Wholesale Terms of Sale | OnTech Miami

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1. Seller and scope

LACE Miami, LLC, doing business as OnTech Miami, sells used and refurbished equipment wholesale exclusively to customers buying for resale or other business purposes. We do not sell to end consumers or for personal, family, or household use. Our address is 7450 NW 74th Ave, Unit 519, Medley, FL 33166, United States.

2. Quote or order, acceptance, and payment

The quote or order lists the equipment offered, quantities, prices, and total. If the Miami pickup or delivery arrangements or other applicable conditions are not shown in the document, OnTech Miami will confirm them separately before payment.

The Wholesale Terms of Sale are available at **ontechmiami.com**. Before you pay, OnTech Miami will provide a direct link to the version that applies to your purchase. **By paying, you accept the quote or order, the confirmed conditions, and that version of the terms.** The order must be paid in full before delivery. Any exception must be agreed to in writing. Updates to these terms do not change orders already accepted.

Accepted payment methods: Zelle, cash, bank transfer, and debit and credit cards. Credit-card payments may carry a processing fee of up to 3%, which will be disclosed with the total before payment is confirmed. Prices do not include taxes; applicable taxes will be added where required. For purchases exempt as resale or export, the buyer must provide the applicable documentation before the total is confirmed.

If OnTech Miami cannot fulfill an order because the equipment is no longer available, it will notify the buyer and refund in full the amount paid for that equipment.

3. Miami delivery and international shipping

OnTech Miami delivers the equipment in Miami to the buyer or the freight forwarder the buyer designates. Packing and delivery to the selected freight forwarder in Miami are included at no additional cost. **The buyer selects, hires, and pays the international carrier directly**, along with any applicable insurance and destination charges. OnTech Miami does not arrange or charge for international shipping. Miami delivery timelines do not include international transit. If you notice shipping damage, document it upon receipt and contact both the carrier and OnTech Miami.

We deliver the order to your freight forwarder in Miami, or have it ready for pickup, within 24 to 48 business hours after receiving payment.

Title to and risk of loss of or damage to the equipment pass to the buyer when OnTech Miami delivers the order to the freight forwarder designated by the buyer in Miami, or when the buyer

picks up the order in person. From that moment, any loss or damage during international transit is the responsibility of the buyer and its carrier, and must be claimed from the carrier. This does not affect the warranty periods in Section 4, which begin when the buyer receives the equipment.

4. 30-day warranty and equipment that arrives with a fault (DOA)

We provide a **30-day warranty for functional failures**, starting when the buyer receives the equipment. If equipment arrives with a significant fault that was not disclosed before purchase, report it within the **first 7 calendar days** after receiving the equipment. After those 7 days, functional failures may still be evaluated under the 30-day warranty.

If you personally receive the equipment in Miami, both periods start at that time. If we deliver the order to your designated freight forwarder in Miami, that delivery alone does not start either period: both start when you, the buyer, receive the equipment.

Each claim is subject to technical review. If approved, OnTech Miami may offer a replacement with the same or comparable specifications, or a credit for the affected equipment.

Coverage excludes damage caused by shipping, impacts, or liquids, and defects disclosed before purchase. The warranty also excludes failures or damage caused by improper handling, including unauthorized work, modifications, or repairs. Equipment sold **AS-IS, for parts, or untested** is excluded from this coverage unless otherwise agreed in writing.

EXCEPT FOR THE 30-DAY WARRANTY DESCRIBED IN THIS SECTION, THE EQUIPMENT IS SOLD WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

5. How to submit a claim

Email **sales@ontechmiami.com** within the applicable period. Include the invoice or order number, the serial number, a description of the issue, and photos or video that help identify it. We may request basic troubleshooting or ask you to return the equipment for review. Do not ship equipment back without prior authorization.

6. Returns

Sales are final from the moment of payment. We do not accept returns due to a change of mind, ordering errors, or difficulty reselling the equipment. Returns for faults require prior approval. The buyer is responsible for return costs, including shipping and customs charges, unless otherwise agreed in writing. These terms do not limit rights that cannot be excluded under applicable law.

7. Condition, batteries, and accessories

The description or quote states the condition, specifications, included accessories, and known defects. Photos may be representative unless identified as showing the exact units.

- **Grade A:** near-new appearance with minimal or barely noticeable signs of use.
- **Grade B:** good cosmetic condition with visible wear from use.
- **Grade C:** substantial cosmetic wear; functional as described.
- **Mixed lots:** may contain different grades, as described for the lot.

Battery condition is assessed separately from the cosmetic grade. **Excellent** means an estimated capacity of **65% or higher**; **Good** means **50% to 64%**. Batteries with an estimated capacity below 50% are not sold with the equipment. These percentages do not guarantee a specific runtime. Chargers and other accessories are included only when listed in the description or quote.

8. Governing law and jurisdiction

These terms are governed by the laws of the State of Florida, United States, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to any sale under these terms. Any dispute arising from these terms or any sale shall be resolved exclusively by the state or federal courts located in Miami-Dade County, Florida, and the buyer consents to their jurisdiction.

9. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LACE MIAMI, LLC'S TOTAL LIABILITY FOR ANY CLAIM RELATING TO AN ORDER SHALL NOT EXCEED THE PRICE PAID FOR THE AFFECTED EQUIPMENT. IN NO EVENT SHALL LACE MIAMI, LLC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOST RESALE OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The replacement or credit provided in Section 4 is the buyer's sole and exclusive remedy for faulty equipment.

10. Prevailing language

In case of any discrepancy between the Spanish and English versions of these terms, the Spanish version shall prevail.

Contact: sales@ontechmiami.com