

TRYTEN

Contact

TERMS AND CONDITIONS

Products

Why Tryten

Resources

1-800-288-4457

USA

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## Privacy Policy

Effective Date: 01/01/2011

Tryten is committed to protecting your privacy. The policy that follows will describe the general practices of Tryten regarding the collection of personal information as well as corporate account information for defined purposes. As described, personal and corporate account information includes your name, account number, company name, address(es), telephone numbers, email address(es) and other information that personally identifies you, your business industry, employees or history of purchases. Occasionally Tryten and its affiliates may refer to itself as we, us, or the company throughout this policy.

Tryten reserves the right to edit, modify, or change this privacy policy at any time. The effective date will be the most current privacy policy. Should you have questions in reference to this privacy policy, you can contact Tryten at any time with your privacy questions or concerns. It is advised that you review this policy occasionally to examine any changes that have been made.

### Shared information limitations

The following section describes what is collected when you utilize various services on the Tryten website:

Purchases from our website: We collect your name, address, payment information as well as information that has already been provided by you the customer in order to process your order. This does not limit your ability to provide credit card and purchase order numbers via the telephone. Cookies are also a method of collecting information, such as log in data and purchases. Your browser must be set to accept cookies if you wish to add items to the Tryten shopping cart.

Creation of an online account: We obtain your user name, email address, password, secret question and the answer to your secret question. The purpose of this procedure is to more effectively protect your online account. Your secret question and answer will be used solely for the purpose of identifying the person authorized to access a particular account if the password has been forgotten. Please ensure account protection by ensuring that your user name and password are kept confidential.

Subscription to email updates: Though this service is optional, you must create an online account if you wish to receive email updates on a regular basis. This is done to ensure that the proper account is matched with the proper subscriber. This does not preclude other types of emails from being sent to you, as you may have agreed to receive other emails in another format from our company.

Website Communication: In order to answer questions or offer additional information we collect your email address.

Emailing product information from Tryten.com: Along with the collection of your email address we will also collect the email address of the intended recipient of the email.

Contests, surveys, registering for other activities: Tryten may collect your name, address, telephone number, email and other information that allows you to participate in the registration or entry for participation.

### How personal information is used:

#### Will my personal and account information be provided to any other party?

Tryten will restrict access to your personal and account information to those who require this information to proceed with processing and fulfilling your product or service, to provide follow-up or technical assistance or to ensure awareness of Tryten's product and service portfolio as set forth in the privacy policy. Authorized personnel are allowed access to your password for account maintenance purposes. Other information contained within your account may be disclosed to third parties in limited circumstances. Examples of these limited circumstances may be sharing your personal or account information with our strategic suppliers, service providers, and other entities or personnel involved in the transaction(s) in which you initiated. We also may be obligated or may disclose any of your information in response to subpoenas, court orders or other legal processes as required by law, or to exercise or establish our legal rights or in defense against legal claims. Should the company be acquired, sole or merged with other entities, your information may also be disclosed to relevant parties.

#### Is my personal or account information used for other purposes?

As a necessity per transaction, we will utilize your information to provide products and services you have requested. We will also utilize your information to respond to your requested communication, contact you, and as otherwise described in this privacy policy.

On occasion we may purchase or create lists that contain information including company size, employee count, and annual revenue of companies. Combined with your account and personal information we may customize offerings to you and/or use the information internally.

Additionally we may send you promotional, product or other non-specific information. If you do not wish to receive promotional, product or other non-specified information then you may opt out of future communications by following the instructions in the particular email you are receiving or by contacting your Tryten account executive at any time. Should you decide to become a valued customer of Tryten, we may send you updates regarding our company, news and services.

Furthermore, in order to measure Tryten's customer service and to better understand how we can improve as a valued partner of yours, we or one of our service providers, strategic partners or a third party survey companies may contact you via telephone or email and solicit participation in research.

### How is my personal and account information protected?

Tryten.com utilizes 128-bit encryption technology, in addition to Secure Socket Layers (SSL) in all sensitive areas where personal and account information is transferred, viewed or extracted. Tryten.com is a certified VeriSign company, which verifies that our website is authentic and secure via SSL security. In order to view our security click on the yellow lock or solid key at the bottom of your browser window. This will display our account information. Your information and history

of transactions is further secured with hardware and behind firewalls on varying servers. All transactions are processed through encrypted channels, although by choice you may send information through an unencrypted process.

**How do I provide feedback or contact Tryten?**

You may contact or provide feedback by clicking on the Contact Page. The information you provide may be used by our company for the various purposes outlined herein. At any time you may contact Tryten with any privacy concerns you may have.

