#### Our Promise to You

We offer an Appearance & Functionality Guarantee for all your purchases at Things Sought After. Specifically, you will receive your item(s) as depicted in the item description (excluding dimensions & weights, as well as, color variations due to monitor settings); and your shipment will not be damaged during transit or you will receive a full refund of your purchase price including shipping costs. Please see our Return and Warranty Policies below.

Effective: February 2<sup>nd</sup>, 2018

\*\*\*Any purchase from Things Sought After signifies your acceptance of the following policies and Terms of Use\*\*\*

#### Warranty / Money Back Guarantee Policies

Merchandise sold by Things Sought After is new (not used or refurbished) unless otherwise stated in the listing. Many of our items carry a manufacturer's warranty, which protects you against manufacturing defects and/or non-working units. When a manufacturer's warranty is provided with a particular product, the buyer will be required to contact the manufacturer for warranty replacement beyond 14 days from the delivery date, as shown in online tracking information.

If an item is being sold without a manufacturer's warranty, Things Sought After guarantees that your purchase will be as described in the listing or your money back upon return of the unused merchandise to Things Sought After AND in accordance with our return policy stated below.

### **Communication Policy**

We communicate with all eBay buyers exclusively through the eBay message system. In order for us to provide our customers with excellent service we need to be able to communicate effectively with them. During our regular customer service hours, we typically respond to all eBay messages within (2) hours of being received. If you need to contact Things Sought After, our regular customer service hours are Monday through Friday 10:00 AM to 6:00 PM Eastern Time. Our customer service department will be closed on all nationally recognized holidays.

#### Below are the methods that we use to communicate with all eBay customers:

- All post-sale customers should contact us through your 'My ebay' page as follows:
  - 1. Log into your eBay account.
  - 2. Navigate to your 'My eBay' page.
  - 3. In the left column, locate and click the link that will direct you to your [Purchase History].
  - In the center column, locate the transaction in which you purchased an item from us (our eBay ID is: things\*sought\*after).
  - 5. To the right of the transaction, click the [More actions] link to open a context menu of other links related to the transaction.
  - 6. In the context menu, click the [Contact seller] link. This will connect the transaction to your request so that we will be able to easily identify you as one of our customers. Note: If the transaction is old, it may not appear in your purchase history because eBay purges older transactions from their system. If this is the case, please click <a href="here">here</a> to contact us in a generic eBay message. In addition to your question(s), please be sure to include your full name, shipping address and eBay user ID for our reference. Do NOT send your eBay password to us as we do not need it.
- All pre-sale inquiries should be submitted through the "Ask a question" link located at the bottom of the page of the item you are inquiring about. This will link your question to the item and add clarification to your inquiry.

#### **Payment Policy**

The accepted methods of payment will be shown in our eBay listings. When paying for your item(s), the following requirements shall apply:

- SHIPPING ADDRESS The actual shipping address that you want your item shipped to must be on the PayPal receipt that we receive from PayPal. This is
  accomplished by adding your preferred shipping address to your PayPal account BEFORE making a payment. During checkout simply choose the correct
  shipping address for your items. Requests to change the address AFTER the payment is made will be force us to refund your payment allowing you the
  opportunity to add the correct address to your PayPal account and resubmit your payment.
- CHECKOUT TIME FRAME eBay checkout must be completed within seven days of auction close or the item(s) shall be considered forfeited and eBay may issue a non-paying bidder strike on the buyer's eBay account.
- PAYMENT TIME FRAME Payment must be made within (7) days of committing to purchase an item.
- **HOLD TIME** The hold time for any items purchased <u>but not paid for</u>, is (10) days. If you need us to hold a shipment longer, we will be glad to do so for a maximum period of 30 days providing the item is paid for in advance.
- **RELISTING OF UNPAID ITEMS** We reserve the right to re-list all items that are not paid for within (7) days, if payment arrangements have not been requested by the buyer within (7) days of commitment to purchase.

