approved, mark your account as Tax-Exempt.

If you are purchasing on the behalf of a US Government Agency and are Tax-Exempt, please email us documentation proving Tax-Exempt status before completing your purchase.

For orders shipped to a Forwarding Agent for final and certain movement of the property to a destination located outside Florida, you are automatically Tax-Exempt as long as you provide us with the signed Bill of Lading or sufficient documentation that the tangible personal property was exported outside Florida. It is noted that it should be possible to trace and identify the specific item(s) throughout the documentation.

### **International Orders**

Online ordering is available within the United States, Canada, and Mexico. If you are located overseas, please call +1 (727) 335-3434 or email us at info@jacksew.com to place your order.

Orders shipped outside the US may be subject to a fee for import duties and taxes before or after the package is delivered - payable to your local government. This fee is the responsibility of the customer and is not paid for by Jacksew. If the customer refuses the package then any fees may be deducted from the refund amount.

# **Return Policy**

Jacksew offers 30-day Limited General Returns on purchases unless the item is stated as not returnable. This means that for any reason you are not satisfied with your purchase you can call us and return it for credit.

To return an item for any reason, simply contact us via phone at (727) 335-3434 or email info@jacksew.com and explain to us why you wish to return the item. We will then provide you with a return authorization along with instructions on returning your purchase. Please do not try to return an item without a prior authorization in writing.

#### **General Returns**

Machinery: We do not offer refunds on machines; however, we do accept exchanges (restocking fee will apply) for another machine or for store credit within 30 days of receiving your machine. Orders paid with a third party financing company cannot be returned nor exchanged. A request for a machine exchange must be made prior to returning any machine. Merchandise can only be returned to our location. Customer is responsible for shipping charges to and from our location, as well as any additional charges that may apply. Shipping charges are not refundable. Merchandise must arrive in the same condition as it was received by the customer.

Parts, accessories and supplies: For parts orders, you have 30 days to return your order for an exchange or a refund (restocking fee will apply). You must contact us for authorization before sending back any items. Items sent without prior authorization will be rejected and sent back at your expense. Shipping charges are not refundable.

To return an item, it must be in its original, unused condition unless there is a manufacturer's defect. You must notify us that you wish to return the item within 30 days of receipt of your order. We pay all shipping costs of a return if it is a result of our error and you are exchanging it for the item you ordered (i.e. received an incorrect or defective item, etc). Shipping is non-refundable, and items purchased originally with Free Shipping will have outbound shipping fees deducted from the refund. All returns are subject to inspection before refund is given.

#### **Restocking Fee**

Returned items are subject to a 25% restocking fee, this will be deducted from your refund.

Services including, but not limited to assembly, setup, truck liftgate, and other custom pre-purchase services or customizations are not refundable.

Regarding items such as bobbins, presser feet, or any other sewing accessory that requests you to provide your machine brand and model such as standalone tabletop orders, Jacksew is responsible for all return costs incurred if the part is listed as fitting your machine and it does not.

#### Non-returnable Items

- Electronic Parts (PCBs, screens, motherboards, and related components).
- Software, Programs, and Designs.

- Sewing machine tables and stands.
- Custom-made and special order items.
- Refurbished items purchased physically at Jacksew stores.
- Freight intensive items and items exceeding \$9,000.00 in value.
- Items without the original factory box (does not apply to machines that were originally shipped pre-assembled from our warehouse).

#### **Factory Defects**

We will repair any unit within the first 30 days of purchase if the manufacturer determines it to be defective in material and workmanship. If the unit cannot be repaired within 30 days of purchase we will replace the unit. We or the manufacturer have to see the unit first to determine if the problem you are having is covered by warranty.

The customer is responsible for freight charges to ship the machine to us for diagnosis and repair. Our technicians will coordinate the diagnosis info with the manufacturer and if the repair is determined by the manufacturer to be covered under warranty, we will ship the unit back to the customer via the same shipping method in which it was received at no cost to the customer. We will not accept COD returns.

### **Shipping Damage**

**UPS / FedEx:** Please inspect your package when you receive it from the shipping carrier. If you notice any damage from shipping, please contact our Customer Service Department at 727-335-3434 to report the damage. DO NOT use the product. You must contact us within 5 business days. Make sure that you keep all packaging (boxes, shipping labels, packing material, etc...), as the shipping carrier may visit you to inspect the package.

