The interpretation and enforcement of these Terms shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, et seq. In the event the AAA is unable to perform the arbitration services contemplated by this Section, either party may make an application to a court of competent jurisdiction to designate and appoint an arbitrator pursuant to Section 5 of the Federal Arbitration Act (9 U.S.C. § 5). For purposes of this Section: (a) the term “Customer” means the original purchaser and his, her, or its agents, affiliates, beneficiaries, or heirs; and (b) the term “Dispute,” means any dispute, controversy, or claim (whether in contract, tort, or otherwise, whether before or after the subject matter thereof, or arising out of or relating to) (i) the Agreement or these Terms, their interpretation, or the breach, termination, applicability, or validity thereof; (ii) the purchase of any product, accessory, or other property from MFS Supply or the use of any product, accessory, or other property purchased from MFS Supply; and (iii) any Dispute between the Customer and MFS Supply arising out of or relating to the use of the Customer’s product after such product has been delivered to the Customer at the Customer’s place of business or residence, or after the statement of work has been completed by MFS Supply. Customer and MFS Supply agree that the arbitrator is the exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the party making the challenge brings to the validity of this clause (whether brought by the party challenging the clause or by a third party who is a potential claimant under the challenged clause). The Arbitration Agreement is severable, so if part of the Agreement is found to be invalid or unenforceable, the balance of the Agreement shall continue in effect. If any provision is found to be invalid or unenforceable, that provision will be enforced to the extent possible, and the remaining provisions of this Agreement will remain in full force and effect. This provision applies to any arbitrator appointed to interpret or enforce this provision.

