

Terms and Conditions

These Terms and Conditions govern your purchase of the products of RSX™ Technologies, Inc. ("RSX") from this website, and are subject to change from time to time. IF YOU DO NOT ACCEPT THE TERMS CONTAINED IN THESE TERMS AND CONDITIONS OF SALE, PLEASE DO NOT SUBMIT AN ORDER.

Products, Prices and Taxes

All products and the prices listed for them are subject to change by RSX at any time at its sole discretion. Unless and until RSX, accepts an order for a stated product at a stated price and gives written confirmation, no sale may be considered to have been made. RSX may revise and/or discontinue any product at any time. All RSX products are new and current unless specified as refurbished or otherwise. The prices shown on this website do not include taxes of any kind, sales, local, or other. Where applicable, taxes will be shown on and added to your invoice, and all such taxes shall be paid by you.

Orders and Acceptance

All RSX™ orders placed by you are non-cancelable and subject to acceptance by RSX. RSX reserves the right to reject any order you place with us, and/or to limit the quantities of product you may purchase on any order. Notwithstanding any order confirmation or other communications sent by RSX, your order shall not be deemed accepted by RSX until RSX actually ships the products ordered. Your submission of your order to RSX shall constitute and give evidence of your full acceptance of these Terms and Conditions of Sale.

Payment Terms

Unless otherwise noted, the purchase price of products will include applicable tax. Shipping and handling, will be billed in full at time of checkout. RSX accepts MasterCard, Visa, and PayPal. RSX does not accept cash, COD or personal checks in payment of any order. If denied, a pending authorization for the attempted amount may appear on your account and will drop off within 1-5 business days.

In the unlikely event that a price stated in this website is incorrect, the following shall apply: If the correct price for the product price is lower than the listed price, RSX will charge you the lower price and ship you the product. If the product's correct price is higher than the listed price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. RSX shall not be liable for any billing errors unless you advise us of such billing error within sixty (60) days of its date of transaction.

Applicable Sales Tax

RSX will charge you applicable sales tax for your purchase(s). Currently, RSX charges state sales tax for its online customers in California, Florida, Illinois, Massachusetts, Michigan, Minnesota, New York, Nevada, New Jersey, Pennsylvania, Tennessee, Texas, and Washington. This list of states where sales tax must be added is subject to change.

Shipping Information

Please allow up to seven (7) business days handling time before the shipment of your order(s). All products will be shipped to you via your choice of Standard Ground, Express (3-day), or Overnight shipping with signature required upon delivery. Your multiple product order may, if necessary, be shipped in more than one single package. Shipping charges will be added to your order, based on the amount and weight of your purchase. If you are outside the U.S. and wish to order RSX products, please contact us to discuss the arrangement of payment and shipping.

Shipping and Handling/Risk of Loss/Title

Product prices do not include shipping and handling. RSX will use its best efforts to select a reputable carrier and appropriate means of shipment. The risk of loss or damage to product(s) in transit is yours. In the event of product damage, loss, or delay in transit, it is your responsibility to file a claim with the carrier. Title to the product(s) purchased by you passes from RSX to you upon shipment.

Coupons & Promotional Codes

If specifically deemed applicable to your purchase from the RSX website, coupons and promotional codes are non-transferable, may only be used once and may not be redeemed for cash or credit. If you have questions regarding any promotion, special offer, or coupon code, please send requests by filling out our [Contact Form](#). Coupon/promotional code programs may be terminated or modified by RSX at any time in its sole discretion.

