



Document no: **F-0820-001**

Rev: **B**

Rev. Date: **Aug. 25, 2025**

Approved by: **Ronald V. S.**

Title:

## **Standard Terms & Conditions of Sales for Products**

These Standard Terms and Conditions of Sale for Products ("Sales Terms") apply to the sale of products ("products") by Bella Mia Donna LLC, doing business as BMD Electronics & Hardware Inc. ("BMD," "we," "our," or "us") to customer ("you" or "Customer"). BMD's offer to sell products to Customer, and BMD's acknowledgment of any purchase order or other Customer document ("Order") is expressly limited to and expressly conditioned on Customer's acceptance of these Sales Terms. The applicability of terms contained in Customer's Order is limited to the identification and the quantity of products ordered. Unless agreed to by Customer and BMD in a separate written contract, BMD objects to and rejects all other Customer terms, in any form, that are different from or additional to these Sales Terms.

### **Limitation of Liability**

In no event shall BMD or any of its subsidiaries or affiliates be liable for any indirect, special, incidental, punitive or consequential damages including but not limited to loss of use, loss of data, loss of business or loss of profits to the extent permitted by law. In the event of any issue with a product that you have purchased through BMD, you agree that your sole remedy, if any, is from the manufacturer of such product, in accordance with such manufacturer's warranty, or to seek a return and refund for such product in accordance with BMD's return policy.

### **Force Majeure**

BMD shall not be liable for any delay in, or impairment of, performance resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, pandemics, quarantines, shortages, communication or power failures, fires, accidents, explosions, inability or delays in procuring or shipping product or obtaining permits and licenses, inability in procuring supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond the reasonable control of BMD in the conduct of its business.

### **Prices; Typographical Errors**

Prices are subject to change without notice. BMD is not responsible for typographical errors. In the event a product is listed at an incorrect or outdated price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers or due to the passage of time or change in market conditions, BMD shall have the right to refuse or cancel any orders placed for product listed at the incorrect or outdated price. BMD shall have the right to refuse or cancel any such orders 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 canceled, BMD shall promptly issue a credit to your credit card account in the amount of the charge.

### **Order Acceptance Policy**

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. BMD reserves the right at any time after receipt of your order and prior to shipment, without prior notice to you, to supply less than the quantity you ordered and/or change the estimated delivery date and/or decline or cancel your order. Orders are subject to the priorities under the Defense Production Act.

### **Truck Shipment Terms**

The order may contain shipments that must ship via truck. The quoted shipping charges are for standard truck shipment to a dock designated to receive freight. Someone must be present to receive truck shipments. Shipments that require a call prior to delivery/24-hour notification, lift gate, inside delivery and/or residential delivery will incur additional charges.



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### **Warranty Limitations**

The only warranties applying to products sold are those, if any, specifically provided by the manufacturer to be honored by the manufacturer. You acknowledge and agree that BMD is a distributor and not a manufacturer, and all applicable product specifications, representations and warranties are solely those of the manufacturer of the product sold. BMD makes no warranties, express or implied, and disclaims all other warranties, including without limitation implied warranties of merchantability, fitness for a particular purpose and conformity to models or samples. Some states do not allow limitations on implied warranties so these limitations may not apply to you. Manufacturers' warranties for exported products may vary or may be null and void for products exported or transported outside the United States.

### **Payment Terms**

Terms of payment are within BMD's sole discretion, and unless otherwise agreed to by BMD, payment must be received by BMD prior to BMD's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or ACH unless credit terms have been agreed to by BMD. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. BMD may invoice parts of an order separately. Orders are not binding upon BMD until accepted by BMD. Any quotations given by BMD will be valid for the period stated on the quotation. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law.

### **Shipping Charges/Taxes/Delivery**

Separate charges for shipping and handling will be shown on BMD's invoice(s). You are responsible for all applicable sales and other taxes associated with the order. If applicable, a separate charge for taxes will be shown on BMD's invoice. Delivery dates are approximate and products may be placed on backorder at BMD's discretion. Where product availability is limited for any reason, BMD may fill orders or otherwise allocate products in any manner it deems appropriate, including as required by the Defense Production Act. Under no circumstances will BMD be liable for failure to ship, delay in delivery, or for Customer's failure to receive products by a certain date.