#### **Shipping Policy**

Please note the following important points about shipping:

- Shipping Address We will gladly ship your item(s) anywhere within our stated shipping destinations however; the actual address that you want your item shipped to, must be on the receipt that we receive from PayPal. This is accomplished by either of the following:
  - Add your preferred shipping address to your PayPal account BEFORE making a payment. During checkout simply choose the correct shipping address for your items. Requests to change the address AFTER the payment is made will be denied per PayPal policy. Changing your address after you have submitted a payment will result in us refunding your payment; allowing you the opportunity to add the correct address to your PayPal account and resubmit your payment.

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- If you do not have a PayPal account, you can simply add the correct shipping address to the transaction during eBay checkout. eBay will add your chosen address to the receipt automatically.
- Combined Shipping We are happy to combine shipping whenever possible. Please request a total from us before paying for your order. We will combine the
  shipments that can be combined, recalculate the shipping cost and send an updated invoice to you.
- Christmas Shipping FedEx will accept packages until Dec. 23rd for Standard Overnight delivery before Christmas. Customers shipping packages in the contiguous U.S. will have until Dec. 17th to ship via FedEx Ground® or FedEx Home Delivery® for delivery before Christmas (Dec. 13th for packages shipped to or from Alaska and Hawaii). CLICK HERE SEE THE FedEx® LAST DAYS TO SHIP CHART
- Tracking Number A shipment tracking number will be uploaded to your eBay account upon processing of the shipment.
- Signature Required Per PayPal policy, purchases that total more than \$750.00 USD (i.e. item price, shipping costs and taxes) shall require a signature at time of delivery. These shipments will be subject to (3) delivery attempts. If the carrier is unable to obtain a signature, the shipment will be returned to Things Sought After and the buyer will have to pay for shipping again in order to receive their purchase. Under these circumstances, the shipping charge is not refundable.
- Insurance Insurance is automatically included in the stated shipping costs. If your shipment arrives damaged we will file a claim with the carrier on your behalf. For damaged products, the buyer is required to keep all packaging materials and the product(s) for inspection by the carrier. For assistance, please contact us through the eBay message system.
- APO'S, FPO'S OR PO BOXES We offer shipment to these types of addresses by request only through the eBay message system. Please contact us as instructed in our [Communication Policy] above.

#### Residents of Hawaii or Alaska

Residents of Hawaii or Alaska need to request a shipping quote, as service to these locations will not be an option for you on our eBay listings at this time. Please request a shipping quote using the "Ask a question" link located at the bottom of the page of the item you are inquiring about. This will link your inquiry to the item for clarification.

#### **International Customers**

- · Shipments to destinations located outside of the USA will incur a processing fee, which will be included in your displayed shipping cost.
- Your phone number is required by the carrier before shipment.
- International customers should confirm with your local customs agent that the items being auctioned or sold are allowed to be imported into your country prior to bidding/buying. We are not responsible for rejected or confiscated shipments.
- Import duties, taxes and governmental charges are not included in the item price or shipping charges. These charges are the buyer's responsibility. Please check with your country's customs office to determine what these additional costs will be prior to bidding or buying. These charges are normally collected by the delivery company or when you pick the item up from your Customs Office. Duties, taxes and other governmental charges should not be considered shipping costs. They are fees that are mandated by the government of the country in which you live and not by Things Sought After.

#### **Return Policy**

GENERAL MERCHANDISE - All returns shall be subject to the terms below AND eBay's policies regarding item condition and return timeframes.

<u>ITEM CONDITION</u> – <u>IMPORTANT!</u> The condition of the item(s) you wish to return must be unused and resalable as new or your refund will be denied. See the following eBay help pages for more information:

- eBay's policy for the condition of item(s) to be returned: http://pages.ebay.com/help/policies/return-item-condition.html
- Additional details for returning items on eBay are available here: <a href="http://pages.ebay.com/help/buy/return-item.html">http://pages.ebay.com/help/buy/return-item.html</a>

<u>VEHICLE PARTS & ACCESSORIES</u> – <u>IMPORTANT!</u> In addition to the terms above, a valid 17-character Vehicle Identification Number (VIN) is required at the time of purchase for all vehicle parts and accessories. Furthermore, if you choose NOT to reply to our VIN request and/or provide your VIN number to us, any items purchased for your vehicle will be a final sale and no refunds will be issued after installation of the item has been attempted. Your product warranty will remain in effect as stated in the manufacturer's warranty statement supplied with your product(s).

