



FRIGID FLUID COMPANY, EST. 1892

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Pre-order Terms and Conditions

These Pre-Order Terms and Conditions ("Terms") govern the placing of pre-orders ("Pre-order") with FRIGID FLUID COMPANY. Please read these Terms carefully before submitting your Pre-Order of any FRIGID FLUID'S EMBALMING MACHINE ("Products"). By submitting your Pre-Order, you agree to be legally bound by these terms.

1. Pre-Order Reservation – United States Customers Only

When placing a Pre-order for FRIGID FLUID products, you will be required to provide certain information, such as your address and other billing information. You represent and warrant that all such information is accurate, the shipping address is within the United States of America and you shall ensure that such information is kept current.

FRIGID FLUID shall have no responsibility or liability for inaccurate information or information that later becomes outdated and shall have no obligation to make efforts to determine the correct contact or shipping information. You acknowledge and agree that FRIGID FLUID may decline or delay reservations to avoid oversubscription or as it deems appropriate, we will make efforts to inform you within two (2) weeks of our receipt of your Pre-Order, and that you will be entitled to a full refund of the purchase Price.

2. Price & Payment

You will be charged the full Price of the Products at the time of placing the Pre-Order. The method of payment accepted is Credit Card Payment (Visa, American Express, MasterCard).

3. Priority

FRIGID FLUID will build Products according to the order in which the Pre-order is received. This position does not imply receiving a particular number associated with your Products. If you cancel or forfeit your reservation in accordance with the Terms, your position will be taken by the next person on the Product reservation list.

4. Shipment Schedule

Although we will make efforts to begin shipping the Products as soon as reasonably possible, you understand and agree that there may be delays. An estimated time of shipment is only an estimate, is subject to change, and FRIGID FLUID does not represent or warrant that it will be able to ship the Product by the estimated date. As a result, in the event that a delay arises and the estimated shipment is not met, FRIGID FLUID is not responsible for any damages that may occur due to the delay, nor shall it be obligated, except as set forth in these Terms, to provide any discounts, refunds or credits due to any such delays. We will provide you updates with respect to such shipment schedule. If for any reason you decide that you do not wish to continue to wait for your Product, you may cancel your reservation as provided for in Section 5 below.

5. Cancellation

Buyer or Seller may cancel this reservation by terminating the Pre-order at any time for any or no reason prior to our notice to you that your Product is ready for shipment. If you do so prior to our notice of shipment, you will receive a full refund of the purchase Price without interest. If FRIGID FLUID cancels your reservation you will receive a full refund of the Purchase Price without interest.

6. Limitation of Liability

Under no circumstances will FRIGID FLUID be held liable for any incidental, special or consequential damages arising out or related to this agreement. In the event that FRIGID FLUID is held liable for any damages arising out or related to these Terms, your sole and exclusive remedy will be the full refund of your purchase price without interest.

7. Change to the "Terms"

FRIGID FLUID reserves the right to change any of the terms for any or no reason. We will provide notice of any material changes and, if you are unhappy with such changes, your sole and exclusive remedy will be to cancel your reservation as described in Section 5 above.