2. AUTHORITIES. MFS Supply's Return Exchange and Refund Policy, as incorporated herein, may be amended from time to time at the sole discretion of MFS Supply. To the extent that MFS Supply amends the Return Exchange and Refund Policy, such amendment will be effective 30 days after the date of written notice to Customer. Customer agrees to monitor the MFS Supply website for such amendments. MFS Supply will accept return of products for a refund of Customer’s purchase price, less the original shipping, handling, and delivery costs, provided such return is made within 30 days of the date of delivery with valid proof of purchase and provided such products are returned in their original packaging and original condition. Damaged items will not be accepted for return. MFS Supply reserves the right to inspect return merchandise. Customer must provide accurate delivery information, including information regarding accessibility for deliveries, because special trucks are needed to accommodate residential areas as well as lifts for unloading shipments. MFS Supply reserves the right to pass on to Customer any extra charges incurred by Carriers due to incorrect information provided by Customer. MFS Supply or Carrier, as appropriate, reserve the right to charge for restocking, return handling and shipping charges on returned items. Customer bears the risk of loss during shipping. MFS Supply therefore strongly recommends that Customer fully insure Customer’s return shipment against loss or damage and the Carrier carrier’s policy provides full value protection. Please refer to the “Shipping & Handling” section on the MFS Supply website for more information. The Carrier’s claim process must be pursued by Customer. MFS Supply shall take reasonable care of the subject merchandise in the course of its receipt, examination, or disposition of any type or any of the MFS Supply products returned to MFS Supply. MFS Supply is not responsible for any lost, stolen, delayed or damaged shipping claims. Customer bears the risk of loss during shipping. MFS Supply therefore strongly recommends that Customer fully insure Customer’s return shipment against loss or damage and the Carrier’s policy provides full value protection. Please refer to the “Shipping & Handling” section on the MFS Supply website for more information. The Carrier’s claim process must be pursued by Customer. MFS Supply shall take reasonable care of the subject merchandise in the course of its receipt, examination, or disposition of any type or any of the MFS Supply products returned to MFS Supply. MFS Supply is not responsible for any lost, stolen, delayed or damaged shipping claims. Customer bears the risk of loss during shipping. MFS Supply therefore strongly recommends that Customer fully insure Customer’s return shipment against loss or damage and the Carrier’s policy provides full value protection. Please refer to the “Shipping & Handling” section on the MFS Supply website for more information. The Carrier’s claim process must be pursued by Customer. MFS Supply shall take reasonable care of the subject merchandise in the course of its receipt, examination, or disposition of any type or any of the MFS Supply products returned to MFS Supply. MFS Supply is not responsible for any lost, stolen, delayed or damaged shipping claims. Customer bears the risk of loss during shipping. MFS Supply therefore strongly recommends that Customer fully insure Customer’s return shipment against loss or damage and the Carrier’s policy provides full value protection. Please refer to the “Shipping & Handling” section on the MFS Supply website for more information. The Carrier’s claim process must be pursued by Customer. MFS Supply shall take reasonable care of the subject merchandise in the course of its receipt, examination, or disposition of any type or any of the MFS Supply products returned to MFS Supply. MFS Supply is not responsible for any lost, stolen, delayed or damaged shipping claims. Customer bears the risk of loss during shipping. MFS Supply therefore strongly recommends that Customer fully insure Customer’s return shipment against loss or damage and the Carrier’s policy provides full value protection. Please refer to the “Shipping & Handling” section on the MFS Supply website for more information. The Carrier’s claim process must be pursued by Customer. MFS Supply shall take reasonable care of the subject merchandise in the course of its receipt, examination, or disposition of any type or any of the MFS Supply products returned to MFS Supply. MFS Supply is not responsible for any lost, stolen, delayed or damaged shipping claims. Customer bears the risk of loss during shipping. MFS Supply therefore strongly recommends that Customer fully insure Customer’s return shipment against loss or damage and the Carrier’s policy provides full value protection. Please refer to the “Shipping & Handling” section on the MFS Supply website for more information. The Carrier’s claim process must be pursued by Customer. MFS Supply shall take reasonable care of the subject merchandise in the course of its receipt, examination, or disposition of any type or any of the MFS Supply products returned to MFS Supply. MFS Supply is not responsible for any lost, stolen, delayed or damaged shipping claims. Customer bears the risk of loss during shipping. MFS Supply therefore strongly recommends that Customer fully insure Customer’s return shipment against loss or damage and the Carrier’s policy provides full value protection. Please refer to the “Shipping & Handling” section on the MFS Supply website for more information. The Carrier’s claim process must be pursued by Customer. MFS Supply shall take reasonable care of the subject merchandise in the course of its receipt, examination, or disposition of any type or any of the MFS Supply products returned to MFS Supply. MFS Supply is not responsible for any lost, stolen, delayed or damaged shipping claims. Customer bears the risk of loss during shipping. MFS Supply therefore strongly recommends that Customer fully insure Customer’s return shipment against loss or damage and the Carrier’s policy provides full value protection. Please refer to the “Shipping & Handling” section on the MFS Supply website for more information. The Carrier’s claim process must be pursued by Customer. MFS Supply shall take reasonable care of the subject merchandise in the course of its receipt, examination, or disposition of any type or any of the MFS Supply products returned to MFS Supply. MFS Supply is not responsible for any lost, stolen, delayed or damaged shipping claims. Customer bears the risk of loss during shipping. MFS Supply therefore strongly recommends that Customer fully insure Customer’s return shipment against loss or damage and the Carrier’s policy provides full value protection. Please refer to the “Shipping & Handling” section on the MFS Supply website for more information. The Carrier’s claim process must be pursued by Customer. MFS Supply shall take reasonable care of the subject merchandise in the course of its receipt, examination, or disposition of any type or any of the MFS Supply products returned to MFS Supply. MFS Supply is not responsible for any lost, stolen, delayed or damaged shipping claims. Customer bears the risk of loss during shipping. MFS Supply therefore strongly recommends that Customer fully insure Customer’s return shipment against loss or damage and the Carrier’s policy provides full value protection. Please refer to the “Shipping & Handling” section on the MFS Supply website for more information. The Carrier’s claim process must be pursued by Customer. MFS Supply shall take reasonable care of the subject merchandise in the course of its receipt, examination, or disposition of any type or any of the MFS Supply products returned to MFS Supply. MFS Supply is not responsible for any lost, stolen, delayed or damaged shipping claims. Customer bears the risk of loss during shipping. MFS Supply therefore strongly recommends that Customer fully insur...
two percent (2%) of the total sales order value. Customers that purchase product from MFS Supply on terms will incur a three percent (3%) convenience fee at time of payment when making payments with a credit card toward Customer’s account balance. Customers making a deposit that exceeds five-thousand dollars ($5,000) on a new sales order using a credit card will incur a three percent (3%) convenience fee at the time of deposit.