**RMA REQUIRED** – Return Merchandise Authorization (RMA) is required for all returns. RMA may be requested through eBay by clicking <a href="here">here</a>. All items sent back without an RMA will either be returned to the customer or disposed of if we cannot contact the sender.

**RESTOCKING FEE** – A 20% restocking fee shall be deducted from all items returned so that we may recoup our processing and shipping costs to get the item to you originally.

## **Privacy Policy**

Unless required to do so by law we will not rent, sell or otherwise share your private information with anyone or any company not directly involved with the delivery of our products and/or services. Our privacy policy may be viewed here: <a href="http://www.thingssoughtafter.com/ebay/policies/tsa\_privacy\_policy-ebay.pdf">http://www.thingssoughtafter.com/ebay/policies/tsa\_privacy\_policy-ebay.pdf</a>

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Please note that these policies apply specifically to the Things Sought After eBay store and listings. Our website has policies that may differ from these; please see our website for further information.

# **Things Sought After - Terms of Use (TOU)**

# **Acceptance of Terms**

Things Sought After provides a collection of online resources, (referred to hereafter as "the Service") which are subject to the following Terms of Use ("TOU"). By using the Service in any way, you are agreeing to comply with the TOU. In addition, when using a particular Things Sought After service, you agree to abide by any applicable posted guidelines for all Things Sought After services, which may change from time to time. Should you object to any term or condition of our Store Policies or the TOU, any guidelines, or any subsequent modifications thereto or become dissatisfied with Things Sought After in any way, your only recourse is to immediately discontinue use of the Things Sought After services. Things Sought After has the right, but is not obligated, to strictly enforce the TOU through self-help, community moderation, active investigation, litigation and prosecution.

#### **Modifications to this Agreement**

We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this agreement on a regular basis to keep yourself apprised of any changes. You can find the most recent version of the TOU at:

http://www.thingssoughtafter.com/ebay/policies/tsa\_store\_policies-ebay.pdf

### **Limitations of Liability Policy**

UNDER NO CIRCUMSTANCES SHALL THINGS SOUGHT AFTER BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF THINGS SOUGHT AFTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE PRODUCTS MADE AVAILABLE THROUGH THINGS SOUGHT AFTER, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE PRODUCTS OR SERVICES BEING OFFERED FOR SALE, FROM THE INABILITY TO USE THE PRODUCTS OR SERVICES, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE PRODUCT LISTING OR THE SERVICES BEING OFFERED. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE THINGS SOUGHT AFTER SITE AND/OR PRODUCT AND SERVICE LISTINGS FOUND ON VARIOUS SITES THROUGHOUT THE INTERNET, OR THE SERVICE OR ANY LINKS ON THE THINGS SOUGHT AFTER SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH, OR ADVERTISED IN CONNECTION WITH THE THINGS SOUGHT AFTER SITE AND/OR PRODUCT/SERVICE LISTINGS OR ANY LINKS TO OTHER PRODUCTS/SERVICES MADE AVAILABLE IN CONNECTION WITH THE THINGS SOUGHT AFTER SITE, PRODUCTS, LISTINGS AND SERVICE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

#### **Indemnity Policy**

You agree to indemnify and hold Things Sought After, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of the agreement to purchase products and/or services, content you submit, post or make available through the Service, your use of the Service, your violation of the TOU, your breach of any of the representations and warranties herein, or your violation of any rights of another.

#### **General Terms of Sale**

The TOU constitute the entire agreement between you and Things Sought After and govern your use of the Service, superseding any prior agreements between you and Things Sought After. The TOU and the relationship between you and Things Sought After shall be governed by the laws of the State of Michigan without regard to its conflict of law provisions. You and Things Sought After agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Lapeer, Michigan. The failure of Things Sought After to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

\*\* This document and the policies contained herein are subject to revision. \*\*