Freight Carrier: Always inspect your shipment BEFORE signing for it. It is best to completely remove your shipment from its containers, regardless of the condition of the box, inspect it thoroughly, assemble the product (if possible), and if it is damaged make a note of the damage on the delivery receipt, or repackage it and decline delivery. When you sign the delivery receipt, it is a legal contract that states that you accepted the product in that condition. If opening or assembling is not possible at the time delivery is received, it is best to indicate "possible concealed damage" regardless of the condition of the box(es). This is very important because once you have signed for your shipment it is your responsibility if it is damaged. Save your box and all packaging materials until you are satisfied that your product and all accessories are satisfactory (A good practice is to compact the boxes and give them a space in your basement or attic). Attempting a return to the manufacturer for repair/replacement is nearly impossible without the proper boxes and packing material!

#### **Refusal of Shipment**

If you refuse a shipment you will be charged for shipping of the product both ways. A restocking fee will also apply. A refund or store credit will be issued for the difference.

### **Website Information**

Our Website may contain errors, may have missing information, or may not be up to date. We reserve the right to correct any errors or omissions, and to update information at any time without prior notice. Corrections or updates may occur after you have submitted an order from our Website. In that event, we will attempt to contact you with the correct information before processing your order. If we are unable to contact you with the correct information, then you may return the item according to our return policy.

### **Pricing**

If an item is listed at an incorrect price or with incorrect information, then at our sole discretion we reserve the right to refuse orders for that item, contact you for instructions, or cancel your order and notify you of the cancellation. We reserve the right to limit quantities, even after you have submitted an order from our Website. We apologize for any inconvenience that this may cause you.

### **Dispute Resolution**

Actions by Jacksew for non-payment by Customer of the purchase price of products sold by Jacksew, or for redress of other breaches by Customer of these terms and conditions may be brought by Jacksew, at its option, before any U.S. or foreign judicial court of competent jurisdiction. At Jacksew's option, disputes between Customer and Jacksew, including all claims for non-performance by Jacksew, shall be finally settled by arbitration in Pinellas County, Florida, U.S., in accordance with the Commercial Arbitration Rules ("Rules") of the American Arbitration Association, by a single arbitrator appointed in accordance with said Rules, applying these terms and conditions and consistent provisions of the federal and state laws (except conflict of law rules) of the State of Florida, U.S. The language of the arbitration shall be English.

## **Force Majeure**

Jacksew shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees, controls or acts of authority, states of emergency, insurrections, epidemics, pandemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of Jacksew in the conduct of its business.

## **Technical Support**

Jacksew offers free technical support with every sewing machine purchase. Support is offered via email, phone, or via video call. Average support turnaround time is 1 to 3 business days.

## Sewing Machine Assembly/Setup Service

For all sewing machine purchases, we always recommend that we assemble, setup, and sew-off your sewing machine in-house that way you receive the machine ready-to-sew.

Rather than having to deal with the DIY assembly, we highly suggest that all customers ordering a new sewing machine choose the Assembly Option on checkout. Unless you are an experienced sewing machine technician or able to hire a local sewing machine technician to perform the assembly for you upon receiving the machine, we highly recommend that you choose the Assembly Option before placing your order.

DISCLAIMER: THE ASSEMBLY AND SETUP OF THE SEWING MACHINE IS THE CUSTOMER'S SOLE RESPONSIBILITY UNLESS THEY OPT FOR THE ASSEMBLY OPTION DURING CHECKOUT.

## **Machine Warranty Protection**

Besides any applicable warranties provided by the Original Manufacturer, Jacksew offers a standalone <u>90-day limited</u> <u>warranty</u> on defects in materials and workmanship.

- This warranty covers all the machine parts and labor.
- Does not cover errors arising from improper DIY assembly and setup of the machine done by the customer.
- Only applies under normal sewing conditions as prescribed for the machine.
- Consumable items are not covered (needles, bobbins, bobbin cases, springs, oil, and belts).
- This warranty does not cover improper use or abuse under heavy use of machines.
- This warranty does not cover flood, fire, or other acts of nature.

If there are any warranty issues that arise, we ask that you contact us immediately and let us know the details. In most cases, we can guide you with getting your machine in good sewing condition via phone, text or video chat.

If you need any parts that need to be replaced, we stock the majority of parts for immediate shipment. Some parts not in stock may have to be ordered from the manufacturer and may take 1 to 2 weeks for arrival.

If there is a critical issue that needs to be addressed and is out of scope of minor adjustments or repairs, we will ask you to send us the machine to our shop so we can have it repaired and have it back to good sewing condition. In most cases, we will only need the machine head shipped to us.

Shipping charges, both inbound and outbound, are the responsibility of the customer and are not covered under warranty.

Warranty issues do not arise frequently because of our commitment to assemble, test and verify each machine we ship out to our customers. We will never send you a machine directly from the manufacturer in boxes without knowing that the machine will be ready to operate upon arrival.

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