



The following Terms and Conditions apply to the use of this Website as well as all transactions conducted through the site.

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Fiberglass Hawaii Inc.
1377 Colburn Street
Honolulu, HI 96817

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Despite our privacy policy, Fiberglass Hawaii will cooperate with law enforcement if any of our products are suspected in the commission of a crime.

Shipping & Delivery

At this time, Fiberglass Hawaii Inc. ships merchandise to locations within the United States and U.S. territories, including Alaska, Hawaii, Puerto Rico, Guam, and the US Virgin Islands. Additionally, Fiberglass Hawaii Inc. ships merchandise to limited international locations through our online shopping site. For all other international destinations not listed on our website, please contact us at: 805-644-0009 or email ventura@fiberglasshawaii.com.

Risk of Loss

Sales of merchandise by FGH to the purchaser are complete upon receipt of payment from the purchaser. The risk of loss and the title to the merchandise pass to the purchaser upon delivery of the merchandise by FGH to the shipping agent.

Fiberglass Hawaii Inc. utilizes UPS Ground shipping for all US Mainland small packages from our Ventura, CA location (93003). Please note that shipping costs are determined by the size and weight of the package as well as the zip code that we are shipping to. Every package shipped from the Ventura warehouse will incur a \$10 handling fee (included in the UPS shipping cost) regardless of the cost of goods. Additionally, a \$35 charge will be added to each regulated quantity HazMat box that is shipped out of our facility (please refer to specific product pages in order to determine whether or not merchandise must ship fully regulated). Fiberglass Hawaii cannot ship hazardous materials via air through UPS to: Alaska, Hawaii, Puerto Rico, Guam, the US Virgin Islands or overseas. Purchaser must call closest location to arrange for alternate shipping. When placing an order for a HazMat item, the purchaser is required to add the "HazMat Shipping Fee" to the shopping cart. If this fee is not added to the cart, merchandise will not ship and the purchaser will be notified by FGH Staff. Every attempt is made to ship out packages on the same day an order has been placed. Orders MUST be received prior to 10am to qualify for same-day shipping (based on merchandise availability).

Sales Tax

Fiberglass Hawaii Inc. charges sales tax for merchandise ordered on this website based on the applicable state sales tax rate and the location to which the order is being shipped. Purchasers with shipping addresses within the state of California will be charged 7.75% sales tax. All purchasers are responsible for the remittance of any additional district sales tax (or other tax) applicable to their area.

Warranties

The content included in this website has been compiled from a variety of sources and is subject to change without notice as are any merchandise, programs, offerings, or technical information described in this website. Fiberglass Hawaii Inc. makes no representation or warranty whatsoever regarding the completeness, quality, or adequacy of the website or content, or the suitability, functionality, or operation of this website or its content. By using this website, you assume the risk that the content on this website may be inaccurate, incomplete, offensive, or may not meet your needs and requirements.

FIBERGLASS HAWAII INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, SPECIFICALLY, THE WARRANTY OF MERCHANTABILITY, AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO THE MERCHANDISE SOLD THROUGH THIS WEBSITE.

DAMAGE CLAIMS

IN NO EVENT WILL FIBERGLASS HAWAII INC. BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE PURCHASE OF MERCHANDISE THROUGH THIS WEBSITE, EVEN IF FIBERGLASS HAWAII INC. WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES PRIOR TO SALE. IN THE EVENT THE PURCHASER, OR ANY THIRD PARTY, SUFFERS DAMAGE OR INJURY AS A RESULT OF THE PURCHASE OF MERCHANDISE THROUGH THIS WEBSITE, THE SOLE REMEDY OF THE PURCHASER AND THIRD PARTY SHALL BE TO RETURN THE MERCHANDISE TO FIBERGLASS HAWAII INC. AT THE EXPENSE OF THE PURCHASER OR THIRD PARTY, AND RECEIVE A REFUND OF THE PURCHASE PRICE AND SHIPPING CHARGES.

Return Policy

1. FGH will accept the return of all merchandise that was damaged or defective at the time it was delivered by FGH to the shipper. Upon receipt of the merchandise and verification of the damage or defect, FGH will refund to purchaser the purchase price, the original shipping cost, and the cost of returning the merchandise to FGH.
2. FGH will not accept the return of merchandise damaged by the shipper. However, FGH will assist the purchaser in making a claim against the shipper for such damage.
3. FGH will accept the return of undamaged, non-defective merchandise, other than cut yardage, books, videos, gel coats, hazardous materials and special order merchandise, provided that the merchandise is returned in re-saleable condition. Upon receipt of the merchandise and the determination by FGH, in its sole and absolute

discretion, that the merchandise is re-sellable, FGH will refund to purchaser the purchase price, but not the original shipping cost or return shipping costs.

4. FGH may, in its sole and absolute discretion, accept the return of undamaged, non-defective merchandise. If FGH agrees to accept the return of such merchandise, FGH will refund to purchaser the purchase price, less a 15% restocking fee, but will not refund the original or return shipping costs.

5. No merchandise, including damaged or defective merchandise, will be accepted for return unless the merchandise and a legible copy of the receipt of payment issued by FGH is delivered, at the purchaser's sole expense, to FGH at 4350 Transport Street, Suite 106, Ventura, CA 93003, within 45 days from the date of sale. The 45 day return period is valid for orders generating from the website only.

6. Due to UPS carrier certification requirements for shipment of hazardous materials (HAZMAT) FGH is unable to accept returns of HAZMAT items.

Miscellaneous

PAYMENT OPTIONS: Purchaser may buy merchandise from this website by using Visa or MasterCard. All sales are in US Dollars (USD\$). Fiberglass Hawaii Inc. reserves the right to change its payment procedures at any time without prior notice to the purchaser.

VOID WHERE PROHIBITED: Although the information on this website is accessible worldwide, not all merchandise on this website is available to all persons or in all geographic locations or jurisdictions. Fiberglass Hawaii Inc. reserves the right to limit the provision of merchandise to any person, geographic area, or jurisdiction they so desire and to limit the quantities of any merchandise that they provide. Any offer for any merchandise made in the materials on this website is void where prohibited.

GOVERNING LAW: In the event of litigation both parties agree that the Law of the State of California shall apply and both parties shall consent to the jurisdiction of said State's courts, or in the event of diversity of citizenship, the United States District Court for the Central District of California. Both parties expressly waive a trial by jury.

MISCELLANEOUS: The Terms and Conditions constitute the entire agreement between purchaser and Fiberglass Hawaii Inc. with respect to this website and the merchandise sold through this website. The Terms and Conditions supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written between purchaser and Fiberglass Hawaii Inc. with respect to this website and the merchandise sold through this website. No modification of the Terms and Conditions shall be effective unless it is authorized by Fiberglass Hawaii Inc. in writing. If any provision of the Terms and Conditions is found to be contrary to law, then such provision(s) shall be construed in a manner to closely reflect, as much as possible, the intentions of the parties, with the other provisions remaining in full force and effect.