Return Policy

All products purchased directly from RSX are sold with a conditional 30 day satisfaction guarantee. If you have received damaged, defective or incorrectly shipped merchandise please notify Customer Service within thirty (30) days. An RA number will be required, and may be obtained by contacting RSX Customer Service at (909) 870-9292 or online at info@rsxtech.com. The RA number must be noted on the outside and the inside of the returned product's shipping box. Products which are sold as refurbished, special deals, blemished/damaged, or otherwise noted are not eligible for return. Products must be returned in the original packaging, accompanied by your original sales receipt. (Please make a copy of this receipt for your records.) Shipping and handling charges are not refundable. Damage and missing part restocking fees may apply. RA numbers are valid for fourteen (14) days from issuance. You are responsible for and must prepay all return shipping charges and you assume all risk of loss or damage to returned products while in transit to RSX. If you return any product to RSX (i) without a RA number, (ii) beyond the fourteen (14) day issuance period, or (iii) without proper packaging, RSX retains the right to either refuse delivery of such return or charge you a restocking fee. Please allow up to four (4) weeks for RSX to credit your account. Please review additional information found in our [Warranty, Return and Refund Policy](#).

Limited Warranties

All RSX products are warrantied against manufacturing defects for the life of the product. RSX makes no warranties other than those stated on the packaging or in the limited warranty cards

accompanying the products. RSX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT. Please review additional information found in our [Limited Warranty](#).

Limitation of Liability

BOTH YOUR LIABILITY AND RSX'S SHALL BE LIMITED TO THE PRICE PAID FOR THE PRODUCT. IN NO EVENT SHALL EITHER YOU OR RSX BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THESE TERMS OF SALE, OR FROM THE FURNISHING, PERFORMANCE OR USE OF ANY GOODS OR SERVICE SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE. NEITHER YOU NOR RSX SHALL HAVE ANY LIABILITY TO THE OTHER FOR INDIRECT OR PUNITIVE DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.

Governing Law/Waiver of Jury Trial

These Terms and Conditions of Sale and all purchases hereunder shall be governed by and construed under the law of the State of California, without regard to conflicts of laws rules. You agree that the courts of California shall have exclusive jurisdiction over the parties for all disputes. Venue shall lie exclusively and only in either (i) San Bernardino County, State of California; or (ii) the United States District Court, Southern District of California. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THESE TERMS OF SALE OR YOUR ORDER.

Force Majeure

RSX shall not be liable for any delay or failure in performance caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failures, or any other causes beyond the control of RSX. Quantities of product are subject to availability. In the event of shortage, RSX may allocate sales and deliveries in its sole discretion.

Waiver/Invalidity

Failure of RSX to insist upon strict performance of any provisions hereof shall not be deemed a waiver of its right and remedies. If any provision of these Terms and Conditions of Sale is deemed by a court to be unenforceable, the remainder shall remain in effect.

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Privacy Policy

The RSX Technologies, Inc. privacy policy exists to demonstrate our commitment to respecting your privacy. Please see our [Online Privacy Policy Agreement](#).

Coupon Code Information

Each coupon is identified by a Coupon Code and has different requirements and rewards. Please carefully read your coupon or your coupon offer — all requirements stated on the coupon or coupon offer must be met to receive the reward. Coupon values are as specified on the coupon or accompany the coupon code. Coupons are intended for single use only unless indicated otherwise. Coupons are redeemable only for purchase of designated products purchased on the RSX website, and shipped within the United States. A coupon or coupon code cannot be used to pay for taxes, shipping and handling, or other charges. If your coupon or coupon code has a minimum purchase requirement, taxes, shipping and handling, and other charges do not apply towards the minimum purchase amount. Each coupon is valid for a limited time only and expires on the date specified in the offer. The coupon has no cash value. Coupons are not for resale and are not redeemable for cash. Coupons may not be combined with any other promotion. Coupons may not be replaced if lost, stolen, or deleted. Contact RSX if this is the case. The discount described in the coupon or coupon offer will be applied to your order at checkout. If a coupon is used and your entire order is cancelled or rejected, or if you return all items in your order, you will be refunded the actual amount paid and your coupon will no longer be valid. If a coupon is redeemed on a multiple item order, the value of the coupon is divided or allocated equally between those items. If one of those items is cancelled, rejected, or issued either a full or partial refund, the coupon savings cannot be transferred to the remaining items in the order. RSX reserves the right to change or cancel coupons at any time for any or no reason. Void where prohibited. ©2019 RSX Technologies, Inc. All rights reserved.