

Bird Toy Outlet Return Policy and Guarantee

Product Returns and Cancellation

Bird Toy Outlet (BTO) will accept any standard non custom product for a refund of the purchase price of the product within 30 days of the delivery date to the customer, exceptions are noted below. Once an order is placed and is in production and is cancelled, it is BTO's discretion to refund shipping and handling as well as custom options. Customer is responsible for all packaging, labor, shipping, and custom option costs incurred prior to cancellation. The dollar amount of these costs is at BTO's discretion to determine. As soon as BTO receives customer's cancellation notice BTO will send customer a confirmation of cancellation. This confirmation is considered official time of cancellation. Customer must submit a return authorization form to return any product for refund or exchange. Return authorization forms can be found on the BirdToyOutlet.com web site, or BTO can mail, email, or fax customer the form. BTO must have a signed copy (faxed Signature is acceptable) before BTO will issue a return authorization number. BTO will not accept any package without a return authorization number and it must be clearly labeled on the outside of every returned package. Packages without a return authorization number clearly labeled will be refused and returned to sender at sender's expense. BTO does not refund shipping and handling charges under any circumstance. BTO is not responsible for arranging for or paying for shipping returns. In no way does late delivery, damaged parts, or any other circumstance make BTO responsible for refunding shipping and handling charges or paying for shipping returned items. If any of BTO's various packages are ordered and individual items are returned the customer will be credited the sale price of those items minus the cost savings of the remaining items in the package. Customer will forfeit their package discount when returning part of the order. If free shipping is offered for an ultimate package, Suncatcher cages, U.S. Cages, or any other reason and those items are returned shipping and handling costs will be deducted from the total amount of the return according to BTO's shipping and handling rate chart at the time of purchase, or according to actual shipping, handling, and packaging charges to be determined by BTO if they exceed the BTO shipping and handling rate chart. Lift gate and unloading service, extra handling, and remote delivery charges are not included in free delivery. If items are shipped via freight, customer must have items delivered to a location with a loading dock, or be at the delivery location at the time of shipment and unload the truck by hand. An extra charge applies if lift gate service is required plus any additional unloading or remote delivery charges. If lift gate or unloading, or remote delivery service is not paid for at the time of purchase and the shipping company retroactively charges Bird Toy Outlet for these charges, customer authorizes Bird Toy Outlet to charge the customer's credit card or invoice them for these additional charges. Lift gate and unloading service includes curbside delivery and does not include moving the products inside the customer's house or location in any circumstance.

Damaged Delivery

Customer must claim in writing any damage done to any product that occurs prior to the customer receiving the product (due to shipping or otherwise) within 48 hours of receiving the product. This claim may be via email to info@BirdToyOutlet.com, surface mail, or fax (512) 308-0860. This claim must include customer name, order number, and date claimed, as well as a digital or analog photo of the damaged item. It will be at BTO's discretion to determine if the damage was done prior to delivery to the customer to warrant a replacement or repair. It is also BTO's discretion to determine if the customer must return the damaged item before it is replaced or refunded. The postage date on surface mail will be considered date submitted for damage claims. If there is damage done prior to delivery to the customer and BTO determines a replacement is warranted BTO will send replacement parts via Fed-Ex standard ground service. Faster service will be an additional charge. A damaged part in no way extends our return policy to cover refunding shipping and handling costs or the cost of shipping products back for refund or exchange.

