



Terms of Use

These Terms of Use are entered into by and between Building Controls & Solutions dba BC Solutions LLC (collectively, “BCS”, except where indicated, “we” or “us”) and You. The use of this website or our services (collectively the “Services”) is governed by the policies, terms and conditions, including our Privacy Policy, set forth below and otherwise linked to below or on our website (www.building-controls.com) or buildingcontrolsandsolutions.com (collectively, the “Terms”).

BCS reserves the right to make changes to this site and the Terms at any time. Unless we state otherwise, all changes are effective upon notice and apply to all access to, and use of, the Services thereafter. However, any changes to the provisions set forth regarding Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted. Your continued use of the Services following posting of revised Terms means that you accept and agree to the changes.

BY USING OUR SERVICES, BY CLICKING TO ACCEPT THESE TERMS WHEN GIVEN THE OPTION, OR BY PLACING AN ORDER WITH BCS, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS. IF YOU DO NOT WANT TO AGREE TO THESE TERMS THEN YOU MUST NOT ACCEPT OR USE OUR SERVICES.

Our Services are made available to users who are 18 years of age or older. By using these Services, you represent and warrant that you meet all the foregoing eligibility requirements. If you do not meet these requirements, you must not access or use our Services.

Limits on Use of Site Content

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Disclaimer and Limitation of Liability as to Products Sold

All BCS products are guaranteed against defects for 30 days from the date of delivery. Except as expressly stated herein, BCS makes no representations or warranties, either express or implied, of any kind with respect to products sold on the site. In no event shall BCS, its managers, partners, employees, or other representatives be liable for special, indirect, consequential, or punitive damages related to product sold.

Typographical Errors

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, BCS shall have the right to refuse or cancel any orders placed for product listed at the incorrect price or with the incorrect information. BCS shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card was processed for the cancelled order, BCS shall issue a credit to your credit card for the total amount charge.



Links and Social Media

This site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that BCS is not responsible for the operation for content located on or through any such site.

The Services may provide certain social media features that enable you to:

- Link to or access social media accounts associated with BCS.
- Link from your own or certain third-party websites to certain content on the Services.
- Send e-mails or other communications with certain content, or links to certain content, on the Services.
- Cause limited portions of content on the Services to be displayed or appear to be displayed on your own or certain third-party websites.

These links or ability to access other services are provided for convenience only. You may use these features solely as they are provided by us, solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. We may disable all or any social media features and any links at any time without notice in our discretion. We are not responsible for the functionality of third-party social networks or social media companies and their products.

Order Acceptance Policy

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. BCS reserves the right at any time after receipt of your order to accept or decline your order for any reason. All orders placed over \$5000.00 (U.S.) must obtain pre-approval with an acceptable method of payment, as established by our credit and fraud avoidance department. We may require additional verifications or information before accepting any order.

Sales Tax

Items sold through BCS may be subject to sales taxes based on specific state laws and local tax rates. Each customer shall be solely responsible for all sales taxes, or other taxes, on applicable orders.

Geographic Restrictions

BCS is based in the United States. We make no claims that the Services, or any of its content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access the Services or website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant those files available for downloading from the internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.



WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

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BCS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

IN NO EVENT WILL BCS, ITS AFFILIATES, BUSINESS PARTNERS, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICES, SERVICE CONTENT, OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL BCS'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES EXCEED THE GREATER OF (1) THE AMOUNT YOU HAVE PAID TO BCS IN THE LAST TWELVE (12) MONTHS; OR (2) FIVE-HUNDRED DOLLARS (\$500 U.S.). THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.



Indemnification and Release

You agree to indemnify and hold harmless BCS and its and respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of any information obtained from the Services. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Disputes

All matters relating to the Services, these Terms, and any dispute or claim related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms or the Services shall be instituted exclusively in the state or federal courts of Texas although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Service in your state or country of residence. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Payment Terms

BCS payment terms is **Net 30**. Net 30 payment terms means the customer needs to pay within 30 calendar days after receiving product and/or merchandise or date of invoiced. For example, if the invoice is created on April first the invoice would need to be paid on/before May first.

No Assignment; Waiver and Severability

You may not assign these Terms without BCS's prior written consent and any purported assignment in violation of these Terms shall be void.

No waiver by BCS of any term or condition set forth herein shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of BCS to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.



Entire Agreement

The Terms (including our Privacy Policy and any other additional terms incorporated by reference) constitute the sole and entire agreement between you and BCS with respect to the Services and any sale of products by us to you, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services and any such sale of products.

Notices to You

We may provide notice to you either by posting on our Website, sending a general notice to you through the Services, notifying you by email, or by sending you notice through first-class or regular mail. Unless our notice to you states otherwise, such notices shall be deemed to have been given (a) twenty-four (24) hours after such notice is posted on our website, sent by email, or sent through the Services, or (b) forty-eight (48) hours after mailed (if sent by first class regular mail).

Notices and Comments

All legal notices to BCS should be sent by certified or registered mail, return receipt requested, postage prepaid to the following address:

Building Controls & Solutions LLC
2241 Valwood Parkway, Ste 200
Farmers Branch, TX 75234

Such notice shall be effective upon receipt by us.

All other feedback, comments, requests for customer or technical support, and other communications relating to the Services should be directed to BCS at: info@building-controls.com.

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