

Purchase Terms

Thank you for shopping at BC-Servicesinc.com's ("BCSI") online shopping mall. "You", "you" and "your" refer to each entity or individual that purchases goods and/or services ("Products") from BC-Servicesinc.com's online shopping mall located at www.bc-servicesinc.com ("Web Site").

This Purchase Terms and Conditions ("Purchase Terms") apply to all of your online purchases from the Web Site and may NOT be altered, supplemented, or amended by you through the use of any other document(s). Any attempt by you to alter, supplement or amend this document or to enter an order for Product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both you and BCSI.

ACCEPTANCE

BY PURCHASING PRODUCTS FROM THIS WEB SITE, YOU AGREE TO BE BOUND BY AND ACCEPT THIS PURCHASE TERMS.

PRODUCT DESCRIPTIONS AND REMEDY

BCSI contracts with businesses ("BCSI Suppliers") to sell their Products to BCSI for immediate resale to customers. BCSI Suppliers are responsible for writing the product descriptions of their respective Products. BCSI does not warrant that the product descriptions are accurate, complete, reliable, current, or error-free. If a Product you purchased from BCSI is not as described, your sole remedy is to return the Product in unused condition.

If you have any questions regarding a purchase or if you do not recognize a charge on your billing statement, please contact us by way of the means provided on our "Contact Us" page.

PRICING

BCSI Suppliers provide BCSI with a suggested retail price for Products. BCSI as the reseller makes the final determination as to the price for which the Product will be sold. The price may be different than the suggested price of the Supplier.

RISK OF LOSS

All shipments of Products purchased from BCSI are accomplished pursuant to a direct shipment from the Supplier in accordance with the Supplier's shipping contract. Unless otherwise specifically stated by the Supplier, this means that the risk of loss and title for such Products pass

to you upon delivery of the Product to the carrier.

PAYMENT METHODS

The current payment methods available are through paypal: online checks; credit or charge cards from Visa, MasterCard, American Express, Discover, and or debit cards with the Visa or MasterCard logo. Orders are processed only after a billing address, or other billing information, has been verified.

DELIVERY AND TAX

Separate charges for shipping and handling may apply. If there are separate charges, such charges will be shown on your order form. BCSI Suppliers select the method of delivery, so delivery options will vary.

If applicable, a separate charge for taxes will be shown on your order form. Currently, the only states we must charge sales tax is Ohio. If you are having a Product shipped to Ohio, you will be charged the applicable local sales tax rates.

RESALE

BCSI sells the Products of its Suppliers to customers for non-commercial use. Unless specifically stated otherwise with regard to a particular Product, you may not resell the Product.

LIMITED WARRANTY AND DISCLAIMER

BCSI Suppliers may provide a limited warranty for Products sold by BCSI. To the extent allowed by the Supplier, BCSI will assign the limited warranty to you.

BCSI PROVIDES NO SEPARATE WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BCSI EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS REGARDING ANY PRODUCTS SOLD TO YOU, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

LIMITATIONS OF LIABILITY

BCSI DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN,

INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. BCSI WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, OR STATUTORY DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES BUNDLED WITH THE PRODUCTS, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, BCSI SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF PRODUCTS OR SERVICES UNDER THESE PURCHASE TERMS GIVING RISE TO SUCH LIABILITY.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

EXPORT

The United States export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations, including but not limited to the Export Administration Act and the Arms Export Control Act, and not to transfer, by electronic transmission or otherwise, any materials or information derived or purchased from the Web Site to either a foreign national or a foreign destination in violation of such laws.

JURISDICTION, VENUE, STATUTE OF LIMITATIONS

This Purchase Terms shall be governed by the laws of the State of Ohio, USA, without reference to its conflicts of laws principles. You agree that any action at law or in equity arising out of or relating to this Web Site, the Purchase Terms, or the Services of BCSI shall be filed exclusively in the state or federal courts located in Franklin County, Ohio, and you hereby consent and submit to the personal jurisdiction of such courts.

You agree that regardless of any law or statute to the contrary, any claim or cause of action arising out of or relating to this Web Site, this Purchase Terms, or the Services of BCSI must be filed within one (1) year of the date the cause of action arose or be deemed waived and forever barred as untimely.

INDEMNIFICATION

You agree to defend and indemnify BCSI and its employees and suppliers from any claim or demand, including reasonable attorney's fees, arising from your failure to comply with this Purchase Terms, your violation of any law, or the rights of a third party.

ADDITIONAL TERMS

If any provision of this Purchase Terms is held to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of this Purchase Terms, and any part of such provision not held invalid or unenforceable shall remain in effect.

If such holding of invalidity or unenforceability is based on a measure of liability, performance, or time set as a standard in this Purchase Terms, such provision shall be replaced by a legally valid measure of liability, performance, or time which is as close as possible to that originally specified.

Notwithstanding anything herein to the contrary, the "Limited Warranty" and the "Limitation of Liability" language shall survive the termination of this Purchase Terms.

The provisions of this Purchase Terms will inure to the benefit of and be binding upon BCSI and its successors and assigns, and you and your heirs, executors, administrators, successors, and personal representatives, and all persons you represent and their respective successors, assigns and related persons.

You and the persons you represent may not assign your rights and obligations under this Purchase Terms without the express prior written consent of BCSI, which may be withheld in BCSI's sole discretion.

BCSI may assign this Purchase Terms and its rights and obligations under this Purchase Terms without your consent or the consent of any persons you represent.

Nothing contained in this Purchase Terms shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

BCSI'S FAILURE TO ENFORCE ANY PROVISION OF THE PURCHASE TERMS OR TO ACT WITH RESPECT TO A BREACH OF THE PURCHASE TERMS BY YOU SHALL NOT BE DEEMED A WAIVER OF SUCH PROVISION NOR OF BCSI'S RIGHT TO ACT WITH RESPECT TO SUBSEQUENT OR SIMILAR BREACHES, NOR OF BCSI'S RIGHT TO ENFORCE SUCH PROVISION.

Nothing contained in this Purchase Terms shall be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.