### **Title/Risk of Loss**

Title to products and risk of loss passes from BMD to you upon delivery to the carrier.

### **Components**

Unless you are purchasing a remanufactured product, the product you purchase contains components that are new or equivalent to new in accordance with industry standards.

### **Product Disclaimers**

Product specifications may reflect accepted industry terminology and standards that could vary from commonplace meanings or may reflect the manufacturers best estimates of power, capacity and other usage capabilities and limitations or may reflect the capabilities of a product only under specific circumstances. Product specifications are not independently tested by BMD in every circumstance. Parameters provided in datasheets and/or specifications may vary in different applications and performance may vary over time. Product specifications do not expand or otherwise modify these Sales Terms, including but not limited to the warranty. Our products are not designed for use in medical, life-saving, or life-sustaining applications or for any other application in which the failure of the product could result in personal injury or death.

### **Special Order Items**

Once you place an order for custom-cut, customer-built or special-order items your order is considered non-cancelable and any custom-cut, customer-built or special-order items purchased by you are also non-returnable.



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### **Credit**

All orders must be approved by BMD's Credit Department. Placement or acceptance of an order does not constitute the opening of an account on credit terms. Accounts placed on credit hold will not be authorized to receive product until their account is current and in good standing. BMD reserves the right to require payment for any shipment hereunder in advance or, in the alternative, satisfactory security for such order if the financial performance or credit worthiness of Customer is unsatisfactory to BMD. Such security includes, but is not limited to, execution by Customer of a Corporate Guaranty. If Customer fails to make payment in accordance with these terms and conditions of sale or otherwise fails to comply with any provision hereof, BMD may, at its option (and in addition to any other remedies available to BMD at law or in equity), cancel any unshipped portion of Customer's order. Notwithstanding the above, Customer shall remain liable for all of its unpaid accounts. Customer shall not transfer or assign the account(s) relationship(s) created by the extension of credit by BMD to any third party without BMD's prior written consent.

### **Important Notice to Government Customers and Contractors**

Acceptance of and agreement to any government contract regulations, specifically including, but not limited to, any country-of-origin requirements; FAR 52.223-99. Any government Customer purchasing a product from BMD will be making an "open market" purchase. Federal government Customers are advised that pen market purchases are NOT GSA schedule purchases. By purchasing any product on the open market, the government Customer represents that it has authority to make such purchase and has complied with all applicable procurement regulations. Government Customers are further advised that compliance with the Buy American Act, Free Trade Agreements Act, Trade Agreements Act, or the like, is not guaranteed by BMD. It is the government Customer's obligation to specifically advise BMD in writing of any product origin requirements and for the Customer to confirm that the product complies with its needs at the time of ordering.

### **Important Country of Origin Information**

Country of origin information can change and what is displayed on BMDElectro.com or in the catalog may not be accurate or consistent with manufacturer information at the time of order or shipment. For updated, accurate country of origin data, it is recommended that you rely on product packaging or manufacturer information. With regard to product kits, country of origin may be undetermined as such kits contain multiple parts.

### **Safety Data Sheet (SDS)**

The Hazard Communication Standard (29 CFR 1910.1200(g)) requires that the chemical manufacturer, distributor, or importer provide a Safety Data Sheet ("SDS") for each hazardous chemical to downstream users to communicate information on these hazards. Employers shall have an SDS in the workplace for each hazardous chemical which they use. Each SDS includes information such as the properties of each chemical; the physical, health, and environmental health hazards; protective measures; and safety precautions for handling, storing, and transporting the chemical. Since each SDS is supplied by the chemical manufacturer/importer, BMD expressly relies on the evaluation of the chemical manufacturer/importer contained therein. BMD MAKES NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL LIABILITY TO YOU AND/OR ANY OTHER USER WITH RESPECT TO THE ACCURACY OF THE INFORMATION OR THE SUITABILITY OF THE INFORMATION IN ANY SDS. Send SDS requests to:

