

Terms & Conditions of Sale

Neposmart online store (the “Store”) is provided by Nepoware Corporation. (“Nepoware”). Your purchase of Nepoware products (“Neposmart”, “Product”) from the Store constitutes your agreement to be bound by these Terms & Conditions of Sale (“Terms & Conditions”) and the terms of the version of the Limited Warranty included in-box with Neposmart. We reserve the right to change these Terms & Conditions at any time, so please review the Terms & Conditions each time prior to making a purchase from the Store. The Store is for retail sales to private consumers only.

Please contact sales@neposmart.com if you wish to purchase wholesale supplies.

As a consumer, you have certain legal rights. The disclaimers, exclusions, and limitations of liability under these Terms & Conditions will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties, including exclusions relating to products that are faulty or not as described, or the exclusion or limitation of incidental or consequential damages or other rights. For a full description of your legal rights you should refer to the laws applicable in your country or jurisdiction. Nothing in these Terms & Conditions will affect those other legal rights.

Although the Store is accessible worldwide, the Products offered on the Store are not designed and tested for use outside of the United States. If you choose to access the Store and/or use of Neposmart outside the United States you do so on your own initiative and you are solely responsible for complying with applicable local laws in your country. You understand and accept that the Store is not designed outside of the United States and some or all of the features of the Store may not work or be appropriate for use in such a country. To the extent permissible by law, Nepoware accepts no responsibility or liability for any damage or loss caused by your access or use of the store in your own country or jurisdiction.

THIS IS A LEGAL AGREEMENT. BY PLACING AN ORDER FOR NEPOWARE PRODUCTS, YOU ARE ACCEPTING AND AGREEING TO THESE TERMS & CONDITIONS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS & CONDITIONS. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO PURCHASE AND USE PRODUCTS AND TO ENTER INTO THIS AGREEMENT.

1. Compatibility.

You acknowledge that you have verified the compatibility of Neposmart you are purchasing with other equipment in your home (e.g., garage door opener). You are solely responsible for determining the compatibility of Neposmart with other equipment in your home, and you accept that lack of compatibility is not a valid claim under the warranty provided with your Neposmart and does not otherwise constitute a basis for receiving a refund after the 15 day Return policy described below.

2. Pricing and Payment.

All Products offered on the Store are subject to availability. Prices for the Neposmart and other Products are subject to change without notice at any time but changes will not affect any order you have already placed. All payments are required to be in US currency.

3. Sales Tax.

Depending on the order, Nepoware calculates and charges sales tax in accordance with applicable laws.

4. No resale.

Purchases made on the Store are intended for end users only, and are not authorized for resale.

5. Shipping and Delivery.

Prices for the Neposmart and other products do not include shipping costs. Our delivery charges are as quoted on the Store website from time to time. In the United States, we offer USPS Priority shipment but will consider other shipping carrier upon the request of the purchaser with added shipping charges. All shipment will have a tracking number but the estimated arrival or delivery date is not a guaranteed delivery date for your order. Refused deliveries will be returned to our warehouse. It may take up to 45 days for the returned items to be identified as refused and processed for a refund.

The Neposmart and other Products available on the Store have been designed, marketed and sold for use by residents of the United States. All safety warnings, information, instructions, packaging, in-box materials, mobile apps, and support services are provided only in English. The Neposmart and other Products available on the Store are not intended for use outside of the United States. You are responsible for complying with all applicable laws and regulations of the country for which the Product is destined. We are not liable or responsible if you break any such law.

6. Installation.

Nepoware will not provide installation or maintenance service. There may be laws in the jurisdiction that you install a particular Product applicable to where and how to install that Product. You should check that you are in compliance with all relevant laws in your jurisdiction. Nepoware is not responsible for any injury or damage caused by self-installation.

7. Return Policy

If you want to return Neposmart and other products you purchased from the Store for a refund, you must notify us within 15 days of receipt (“Return policy period”).

To initiate a return, you must inform us of your decision by contacting Neposmart customer service and clearly stating your desire to return the Product. Although this may not affect your refund, our customer support may email to ask details on your reason to return the Product and try to help you resolve the issues before providing you with a Return Merchandise Authorization (“RMA”) which must be included with your return shipment to Nepoware.

