

Purchase Terms & Conditions

IF YOU ARE AN eCosway **INDEPENDENT BUSINESS OWNER (IBO)**, YOUR TERMS AND CONDITIONS OF PURCHASE, AS WELL AS YOUR RIGHTS AND RESPONSIBILITIES AS AN eCosway INDEPENDENT BUSINESS OWNER, ARE EXPLAINED IN YOUR INDEPENDENT BUSINESS OWNERSHIP AGREEMENT. PLEASE REFER TO THE MOST CURRENT VERSION OF THE TERMS AND CONDITIONS OF THE eCosway INDEPENDENT BUSINESS OWNER APPLICATION AND AGREEMENT AND THE eCosway INDEPENDENT BUSINESS OWNER POLICIES AND PROCEDURES FOR A COMPLETE EXPLANATION OF THE eCosway PRODUCT WARRANTY AND EXCHANGE GUARANTEE, AND PRODUCT ORDERING, PAYMENT, SHIPPING AND RETURN AND REFUND POLICIES AS SUCH POLICIES APPLY TO OUR eCosway INDEPENDENT BUSINESS OWNERS. IF YOU ARE A eCosway **IBO or VIP SHOPPER or SHOPPER**, ORDERING eCosway PRODUCTS ONLINE THROUGH THE eCosway WEBSITE, PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF SALE BEFORE COMPLETING YOUR ONLINE PURCHASE OF eCosway PRODUCTS:

Payment Methods. You may purchase your eCosway products online using a credit card (i.e., VISA, MASTERCARD, and other accepted credit cards).

Insufficient Funds and Declined Credit. eCosway reserves the right to assess a reasonable charge for any electronic funds transfer returned unpaid by your bank. Thereafter, eCosway reserves the right to deny your request to order products online through the Electronic Bank Draft Program. In the event that your credit card charge is declined, your order will not be accepted.

Shipping Discrepancies. If you fail to notify eCosway of any shipping discrepancy or damage within thirty (30) days of shipment, you may lose your right to request a correction. eCosway warrants the quality of its products and shall exchange any defective product.

Thirty (30) Day Return Policy for Purchases. If for any reason a Purchaser is dissatisfied with any eCosway product, he/she may return the product to eCosway within thirty (30) days from the date of purchase for a replacement, exchange, or full refund of the purchase price. Returns or exchanges are not acceptable for items that are on promotion or special offers.

Fifteen (15) Day Return Policy for Special eV Sets Purchases. If for any reason a Purchaser is dissatisfied with any eCosway Special eV Set product, he/she may return the Special eV Set product to eCosway within fifteen (15) days from the date of purchase for a replacement, exchange, or full refund of the purchase price.

Product Return Procedures. To receive a refund, exchange, or replacement on product purchased you must do the following:

- Fill in Merchandise Return Number (MRN#) at Online Office.
- Wait for Customer Service to revert on the approval code number.
- This number must accompany all returned products;
- Return the product with the original confirmation of order to eCosway;
- Use proper shipping carton(s) and packaging materials to return the product to eCosway. You are responsible for tracking your return shipment should that be necessary.
- eCosway is not liable for items lost in transit.

Delivery & Risk of Loss. eCosway may deliver your products by common carrier. If eCosway ships your products by common carrier, you agree to pay for freight, handling and other pertinent shipping charges to cover the cost of shipping your products from eCosway warehouse to your shipping address. Delivery of your products is complete when eCosway delivers the products to the common carrier and title to the products and risk of their loss or damage in shipment pass to you at that time.

General Terms

Images of Products on the eCosway website are for illustrative purposes only; actual Products may differ from such images. We will treat all your personal information that we collect in connection with your product purchase in accordance with the terms of our Privacy Policy; use of our website will be subject to our Website Terms and Conditions.

eCosway reserves the right to update or modify these Terms and Conditions at any time and without prior notice. For this reason, you should review these Terms and Conditions each time you purchase products from us.

If any provision of these Terms and Conditions or your Purchase Agreement with eCosway is held invalid or unenforceable by a court of competent jurisdiction, the remaining Terms and Conditions or provisions of your Purchase Agreement shall remain in full force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

No waiver of any Term and Condition or provision or condition of your Purchase Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that Term or Condition, provision or condition or any other term, provision or condition of your Purchase Agreement with eCosway.

You may not assign, charge, sub-contract or otherwise transfer your rights or obligations under these Terms and Conditions or any provision, term or condition of your Purchase Agreement with eCosway. Any attempt by you to do so shall be null and void. We may assign, charge, sub-contract or otherwise transfer your Purchase Agreement, or any of our rights or obligations arising under your Purchase Agreement, at any time providing such action does not serve to reduce the guarantees benefiting you under the Purchase Terms and Conditions of your Purchase Agreement with eCosway.

Your Purchase Agreement is made for your benefit and the benefit of eCosway and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree to any amendment, variation, waiver or settlement under this Agreement is not subject to the consent of any person who is not a party to this Agreement.

These Purchase Terms and Conditions and your Purchase Agreement represent the complete agreement between you and eCosway with respect to your online product purchase, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written.

This Agreement will be governed by and interpreted in accordance with the laws of the State of California, U.S.A. Any action relating to the use of the eCosway website or your online purchase must be brought in the state or federal courts located in the State of California, U.S.A.

Most of the time, the products you want to buy are in stock and will ship immediately. However, there will be times when the items you ordered are experiencing a shipping delay or are unavailable. When an order is shipped you will be notified by mail.

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