Bella Mia Donna LLC  
d/b/a BMD Electronics & Hardware Inc.  
2401 East Atlantic Blvd., Suite 204  
Pompano Beach, FL 33062, USA 800-645-2986.  
Phone: 954-933-1025



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### **California Proposition 65 and Other Warnings**

The State of California requires that certain warnings be given concerning products which contain chemicals subject to Proposition 65. Proposition 65 requires that products containing certain chemicals identified by the State of California as causing cancer, birth defects or other reproductive harm contain warnings. In addition, certain states have also enacted warning requirements regarding chemical components of particular products we sell, such as cleaning supplies. We rely on the manufacturer regarding the hazardous chemicals in their products and we make no representations or warranties regarding the information provided by the manufacturer. Applicable Proposition 65 warning(s) are provided upon product purchase. In addition, for information on whether a specific product you are considering purchasing from BMD contains a Proposition 65 warning label, please email [Sales@BMDElectro.com](mailto:Sales@BMDElectro.com).

### **Export Sales**

You agree that you will not divert, use, export or re-export the products contrary to United States law. You expressly acknowledge and agree that you will not export, re-export, or provide the products to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. The list of such countries subject to United States economic sanctions or embargoes may change from time to time. See <https://ofac.treasury.gov/sanctions-programs-and-country-information>. You also expressly acknowledge and agree that it will not export, re-export, or provide the products to entities and persons that are ineligible under United States law to receive such items, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List.

### **Amendments/Applicable Law**

These terms and conditions of sale may be amended at any time by BMD. The laws of the State of Florida shall govern these terms and conditions of sale.

### **User Generated Content Policy**

From time to time on certain areas of the Site you may be able to submit reviews, comments, feedback and certain other materials (collectively, "User Contributions"). By using these features, you agree that: (a) you will not post any content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent, or otherwise objectionable or inappropriate as determined by BMD in its discretion; (b) you will not post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; (c) you will not impersonate any person or organization, including without limitation, the personnel of BMD, or misrepresent an affiliation with another person or organization; and (d) you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Site, or any feature of the Site.

You represent and warrant that you own or have a valid license to use the User Contribution submitted, displayed, published or posted by you on the Site and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of the User Contribution, and BMD's use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

For any User Contribution that you submit, you grant BMD and its authorized third-party service providers a perpetual, irrevocable, royalty-free, transferable right and license to use, copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute your User Contribution and/or incorporate your User Contribution into any form, medium or technology throughout the world without



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compensation to you. Any User Contribution that you submit may be used and shared with authorized third-parties at BMD's sole discretion. BMD sometimes offers gifts of nominal value to individuals for submitting reviews on the Site. BMD is committed to complying with government gift and ethics rules and therefore government employees are not eligible to receive such gifts.

### **Return Policy**

#### **1. Notification Period**

All claims for defective or damaged goods must be reported within 10 days from the date of delivery to the Purchaser's designated "Ship To" address. If Purchaser fails to notify BMD of a claim within the above-referenced period, Purchaser will be deemed to have irrevocably accepted the product "as is" and BMD will have no further obligation to Purchaser with respect to such product.

#### **2. Method of Notification**

Purchasers must notify the respective Customer Service Representative at BMD Electronics via email not later than the above referenced Notification Period. A detailed inspection and/or failure report as well as photos of the rejected product are required. The notification must include the order number, a description of the defect or damage, a detailed inspection and/or failure report, and detailed photographs of the rejected product.

#### **3. Return Authorization**

Upon notification, BMD will review the claim, and if accepted, issue a Return Material Authorization (RMA) number. No returns will be accepted without a valid RMA number. The RMA number must be clearly marked on the return packaging with the respective RMA paperwork included within the return packaging.

