Terms of Use

B & K Electric Wholesale (“Seller”) will sell products to you (“Buyer”) subject to the following Terms & Conditions.

Privacy
Please review the Seller’s Privacy Notice which also governs the use and access to the Seller’s website.

Electronic Communications
The Seller will normally communicate with Buyer through e-mails which is considered electronic communication. The Buyer consents to receive electronic communication from the Seller through e-mails or through notices available on the Seller’s website. The Buyer hereby consents that these electronic agreements, notices and communications meet the legal requirements of written documents.

Authorization to Contact You
The Buyer agrees to receive calls from the Seller at any of the telephone numbers that the Buyer has provided to the Seller, that have been collected by the Seller’s own efforts or that have been provided by third parties. If the telephone number that the Seller has collected is a mobile telephone number, the Buyer consents to receive SMS or other text messages at that number. Standard telephone minute and text charges may apply if the Seller contacts the Buyer at a mobile number or device. The Buyer agrees that the Seller may contact the Buyer in the manner described above at the telephone numbers the Seller has on record for the following:

To contact the Buyer for reasons relating to the Buyer’s purchase(s), account or the Buyer’s use of the Seller’s products (such as to collect a debt, resolve a dispute or to otherwise enforce the Seller’s User Agreement) or as authorized by applicable law.

Use of the Seller’s Website and Products
In connection with all dealings between Buyer and Seller, the Buyer will not:

Post or upload inappropriate content to the Seller’s site.

Breach or circumvent any laws, our systems, policies or the Buyer’s account status.

Use the Seller’s Website for purchases if the Buyer is not able to form legally binding contracts which include but is not limited to being under the age of 18 years, or the Buyer is temporarily or indefinitely suspended from using the Seller’s sites, services, applications or tools.

Transfer the Buyer’s account and user ID to another party without the Seller’s consent.

Distribute viruses or any other technologies that may harm the Seller or the interests or property of users on the Seller’s website or products.
Use any automated means such as robot, spider or scraper to access our website, business or products for any purpose. Seller’s applications, software or information cannot be commercialized.

Reproduce, perform, or display content that belongs to the Seller outside of the Seller’s website.

Circumvent any technical services the Seller provides to the website.

If the Seller believes or discovers that the Buyer is abusing the Seller’s website or its purchase restrictions in relation to any products in any of the ways listed above or otherwise, the Seller may, at the Seller’s discretion, take any steps to prevent such abuse through the following: limit access, suspend or terminate your access to the Seller’s website or products, reduce or eliminate any discounts and take technical and/or legal action to prevent the Buyer from using Seller’s website.

The Seller can cancel unconfirmed or inactive accounts. The Seller reserves the right to refuse or terminate access to anyone for any reason at the Seller’s discretion.

The Seller reserves the right to make changes to the site, policies and these conditions of use at any time. If these conditions are deemed invalid, void or for any reason unenforceable, such provision will be struck out and shall not affect the validity and enforceability of the remaining provisions.

Applicable Law

The Terms and Conditions set forth herein are governed by the laws of the State of California and such laws and jurisdiction shall govern any disputes that arise between the Buyer and the Seller.

1. Sales:
   All sales are expressly conditional on Buyer’s agreement to Seller’s standard terms and conditions. Any of the terms and provisions of the Buyer’s order which are inconsistent with or in addition to the terms and conditions hereof shall not be binding on Seller and shall not be considered applicable to the sale or shipment of the merchandise referred to herein. Acceptance of the terms and conditions hereof by Buyer shall be provided to Seller in writing; however in the absence of such written notification, the sale and shipment by Seller of the merchandise covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof. No modifications of this Agreement shall be binding unless in writing and signed by an authorized representative of the seller. Any modifications requested by Buyer shall be presented to Seller in writing at least 5 days before shipment of any products, and Seller shall only become bound by such alternate or modified terms upon acceptance in writing by an authorized representative of Seller.

Pricing and Availability:
Although Seller tries to ensure that all details, descriptions and prices are accurate, errors may occur. If Seller discovers an error in the price of any goods which Buyer has ordered, Seller will inform Buyer as of this as soon as possible and give Buyer the option of reconfirming Buyer’s order at the correct
price or cancelling it. If Seller is unable to contact Buyer, Seller will treat the order as cancelled. If Buyer cancels after payment of the goods has been made, Buyer will receive a full refund.