**DISCLAIMERS AND LIMITATION OF LIABILITY:**

By using the Tryten website, you expressly agree that your use of this site is at your sole risk. The Tryten Web site is provided on an "as is" and "as available" basis. Neither Tryten nor its parent company, affiliates, subsidiaries, or designees nor each of their respective officers, directors, employees, agents, third-party content providers, designers, contractors, distributors, merchants, sponsors, licensors or the like (collectively, "Associates") warrant that use of the Tryten Web site will be uninterrupted or error-free. Neither Tryten nor its Associates warrant the accuracy, integrity or completeness of the content provided on the Tryten Web site or the products or services offered for sale on the Tryten website. Further, Tryten makes no representation that content provided on the Tryten Web site is applicable to, or appropriate for use in, locations outside of the United States. Tryten and its Associates specifically disclaim all warranties, whether expressed or implied, including but not limited to warranties of title, merchantability or fitness for a particular purpose. No oral advice or written information given by Tryten or its Associates shall create a warranty. Some states do not allow the exclusion or limitation of certain warranties, so the above limitation or exclusion may not apply to you. Under no circumstances shall Tryten or its Associates be liable for any direct, indirect, incidental, special or consequential damages that result from your use of or inability to use the Tryten website, including but not limited to reliance by you on any information obtained from the Tryten Web site that results in mistakes, omissions, interruptions, deletion or corruption of files, viruses, delays in operation or transmission, or any failure of performance. The foregoing Limitation of Liability shall apply whether in an action of contract, negligence or other action, even if an authorized representative of Tryten has been advised of or should have knowledge of the possibility of such damages. User hereby acknowledges that this paragraph shall apply to all content, merchandise and services available through the Tryten website. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

**Intended for Users Over Thirteen**

The Tryten Web site is intended for use by persons of at least 13 years of age or older. The Tryten Web site is not directed for use by children under the age of 13. Users under the age of 13 should get the assistance of a parent or guardian when using this website.

**Product Display/Colors**

The Tryten Web site attempts to display product images shown on the site as accurately as possible. However, we cannot guarantee that the color you see matches the product color, as the display of the color depends, in part, upon the monitor you are using.

**Errors on Our Website**

Prices and availability are subject to change without notice. Errors will be corrected where discovered, and Tryten reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions. This includes after an order has been submitted and whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Tryten will issue a credit to your credit card account in the amount of the charge minus shipping fees, restocking fees or other associated fees listed in the website. Individual bank policies will dictate when this amount is credited to your account. If you are not fully satisfied with your purchase, you may return it in accordance with the the Tryten website Return Policy.

**Pricing Policy**

Online prices, offers and selection are subject to change.

**Paying for Your Order**

You may pay for your orders with major credit cards issued in the United States of America. Currently, we accept Visa and MasterCard. Tryten also accepts government issued purchasing cards with either the Visa or MasterCard logo on it. If you are a government or educational entity, Tryten will accept Purchase Orders upon approval. In cases of pre-pay, Tryten will approve the order upon clearance of the check, cashier's check or money order. After you place an order with the Tryten shopping cart, we will check the information you give us for validity, such as a valid method of payment or valid shipping address. Your credit card will normally not be charged if we reject an order, but we will process a refund if the charge has been made against your card. Credit cards are not charged for your order until we ship our goods by delivering them to the carrier (and you will be charged only for the goods we have actually shipped along with any appropriate taxes or shipping charges). However, we may pre-authorize your order amount with your credit card issuer at the time you place the order, which may have an effect on your available credit line. Please contact your credit card issuer for more information.

**Order Acceptance/Confirmation**

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. The Tryten website reserves the right at any time after receipt of your order to accept or decline your order for any reason. After an order is placed with our shopping cart, Tryten will validate the information given us by verifying your method of payment or shipping address. We reserve the right to reject any order you place with us, and/or to limit quantities on any order, without giving any reason. If we reject your order, we will attempt to notify you using the email address you have given us with the order. Your credit card will normally not be charged if we reject an order, but we will process a refund if the charge has been made against your card. Credit cards are not charged for your order until we ship our goods by delivering them to the carrier (and you will be charged only for the goods we have actually shipped along with any appropriate taxes or shipping charges). However, we may pre-authorize your order amount with your credit card issuer at the time you place the order, which may have an effect on your available credit line. Please contact your credit card issuer for more information.

**SHIPPING & TAX INFORMATION**

We offer UPS and FEDEX shipping to any location worldwide.

Most stock items will ship out with UPS or FedEx ground service within two business days. Items that are too large or heavy to be delivered by FedEx or UPS will be shipped by common carrier, dock to dock, and will take approximately 5-7 business days to arrive. There is a \$100 minimum order requirement at this time.

All orders placed on this site are subject to product availability. All orders are F.O.B. shipping point from a Tryten shipping location. The risk of loss and title for ordered merchandise pass to you upon our delivery to the carrier and/or freight consolidator.

Because Tryten remits sales tax as required by law, the Tryten Web site also collects and remits sales tax as appropriate.

**RETURN PROCEDURES**

**Returns & Exchanges**

Tryten will fully refund most items within 30 days of receipt. Please adhere to the following return policy. A 20% restocking fee will be charged on returns or exchanges, unless defective. If defective, you may exchange these items for the same title. Delivery, installation and other fees for services performed are

nonrefundable after the service has been completed.