#### **4. Condition of Returned Goods**

All returned products must be in their original packaging and condition unless the defect or damage itself precludes this. Returned items should include all original documentation initially provided. BMD Electronics reserves the right to refuse returns that do not meet these criteria.

#### **5. Shipping Costs**

All returned material transportation costs are the responsibility of the purchaser.

#### **6. Inspection and Resolution**

Upon receipt of the returned products, BMD Electronics will inspect the goods to verify the defect or damage. If BMD determines the product is damaged, defective or requires manufacturer inspection, BMD Electronics will, at its option, ship replacement product to Purchaser, have the product repaired, or credit Purchaser for the cost of the product. In the event the product is returned to BMD Electronics for repair, Purchaser will be subject to inspection and repair fees associated with the returned product. All returns are subject to a 15% restocking fee.

#### **7. Refunds**

Refunds for validated defect or damage claims will be processed within 30 calendar days of receipt of the returned products. Refunds will be issued to the original payment method unless otherwise agreed.

#### **8. Exceptions**

The following conditions are not covered by our defect and damage return policy:

- \*Damages caused by misuse, abuse, installation, or unauthorized repairs/modifications
- \*Products not purchased directly from BMD Electronics
- \*Transportation damages

#### **9. Limitation of Liability**

BMD's liability is limited to the cost of the defective or damaged product and does not





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cover any indirect, incidental, or consequential damages. This return policy is BMD's exclusive return policy and BMD makes no other warranty, express or implied, AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Purchaser agrees that the obligations and responsibilities of BMD Electronics with respect to the product are limited to those set forth in this return policy and only those provisions constitute the agreement between the parties. Purchaser agrees that all shipments of product will be deemed to have been made pursuant to this return policy and that any terms, conditions or provisions proposed by Purchaser which are in addition to or at variance with the provisions of this return policy are not binding upon and are deemed to be expressly rejected by BMD unless explicitly approved in writing by an authorized representative of BMD.

### **Mobile Messaging Terms and Conditions**

BMD may offer its customers mobile alerts regarding your orders, product delivery status sales, event promotions, new product releases, cart reminders, back in stock alerts, price drop alerts and low inventory alerts via recurring SMS (Short Message Service) message from certain short codes. Enrollment in BMD text alerts requires a customer who is at least 18 years old to provide his or her own mobile phone number with an area code within the 50 United States or the District of Columbia. By enrolling to receive BMD text alerts, you agree to our [Privacy Policy](#).

You acknowledge that text alerts will be sent to the mobile phone number you provide to BMD and you authorize BMD to use auto dialer or non-auto dialed technology to send recurring text messages to such mobile phone number. Once you enroll, the frequency of text alerts we send to you will vary. BMD does not impose a separate charge for text alerts; however, your mobile carrier's message and data rates may apply depending on the terms and conditions of your mobile phone contract. You are solely responsible for all message and data charges that you incur. Please contact your mobile service provider about such charges.

You may opt out of BMD text alerts at any time. To stop receiving BMD service text alerts, text STOP to the applicable short code. Texting STOP to the applicable short code will opt you out of all future BMD text messages from that short code. After you submit a request to unsubscribe, you will receive one final text alert from BMD confirming that you will no longer receive text alerts from that short code. No additional BMD text alerts will be sent from that short code unless you re-activate your enrollment. For questions about text alerts, text the word HELP to the applicable short code, or contact BMD at 954-933-1025.

The BMD text alert programs are offered on an "as is" basis and: (1) may not be available in all areas or through all wireless carriers at any or all times; and (2) may not continue to work in the event of product, software, coverage or other service changes made by your wireless carrier. BMD may change or discontinue any of its text alert programs without notice or liability to you. The wireless carriers are not liable for any delayed or undelivered text alerts.

All information collected in connection with our text alert programs is governed by our [Privacy Policy](#). These Mobile Messaging Terms and Conditions are subject to change at any time without notice.

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BMD serves customers internationally. All product prices, specifications and availability are subject to change without notice. Prices do not include shipping or applicable sales tax.

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