13. CANCELLATION POLICY. Customer may not make changes to or cancel an order on or after seven (7) days prior to ship date. Customer may only make changes to or cancel Customer’s order specified in the Agreement by contacting customer service at customerservice@mfssupply.com or 800-687-0541 prior to seven (7) days from ship date. Some jurisdictions may require that Customer be afforded a right to cancel that is a longer period than the time period it takes from order placement to seven (7) days from ship date. In the event the above referenced cancellation period is prohibited, the parties hereby agree that Customer’s right to cancel shall be limited to the greatest extent permitted by law.

14. DISPUTES; NON-DISPARAGEMENT. MFS Supply and Customer covenant and agree to use their respective best efforts to resolve any disputes regarding product, payment, or otherwise arising under the Agreement or these Terms. In the event Customer is not satisfied with the product purchased under the Agreement or these Terms, Customer covenants and agrees to promptly advise MFS Supply in a writing that specifically describes any issues or problems Customer has with the product provided by MFS Supply. Each party hereby covenants and agrees not to make false representations of a material fact, or defame, disparage, discredit, or depreciate the other party hereto, or to otherwise communicate with any person or entity (including but not limited to any electronic communications on social media or otherwise) in a manner tending to damage the other party hereto, in its or their reputation, office, trade, or business.

15. WAIVER. The failure by MFS Supply to enforce any right or provision of the Agreement or these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of MFS Supply.

16. ENTIRE AGREEMENT. These Terms are only superseded by any specific Terms documented in the Agreement. These Terms, together with any additional Terms outlined in the Agreement, constitutes the final, complete, and exclusive agreement between the parties with respect to the products described in the Agreement, and supersedes any prior or contemporaneous oral or written agreement, proposal, or warranties and representations. These Terms prevail over any conflicting or additional terms of any quote, order, invoice, or other communications, whether written or oral. Any additions, modifications, or changes to the products to be provided, to the contract price, or any other changes to the Agreement or these Terms must be signed and dated by MFS Supply and Customer.

17. SEVERABILITY. If any provision of the Agreement or these Terms is held invalid, illegal, void, or unenforceable, that provision will be deemed severed from the Agreement or these Terms, as applicable, and the remainder of the Agreement or these Terms, as applicable, shall continue in full force and effect.

18. ELECTRONIC SIGNATURE. The Agreement and these Terms may be executed in separate counterparts with different parties signing different counterparts so long as each party signs one counterpart. The parties agree to conduct the transactions contemplated by the Agreement by electronic means as contemplated under the federal Electronic Signatures in Global and National Commerce Act (15 U.S.C. 7001, et seq) and the Uniform Electronic Transactions Act. A party’s execution or delivery of the Agreement and these Terms, or any other document relating to the transactions to be consummated in the Agreement, may be evidenced and effected by electronic signature, which will constitute a legal, valid and binding signature and have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile, or email electronic signatures. The parties hereby consent to the use of security procedures established by any third-party electronic signature capture service providers as may be chosen by MFS Supply. The Agreement shall be effective only upon acceptance and/or signature by MFS Supply. Customer’s submission of transactions under the Agreement shall constitute Customer’s acknowledgment of acceptance of the Agreement and these Terms.

By signing, Customer accepts the Agreement and MFS Supply’s Terms and Conditions of Sale.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.