Return your Product with the RMA form within 5 days following the day on which you notify Neposmart customer service that you desire to return the Product.

Return shipment must be in original packaging, in as new condition along with any media, documentation, accessories and all other items that were included in the original shipment. Ship your Product to us at your own expense (shipping cost) and insure the shipment or accept the risk of loss or damage during shipment.

We will refund the price you paid for the Product less original delivery cost less the value of any promotional merchandise you received.

NO REFUND ON ALL SALES AFTER THE 15 DAYS OF RECEIPT.

For damaged and missing items, you must report it to Neposmart customer service within 5 days of receipt.

For damaged, defective Product return or replacement, you must contact Neposmart customer service to receive a RMA which must be included in your return shipment to Nepoware. You must pay for your own shipping cost and insure the shipment or accept the risk of loss or damage during shipment.

8. Warranties and Disclaimers

TO THE EXTEND PERMITTED BY LAW, THE STORE, AND ALL CONTENT AVAILABLE ON THE STORE, IS PROVIDED ON AN “AS-IS” BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL PRODUCTS AND SERVICES PURCHASED THROUGH THE STORE ARE PROVIDED ON AN “AS-IS” BASIS UNLESS OTHERWISE NOTED IN THE LIMITED WARRANTY INCLUDED WITH THE PRODUCT. NEPOWARE DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE OR THAT PRODUCT INFORMATION OR USE OF THE ONLINE STORE, THE PRODUCT OR SERVICES WILL PROVIDE SAFETY IN YOUR HOME OR BUSINESS. YOU USE ALL PRODUCT INFORMATION AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND NEPOWARE DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR WIRING, FIXTURES, ELECTRICITY, HOME, PRODUCT, EQUIPMENT, PRODUCT PERIPHERALS, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME OR BUSINESS, RESULTING FROM YOUR USE OF THE STORE, PRODUCT INFORMATION OR PRODUCT.

9. Limitation of Liability.

Nothing in these Terms & Conditions and in particular within this "Limitation of Liability" clause shall attempt to exclude or limit liability that cannot be excluded under applicable law.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL NEPOWARE, ITS SUBSIDIARY OR AFFILIATES, SUPPLIERS, LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE NEPOWARE ONLINE STORE, NEPOWARE PRODUCT, MATERIALS OR SERVICES. IF YOU ARE DISSATISFIED WITH ANY MATERIAL, OR WITH, ANY OF NEPOWARE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE NEPOWARE ONLINE STORE, NEPOWARE PRODUCT AND SERVICES.

10. Data Protection.

By placing an order for Products, you agree and understand that Nepoware may store, process and use data collected from your order form for the purposes of processing the order. Nepoware may also share such data globally within the Nepoware subsidiaries and its affiliates. All Nepoware subsidiaries and its affiliates shall protect your information in accordance with the Website Privacy Policy. Nepoware works with other companies that help Nepoware provide Products to you, such as freight carriers and credit card processing companies, and Nepoware may have to share certain information with these companies for this purpose.

11. Electronic Communications. You are communicating with Nepoware electronically when you use the Store or send email to Nepoware. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. When you order in the Store, we collect and store your email address. From that point forward, your email address is used to send you information about Nepoware products and services unless you notify us to opt-out. Nepoware may provide notifications to you as required by law or for marketing or other purposes via (at its option) email to the primary email associated with your Neposmart account, hard copy, or posting of such notice on the Neposmart website. Nepoware is not responsible for any automatic filtering you or your network provider may apply to email notifications.

12. Force Majeure.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by an act or event beyond our reasonable control, including without limitation acts of God, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, terrorist attack, war, fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

13. Severability.

If any part of one or more of these Terms & Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions.

14. Waiver.

Failure or delay by us to enforce any these Terms & Conditions will not constitute a waiver of our rights against you and does not affect our right to require future performance thereof.

15. Governing Law and Jurisdiction.

These Terms & Conditions shall be governed and construed in accordance with the laws of Washington State.