

ZUMEX USA, INC. – GENERAL TERMS AND CONDITIONS OF SALE

1. SCOPE AND ACCEPTANCE

1.1 These General Terms and Conditions of Sale (“Terms”) apply to all transactions, quotations, and orders placed through the Zumex USA, Inc. e-commerce platform, operated by ZUMEX USA, INC., located at 1573 NW 82nd Ave, Miami, FL 33126-1019, United States. TAX ID: 75-3253852.

1.2 By placing an order, the customer agrees to resolve any disputes directly with Zumex USA, Inc. before initiating a chargeback through any payment platform. Zumex USA, Inc. reserves the right to challenge any chargebacks deemed fraudulent and will submit supporting evidence including, but not limited to, IP addresses, timestamps, checkout records, and proof of acceptance of these Terms.

1.3 By completing a purchase, the customer acknowledges and accepts these Terms in full. These Terms form the entire agreement between the parties and supersede all previous communications or agreements.

1.4 Any terms submitted by the Buyer that are additional to or different from these Terms are void and shall not form part of the agreement. Neither prior dealings between the parties nor trade usage shall modify or supplement these Terms.

1.5 If any provision herein is found to be invalid or unenforceable, the remaining provisions shall remain in full force. In such a case, the parties will seek to replace the invalid clause with one that most closely reflects its original intent.

1.6 Zumex USA, Inc. operates strictly as a B2B (business-to-business) entity. All products are sold exclusively to businesses or professionals. Accordingly, U.S. consumer protection laws governing retail consumer purchases do not apply.

2. ORDERING PROCESS

2.1 Orders are placed by selecting products, adding them to the shopping cart, and entering the required customer information to complete the checkout process.

2.2 Prior to confirming the purchase, customers will be shown the total cost including product prices, applicable taxes, and shipping fees. Orders are not confirmed unless the customer expressly accepts these charges.

2.3 A binding contract is formed once the customer clicks “Place Order,” selects a shipping method, and completes payment.

2.4 A confirmation email will be sent to the email address provided during checkout.

2.5 Registered users can log in with their username and password to track order status, view purchase history, and download invoices.

3. PRODUCTS

3.1 Zumex products are as listed in the official online catalog. Specifications are subject to change without notice.

3.2 Zumex USA, Inc. reserves the right to reject any orders submitted under outdated specifications or pricing that were superseded at the time of order review.

4. DELIVERY

4.1 Products are available for continental US delivery.

4.2 Prices displayed exclude taxes. Tax and shipping costs are calculated during checkout based on the delivery address provided.

4.3 Delivery options include Standard (estimated 3–5 business days) shipping from the date of purchase confirmation. Delivery times are estimates and not guaranteed.

4.4 Zumex USA, Inc. is not liable for delays or failure to deliver due to Force Majeure events (e.g., natural disasters, labor strikes, supply shortages, accidents, government actions...).

5. PAYMENT TERMS

5.1 All orders must be prepaid using the available payment methods shown at checkout.

6. WARRANTY

6.1 Products are warranted to be free of manufacturing defects for the period stated in the Warranty Manual, starting from the invoice date.

6.2 Warranty claims require the machine's serial number and must be submitted via email to: zusorders@zumex.com.

6.3 An extended 5-year warranty is available for select products if registered at www.zumex.com within 3 months of purchase.

6.4 Liability for any claim related to the warranty shall not exceed the cost of the affected product.

7. CLAIMS AND INSPECTION

7.1 Product complaints must be submitted via email to: service.usa@zumex.com. If approved, Zumex USA, Inc. will determine whether to repair or replace the item.

7.2 Upon delivery, the customer must note any visible damage, discrepancies, or missing items on the delivery receipt and report the issue within 24 hours by emailing a copy of the delivery note and relevant details to zusorders@zumex.com.

7.3 Buyer shall inspect all products upon receipt. Failure to notify Zumex in writing of any non-conforming goods within 10 days of receipt shall constitute acceptance of the products and waive any claims for damages or remedies for non-conformance. Buyer bears the cost of inspection.

8. RETURNS

8.1 Returns must be authorized by Zumex USA, Inc. in advance. Once approved, the customer has 3 business days to return the product.

8.2 Returned items must be in original packaging, include documentation stating the return reason, and reference the approving Zumex contact. Returns that do not meet these conditions will be refused.

8.3 Buyer shall be charged a restocking fee of 15% of the purchase price for authorized returns. Credit for future purchases shall be issued for authorized returns. There shall be no cash refunds for any returns. Buyer shall bear all costs associated with shipping and assume risk of loss for such returns. To obtain an RMA number, please contact Zumex at (305)-591-0061.

8.4 If the return is due to a Zumex error or faulty product, Zumex will arrange and pay for return shipping and assume risk of loss.

8.5 Parts and accessories are non-returnable and non-refundable. Machines may be returned within 30 days from the date of purchase only if unused, undamaged, and returned in original packaging.

8.6 In cases of order cancellation by the Buyer for reasons other than Zumex error, any commenced work or prepared goods may be subject to collection of the full price plus packing and storage costs, applied as a credit to the return if applicable.

9. PRODUCT SAFETY

9.1 All Zumex products comply with relevant safety and quality standards as outlined in the User Manual and General Product Catalog.

9.2 Any customer-initiated alterations to product specifications void the warranty and are the sole responsibility of the customer.

10. DATA PRIVACY

10.1 In accordance with applicable U.S. data protection laws, customer data is securely stored and processed for the purposes of fulfilling orders, maintaining business relationships, and providing product updates or promotional communications.

10.2 Customers may exercise their rights of access, correction, deletion, or objection by writing to: ZUMEX USA, INC., 1573 NW 82nd Ave, Miami, FL 33126-1019, United States.

11. LIMITATION OF LIABILITY

11.1 In no event shall Zumex or its parent, subsidiaries, or affiliates be liable for indirect, incidental, special, consequential, punitive, or exemplary damages, including lost profits, revenue, or goodwill, even if advised of the possibility of such damages. Liability shall be limited to the cost of the affected product.

12. INDEMNIFICATION

12.1 Buyer shall defend, indemnify, and hold Zumex harmless from any claims, damages, losses, liabilities, fines, costs, or expenses arising from: (a) use, resale, distribution, modification, or alteration of the goods; (b) buyer's breach of these terms; or (c) specifications provided by buyer.

13. GOVERNING LAW AND JURISDICTION

13.1 These Terms shall be governed by and construed in accordance with the laws of the State of Florida, United States. Any dispute arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the state and federal courts located in Miami-Dade County, Florida.

14. TRADEMARKS AND INTELLECTUAL PROPERTY

14.1 All trademarks, designs, and patents related to Zumex products and services are the exclusive property of Zumex. Any use or reproduction of these elements in any form requires prior written authorization.