



Terms and Conditions

Application

These terms and conditions govern the sale of goods by Gulf Coast Data Concepts, LLC (hereinafter referred to as GCDC) and the Customer.

Orders

Please visit our online store for fast and secure purchase of our products. Online orders must include a valid credit card, billing address, shipping address, phone number, and email address. Submit purchase orders to sales@gcdadataconcepts.com or fax to 1-888-619-3587.

Payment Terms

We accept Visa, MasterCard, American Express, Discover, and Diners Club credit cards. Net 30 day terms are only available to Customers approved by GCDC. Please contact GCDC sales for further information regarding Net 30 day credit approval. GCDC reserves the right to defer shipment or cancellation of the order if the Customer fails to provide satisfactory security or account information. Please note that international orders do not include any applicable import duties or taxes. The Customer is responsible for import duties, taxes, and/or trade regulations.

Sales Tax

All orders shipped within the state of Mississippi are subject to 7% sales tax rate. Customers within the state of Mississippi with tax-exempt status must provide to GCDC a copy the tax-exempt status certificate.

Cancellation

The Customer shall pay for any and all unrecoverable costs resulting from the cancellation of any order.

Shipping

Most orders ship within 24 hours of approval. However, failure to make shipment as scheduled does not constitute a breach of contract or entitle the Customer to damages of any kind. Goods damaged in transit must be noted on the freight bill by the delivering carrier and claims for damaged goods shall be made against the delivering carrier.

Acceptance of Goods

The Customer must inspect the goods within 10 days upon delivery. Failure to inspect within the 10 days shall constitute a waiver of the Customer's rights of acceptance and shall be equivalent to acceptance of the goods. If upon inspection the goods are rejected as nonconforming, the Customer shall notify GCDC of rejection within 10 days of delivery.

Returns

Unused and undamaged products may be returned to GCDC within 30 days for full refund of the purchase price, excluding shipping and handling charges. Return of goods after 30 days is at the discretion of GCDC. Please contact GCDC sales for instructions regarding return of goods. The customer is solely responsible for shipping any returned product and agrees to use only reputable carriers capable of providing proof of delivery and insurance for the entire value of the shipment. The customer agrees to bear all shipping and insurance charges and all risk of loss for the return product during shipment. The customer agrees that all returned products will be 100% complete and undamaged.

Defective Goods

Return of a product under warranty requires proof that the Customer is the original purchaser of the product from GCDC. Warranty is void if the product is damaged due to improper use, maintenance, negligence, or unauthorized modification by the Customer.

Warranty

GCDC warrants to the original Customer for a period of one year from the date of original purchase that the product(s) purchased are free of defect in material and workmanship as defined by the original product description. During the warranty period, GCDC will at its discretion repair or replace a defective product.

Limitation of Liability

The limit of GCDC's liability for any loss shall not exceed the Customer's purchase price of the product(s). The Customer is solely responsible for the determination of suitability of products to the specific needs of the Customer.

Indemnification

The Customer will indemnify GCDC and hold GCDC harmless from any liability or damage resulting from the use of the product in a manner that could lead to personal injury or death.

Modification

The terms and conditions can be modified or rescinded only by written agreement by both parties, or their duly authorized representatives.

Applicable Law

These terms and conditions shall be governed by and construed in accordance with the provisions of the Uniform Commercial Code as adopted by the state of Mississippi. The 1980 United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods do not apply to these terms and conditions.