If your product is defective in any way please email [rma@tryten.com](mailto:rma@tryten.com) for an RMA (Return Merchandise Authorization) number. Defective products will be replaced upon receipt of your defective product. All defective returns must be returned within 8 days of receipt, all non defective returns must be returned within 10 days and are subject to a 20% restocking fee. Restocking fees do not apply to defective merchandise that is being replaced.

Please contact our Customer Service Center and inform them whether you want to make a return or get a replacement. All returns follow these restrictions:

1. Shipping and insurance charges are not refundable.
2. Special order and discontinued items are not returnable.
3. Defective items are only returnable for like replacement.
4. All items must be in original packaging and with all warranty cards, manuals and accessories. Any discrepancies could result in a delay or partial refund.
5. RMA's are valid for five (5) days from the date of issuance.

Visible shipping damage must be reported within 24 hours to the Shipping Department. Concealed damages must be reported within 48 hours of receiving the product. Tryten will not be held responsible for any damages reported after the 48 hour period. Any return of products with the warrantee card completed or goods not in their original packaging will be refused. All discrepancies could result in a delay or partial refund.

All returns must be in resalable condition including original packaging and packaging materials, documentation, warranty materials and registration, and like-new condition of the merchandise and packaging materials.

**Returning Items with Free Gifts**  
You may return items for which you received a free gift in accordance with our regular Return Policy. Please note: You must also return the free gift in order to receive a full refund. If you are unable to do so, the value of the free gift will be subtracted from the purchase price of the item being returned. You will be refunded the difference. The value of the free gift is based on the price it was regularly sold for on the date of your original purchase.

**Returning Purchases that Received Quantity Discounts**  
You may return items for which you received a quantity (either by volume or dollar amount) discount in accordance with our regular Return Policy. Please note: If by returning an item your original purchase is no longer eligible for the quantity discount, the discount received will be subtracted from the purchase price of the item being returned. You will be refunded the difference.

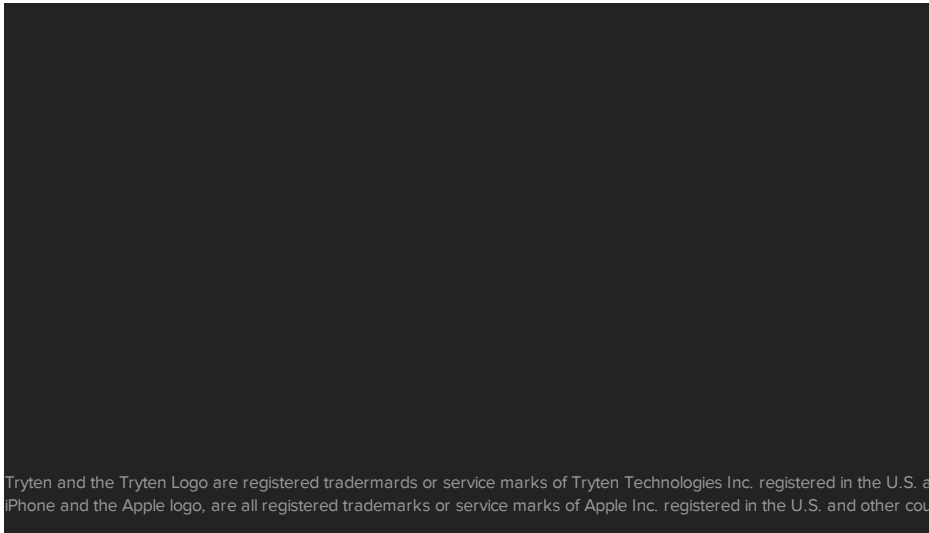
**Returning Bundled Purchases**  
You may return bundle purchases in accordance with our regular Return Policy. If you are unsatisfied with an individual item you purchased as part of a bundle package, you may return that item separately. Please note: In some cases a bundle discount has been applied to each item. You will be refunded the discounted price, which may differ from the price if you purchased it individually. To review the amount you will be refunded for each individual item within the bundle, visit the Your Account page after you submit your order.

**Returning Items by Fedex**  
Follow the simple directions below to make your return or exchange by mail. Include all original packing materials, manuals and accessories with the product to avoid any additional fees. We recommend items be returned via FedEx. We also recommend that you reuse the original shipping carton and packing materials. You are responsible for all freight and shipping related charges. However, you will be credited all reasonable and customary freight charges relevant to that item if product is damaged or defective, or the wrong item was shipped. Please include the postal receipt in your return package. We will do our best to process the return quickly. Please allow 14-21 days for processing. Refunds will be credited to the original purchasing credit card account number only.

## ORDER LIMITATIONS

We reserve the right to reject any order you place with us, and/or or to limit quantities on any order, without giving any reason. If we reject your order, we will generally attempt to notify you using the e-mail address you gave us when you placed the order.

**Quantities May Be Limited**  
Tryten may, at its own discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by the same Tryten Web site account, credit card, and also orders which use the same billing and/or shipping address. Notification will be sent to the e-mail and/or billing address provided should such change occur. Tryten reserves the right to limit the quantities sold, including the right to limit or prohibit sales to dealers.



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