2. Warranties & Limitation of Liability:
   The goods sold by Seller are products of recognized manufacturers sold under their respective brand or trade names in accordance with their terms and conditions. Seller shall use its best efforts to obtain from each manufacturer in accordance with the manufacturer’s warranty (copies will be furnished upon request) or customary practice, the repair or replacement of goods that may prove defective in material or workmanship. The foregoing shall constitute the exclusive remedy of Buyer and the sole obligation of Seller. Except as to title, SELLER GIVES NO WARRANTY EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE. Seller shall not, under any circumstances be liable for any special, direct, indirect, incidental, exemplary, or consequential damages to persons or property arising out of or connected with the transactions contemplated hereby or the manufacture, subsequent sale, or use of the goods, including, but not limited to, loss of profit or revenues, loss of use in the products or any associated equipment, cost of capital, cost of substitute products, facilities, service or replacement power, down time, costs or claims of Buyer’s customers for such damages. If Buyer transfers title to or leases the products sold hereunder to any third party, Buyer shall indemnify and defend Seller and its suppliers against any such damage. Seller’s maximum liability for any reason shall be the value of the goods purchased by Buyer under this agreement, subject to the right of removal and return of the goods sold as provided below.

3. Delivery, Title and Risk of Loss:
   Delivery dates are approximate and based upon receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made and title will pass F.O.B. point of shipment to Buyer and each shipment or delivery shall be considered a separate and independent transaction. Risk of loss or damage pass to Buyer on delivery. Freight Charges are listed as a separate line item in the invoice and also included the “Total” invoice line.

4. Excusable Delays:
   Seller will make a reasonable effort to notify Buyer of any material delay and will specify a revised delivery as soon as practicable. Seller will not be liable for delays in delivery or performance, or for failure to manufacture, deliver or perform as a result of acts of God, fire, acts of civil or military authority, government priorities, strikes or other disturbances, floods, epidemics, war, riots, delays in transportation or car shortages, or inability on account of causes beyond the reasonable control of the Seller to obtain necessary materials, components, service or facilities, or any other cause beyond Seller’s reasonable control. In the event of any such delay, there will be no termination and the date of delivery or performance shall be extended for a period equal to the time lost by the reason of delay. The Seller will not be held responsible for liquidated damages caused by delayed deliveries.
5. Returns:
Merchandise is not returnable without the written consent of Seller. Requests of permission to return must be made within thirty days after receipt of shipment. Seller will assign an authorized number for approved returns which must appear on both the customer’s shipping container and the related debit memo. Only current items in their original cartons, standard package quantities are subject to return. All unauthorized returns will be sent back to Buyer at his expense. Return shipments must be pre-paid and shipped in accordance with the instructions set forth on the return authorization form. The Seller does not take title to returned items until the item arrives to at Seller’s warehouse. At the Seller’s discretion, a refund may be issued without requiring a return. In this situation, the Seller does not take title to the refunded purchase. Credit will be issued, less any transportation charges and service charges to cover handling, inspection, counting, repackaging, restocking fees, etc.

6. Payments and Financial Conditions:
You enter into a legally binding contract to purchase an item when you commit to buy an item. You must have a payment method on file when making a purchase.

The Seller generally does not charge the Buyer’s credit card until the order has entered the shipping process.

The Buyer is responsible for ensuring all information provided to the Seller is true and accurate and that Buyer is an authorized user of the credit or debit card used to place Buyer’s order and that there are sufficient funds to cover the cost of the goods.

If Seller commences litigation or employs attorneys to collect payment of any amounts due it from Buyer, Buyer agrees to pay all attorney’s fees and costs incurred by Seller.

If Buyer fails to or refuses to accept delivery of the goods ordered hereunder or defaults in the performance of any of the terms, covenants and conditions of this agreement, Seller may retain the funds deposited or paid to it and apply the same toward payment of its damages. If materials ordered have been delivered to Buyer at the time of default, Seller may declare the full amount due and payable without notice or demand and/or may have access to Buyer’s premises in order to repossess the goods if allowed under law.

7. Disclosure of Information:
Any information, suggestions or ideas transmitted by Buyer to Seller, or in performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in writing and signed by a duly authorized Officer of Seller.
8. Taxes:
In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any product or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with a tax exemption certificate acceptable to the taxing authorities. Seller will only collect sales taxes for the State of California; however, if a Vendor charges taxes for merchandise shipped out-of-state, then Seller will collect the out-of-state taxes owed to Vendor.

9. Claims against Seller:

In order to give Seller a reasonable opportunity for investigation, any claim by Buyer against Seller based wholly or in part upon or any manner related to this agreement and/or merchandise sold hereunder shall be made in writing and delivered to Seller within (30) days after the date of sale or occurrence giving rise to the claim, whichever shall be later, and otherwise such claims shall be waived. Each notice of claims shall set forth fully the facts on which the claim is based. Any action based on such claims or otherwise arising hereunder, must be commenced and prosecuted within two years after the cause of action has accrued. This agreement shall in all respects be governed by the laws of the state of California, United States. Buyer agrees that the California courts located in the County of Los Angeles, California, shall have exclusive jurisdiction over all claims arising under or in any way related to this Agreement and agrees that venue and jurisdiction is proper in those courts.

10. Paragraph Headings:
Paragraph headings are intended for convenience only and shall not be deemed to limit or affect the scope of the provisions contained herein.