#### **Terms and Conditions**

Last updated: July 1, 2025

Welcome to Hmcustomfabrication.com, operated by H&M Custom Fabrication. Please read these Terms and Conditions ("Terms") carefully before using our Site. By accessing or using the Site, you agree to be bound by these Terms.

#### 1. Use of the Site

You agree to use the Site only for lawful purposes. You must not use the Site in any way that violates applicable local, national, or international laws or regulations.

# 2. Orders and Payments

When you make a purchase through our Site:

- You agree that all information you provide is true, accurate, and complete.
- You authorize us (or our third-party payment processors) to charge your chosen payment method for the total amount of your order, including any applicable taxes and shipping fees.
- We reserve the right to refuse or cancel your order at any time for reasons including but not limited to product availability, errors in the description or price, or suspicion of fraud.

### 3. Pricing and Product Information

We strive to ensure that all product descriptions, images, and prices are accurate. However, we do not guarantee that all information is error-free. We reserve the right to correct any errors and to change or update information at any time without prior notice.

# 4. Shipping and Delivery

Delivery times provided are estimates and not guaranteed. We are not responsible for delays outside our control. Risk of loss and title for products you order pass to you upon our delivery to the carrier.

### 5. Returns and Refunds

H&M Custom Fabrication accept no returns or offers any refunds.

### 6. Intellectual Property

All content on this Site, including text, graphics, logos, images, and software, is the property of H&M Custom Fabrication or its licensors and is protected by copyright and other intellectual property laws. You may not use our content without our express written permission.

# 7. Limitation of Liability

To the fullest extent permitted by law, H&M Custom Fabrication shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues arising out of your use of the Site or any products purchased through the Site.

#### 8. Indemnification

You agree to indemnify, defend, and hold harmless H&M Custom Fabrication and its owners, officers, employees, and agents from and against any claims, liabilities, damages, losses, and expenses arising out of your use of the Site or violation of these Terms.

# 9. Governing Law

These Terms shall be governed by and construed in accordance with the laws of Pennsylvania, United states without regard to its conflict of law provisions.

# 10. Changes to These Terms

We may update these Terms from time to time. Changes will be posted on this page with an updated "Last updated" date. Your continued use of the Site after any changes constitutes your acceptance of the new Terms.

# 11. Contact Us

If you have any questions about these Terms, please contact us:

Email: hmcustomfabrication@gmail.com

Address: 113 Deacon Hill Rd. Lake Ariel, PA 18436