

nILS' Bulk Order Terms and Conditions (v0.1)

By participating in any bulk order that links to this page, you agree to these terms and conditions:

§1 No Whining

I'll keep everyone who participates in the bulk order posted about the progress and things they might need to do. If I don't post updates, there's a reason for it (spontaneous combustion, delay of shipping, no news...). If there's no new info available on the WIKI page that belongs to this specific bulk order, there's no news and there's no need for inquiring/nagging/whining/bitching of any kind. Any of that behavior will get you kicked from the bulk order.

§2 Delivery And Title

All shipments by me are F.O.B. my house and the amount of all transportation charges will be paid to me by you in addition to the purchase price of the goods. Subject to my right of stoppage in transit, delivery of the goods to the carrier will constitute delivery to you and title and risk of loss will pass to you. I will make reasonable efforts to initiate shipment and schedule delivery as close as possible to the specified delivery date. You acknowledge that delivery dates provided by me are estimates only and that I will not be liable for failure to deliver on such dates. Selection of the carrier and delivery route will be made by me unless specifically designated by you. I reserve the right to make deliveries in installments. Delay in delivery of one installment will not entitle you to cancel any other installment(s). Delivery of a quantity that varies from the quantity specified shall not relieve you of the obligation to accept delivery and pay for the goods delivered.

§3 Failure To Communicate / Pay

Members who fail to answer their PMs, eMails or fail to pay before the applicable deadline either lose their spot on the list or get removed from the order. Those members will be notified via PM.

§4 My Goods, My Bulk Order, My Choice

I may remove people from the list at will without giving reasons for doing so. If you got removed you may pick your reason from the following list: you failed to reply to my messages, you failed to pay on time, you are a rapist, you are an admirer of the Bush administration, you are a monkey with a red ass, you are a banana or some other fruit, your nickname is annoying, your avatar is annoying, your hair-style is annoying, it's Tuesday.

§5 Shipping Times

Once the goods are available and ready to be shipped out, they will be shipped out as promptly as possible. Depending on the amount of packages to be sent this will not be done on a single day / in a single week. The order in which the packages are sent out will be random.

§6 The NPQ Rule

Be **n**ice. Be **p**atient. Wait **q**uietly.

§7 This Document

I may change these “Terms and Conditions” how I see fit.

§8 Force Majeure

I will not be liable for delays in delivery or for failure to perform my obligations due to causes beyond my reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. My time for delivery or performance will be extended by the period of such delay or I may, at my option, cancel any order or remaining part thereof, without liability by giving notice to you.

§9 Tax

You agree to pay all customs charges and taxes. Please be advised that a duty or tax will most likely be due on your package at delivery time. I cannot accurately estimate the amount due. If this is your first time importing please call your customs office and ask before ordering! They will need the total value of the package being imported. If you refuse an item at delivery due to customs/brokerage, your item will sit at customs until either the taxes or return fees are paid. The return fees are the responsibility of the customer. I will not issue any refund until the returned merchandise is in my hands.

§42 Salvatory Clause

Should any part of this agreement be invalid for any reason, it is to be replaced with a corresponding text, which is valid and equivalent to the intended meaning. The rest of the agreement shall remain unaffected and valid.

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