

TERMS AND CONDITIONS

Welcome to the NU-WAY STOVE MFG website. Thank you for your interest in our products and services. Please read these Terms and Conditions (the “**Terms**”) because they govern your use of this website as well as the products and services provided by NU-WAY STOVE MFG and purchased by you. To make these Terms easier to read, the website, and the sale of our products and services are collectively called the “**Services**”. Furthermore, by using our Services and placing orders with NU-WAY STOVE MFG, you agree to be bound by the Terms to the fullest extent permitted by applicable law (regardless of whether State, Federal, Local, Regulatory, International, etc.). Please note, we may modify our Terms at any time, in our sole discretion. Any modifications will be posted on our corporate website, or through other communications, as deemed appropriate.

Only individuals 18 years and older may place orders through NU-WAY STOVE MFG’S’ websites, by phone, by email, or in person or by any other means. After placing an order, you will receive a confirmation email which creates a contract to purchase the Services. When ordering online and you click the "Submit My Order" button, we'll present you with a confirmation screen and, if applicable, a confirmation email. Your contract to purchase is not considered complete until items are shipped.

We guarantee 100% satisfaction with your purchase! Products may be returned for a refund within 10 days and 14 days if located outside the US, when returned in accordance with our Return Policy set forth below. A restocking fee of \$15 will apply to all returns and exchanges. 100% refund if cancelled before shipped.

All returns must be authorized by NU-WAY STOVE MFG and require a written return authorization issued by NU-WAY STOVE MFG. Returns must be postmarked within 10 days of return authorization issue date; otherwise, the return will not be eligible for credit. Items must be returned in their original condition, including all tags, packaging and accessories (if applicable). Freight charges will not be refunded and will be at the expense of the customer. Items will be subject to return freight charges and also be subject to a restocking fee of 15%. Custom orders may not be returned unless the merchandise is defective or we made an error when making the custom order product. We are not responsible for misuse, customer installation, freight damage, improper handling, or improper storage. The return authorization number must be included in all correspondence and returns.

NU-WAY STOVE MFG ships our orders in a variety of ways. You will receive an email update with your tracking number or contact information of the shipping/freight carrier once your order has shipped. Large

deliveries require onsite coordination by the customer. Claims for defective or damaged Products or Services must be communicated promptly to NU-WAY STOVE MFG. Once the shipment leaves our store, liability falls on the freight carrier. Carefully inspect all Products or Services upon arrival. Any signs of visible damage must be noted on the delivery receipt and signed by the driver. If damage is suspected, open the carton in the presence of the driver. If damage is present, contact NU-WAY STOVE MFG at 1-989-733-8792 and the freight carrier immediately and request an inspection. Do not unpack. Keep all items and packing materials in the original container until inspector arrives. To return damaged Products or Services, you must call 1-989-733-8792.

We do our best to get all orders shipped in a timely manner. All orders are processed and placed product becomes available. Standard shipping typically takes between 1-2 weeks for destinations within the United States. If we are experiencing a high volume of orders, shipments may be delayed. Additionally, nationwide and global shipping delays (such as those caused by unforeseen logistical circumstances, emergency protocols domestically and internationally, holiday volumes, or inclement weather) may impact your estimated delivery date.

We reserve the right to change prices due to increased costs, or to correct errors in pricing and/or specifications. Suggested retail prices shown on our website are for reference only. No sales may have occurred at these prices. We will make every effort to send you only one invoice after all items on your order have shipped.

Sales tax is determined based upon delivery address. You must provide the appropriate sales tax exemption or resale certification before your order is placed to qualify for tax exemption. Otherwise, state sales tax will be added to all orders with delivery address in the United States and Puerto Rico, except for orders delivered to States that do not require sales tax. If you are a new customer, tax exemption forms (resale certificate or state exempt organization certificate) must be sent to nuwaystove@yahoo.com along with the Customer information, or otherwise received by us with or before your first order, to document your status as not subject to sales tax. If we do not have on file a resale certificate or state exempt organization certificate, sales taxes will be added for orders shipped to any state or territory where we are required to charge sales tax.

Custom orders require a customer signed order specification confirmation before any custom order is processed. If you decide to change a custom order after it has been placed, please call us immediately. We will review to determine if the order has already been processed or if the change can be made. If the

order has been processed, we will not be able to change it and you will be responsible for paying for the order. If a change can be made, there may be a delay in delivery and/or an additional charge. Please be certain of your ordering needs prior to submission. We may require that you prepay for custom orders.

We honor most major credit cards and accept prepaid orders. We accept VISA MasterCard Discover and American Express. International orders must be paid prior to shipment of Products or Services. We have the right to deny Products or Services for any Customer based on our internal discretion. In some circumstances, we may require that you prepay for certain custom bulk shipment orders. Customers agree to pay invoices in full within set terms. Past due balances may be charged late fees and interest up to the highest rate permitted by applicable law. Customers also agree to pay any and all fees, including attorney fees, incurred by us to collect past due invoices.

Risk of loss, title and ownership of the goods purchased are transferred to the customer at the time goods are delivered to the common carrier. If a shipment is short or damaged, we will gladly assist you with your freight claim. The product shortage or damage must be noted on the freight delivery document. Please notify us immediately if you need assistance with your claim. Once the shipment leaves our store, liability falls on the freight carrier. Carefully inspect all Products or Services upon arrival. Any signs of visible damage must be noted on the delivery receipt and signed by the driver. If damage is suspected, open the carton in the presence of the driver. If damage is present, contact NU-WAY STOVE MFG at 1-989-733-8792 and the freight carrier immediately and request an inspection. Do not unpack. Keep all items and packing materials in the original container until inspector arrives. To return damaged Products or Services, you must call 1-989-733-8792 or email nuwaystove@yahoo.com.

Nu-Way Stove MFG offers a limited manufacturer warranty for the Covered Product to be free of all defects in material and workmanship. This warranty does not cover any damages due to transportation, storage, improper use, failure to follow the product instructions, modifications, combination or use with any products, materials, processes, systems or other matter not provided or authorized in writing by us, normal wear and tear, or external causes such as weather, accidents, abuse, or other actions or events beyond our reasonable control. Please contact our store for more details. The original customer should contact Nu-Way Stove MFG at 1-989-733-8792 or nuwaystove@yahoo.com with a description and pictures and/or videos. Customer should then carefully pack the Covered Product, preferably in the original packing materials, and deliver it, together with a copy of the original purchase receipt and a description of the problem, to : Nu-Way Stove MFG PO Box 257, Millersburg, MI 49759 USA.

We accept no liability for products lost, misplaced, or damaged in shipment. All shipping, handling, and transferring expenses are responsibility of the customer. Although we strive to meet obligations set forth

in our promotional material, we will not be liable for any failure to perform any such obligations by reasons of acts of God or the elements; acts, delays and failures to act by governmental authorities; riots, insurrections, terrorism, sabotage and war; interruption, suspension, curtailment or other disruption of utilities; or other matters beyond our reasonable control. These Terms, the Customer order and the legal relations of the parties shall be determined in accordance with the laws of the State of Michigan. The parties disclaim any applicability of the United Nations Convention of the International Sale of Goods related to their order and the Services. The Customer consents and will submit to the jurisdiction of the courts of, and the Federal Courts seated in, the Northern District of the State of Michigan with respect to any disputes related to the Services.