Defects and Damaged Returns

Once returns are received by BTO they will be inspected for damage. Acceptance of a return from an outside carrier (i.e. Fed-Ex or UPS) does not mean BTO agrees the products are in acceptable condition for a refund. Once the packages are opened and inspected, any part in damaged or unacceptable condition will be deducted from the return amount. Cages and accessory items are not necessarily inspected immediately upon receipt and may take up to a couple weeks to complete. Unacceptable or missing cage or accessory items will be deducted from the refund amount at the full retail price. Cage parts will be deducted in accordance with the rates shown below for each part. It is solely at BTO's discretion to determine if the parts are in acceptable condition or missing. The deduction cost for damaged or missing parts for returns are as follows (rounded up to the nearest 6" increment): Aluminum frame members: 33C \$7.50/ln.ft; 22C \$5.00/ln.ft.; 33S \$5.25/ln.ft; PTF \$4.00/ln.ft; CDT 3.00/ln. ft; CDS \$4.50/ln.ft.; RBD \$5.00/ln.ft; UFD \$2.50/ln.ft; UFM \$3.00/ln.ft.; Plastic Frame Members: 2UC or 3UC "U" channel \$0.50/ft; CCE \$1.50; 2RT \$1.50 /ln.ft.; 3RT \$2.00/ln.ft.; Panel Materials: acrylic \$3.00/sq.ft.; 3/8" laminate \$3.00/sq.ft.; 1/4" laminate \$3.00 / sq.ft.; hood & stand doors \$8.00/sq. ft.; aluminum laminate panels \$9.60/sq. ft.; 1" x 1" stainless steel wire \$8.20 / sq ft; 1/2" x 1/2" stainless steel wire \$10.70 / sq. ft.; 1" x 1/8" \$11.30/sq. ft.; Other: corner joint-cap sets \$1.50 ea.; cap screws \$.025 ea, allen wrench/Lkey \$1.50 ea.; stacking pins \$1.00 ea.; lock set \$10.00ea; pull out tray system A trays only, 85% of full price of system. Cost for Majestic Enclosure panels and extrusions will be determined on a case by case basis at BTO's discretion. Parts and panel sections will be all or nothing basis, no partial refund will be given for damaged panel assemblies. BTO will not refund products damaged due to the customer including but not limited to damage incurred while shipping the product back to BTO, products damaged during assembly and/or disassembly, or products damaged by their pet. This is including, but not limited to, damage done to any furniture, including replica cage furniture, by birds or any other animal. Replica furniture may be easily chewed by destructive birds or other destructive animals, and may discolor in direct sun light. BTO does not extend any warranty for damage to replica furniture by pets or direct sun or other UV light. It is the customer's responsibility to properly package and insure returned packages as well as handle any claim issues regarding damage during return. BTO will not accept returns for used or opened accessory items, unless it is due to a defect with the product. BTO may require, at its sole discretion, that the defective product be returned at the customer's expense to test for a defect. If BTO determines the product is defective at its sole discretion BTO will refund the shipping charges and replace or refund the product. Some products warranties must be handled directly by the manufacturer and customer must follow manufacturer's policies for replacing product defects. BTO can not refund items that have any type of animal contamination such as, but not limited to, feces or urine. If BTO receives returned items with contamination on them the value of the contaminated parts will be deducted from the total dollar amount of the refund.

Custom and Non Refundable Items

BTO does not refund customized or modified cages, accessories, or parts. This includes: custom sized cages, any portion of a cage that has custom options installed such as (but not limited to) drilled holes for shelves, cord grommets, vents, wire inserts, panel substitutes, or any other option deviating from the original basic cage configuration. If panels are substituted, the total value of the substituted panel will be subtracted from customer refund amount, not just the amount of the upgrade. All options installed by BTO are done by BTO's best judgment with our customer's preferred positioning in mind. If a customer claims the items were not placed in accordance with their best wishes it is BTO's discretion whether it is an error that merits replacing or if it was done with sound judgment. Any mistake in installation in no way extends our return policy to cover any other provisions such as refunding shipping and handling, backgrounds, or any other provisions that are otherwise not covered. BTO does not refund custom background images, standard or special order, for any reason. If there are other problems with customer order, BTO will address those problems accordingly. Other problems in no way extend our return policy to cover the cost of any background. Once the background order is placed, it can not be canceled. All backgrounds are cropped and sized according to BTO's discretion. Color and resolution may vary depending on individual circumstances. It is at BTO's discretion to determine if a flaw of any kind in a background warrants a replacement or refund.

Terms and Payment

All terms in this return policy are continuous. Customer is bound by these terms for all current and future orders. Payment is due in advanced before any products are produced or shipped. If any extended payment terms are granted or a chargeback is filed with the credit card processor, there will be a 11% per month service charge for any balance beyond the agreed upon payment date until the payment is received in full, plus a \$100 charge for processing the chargeback. All provisions listed in this policy override any other provisions listed in the customer's purchase order or any other document. This policy shall be construed under the laws of the State of Wisconsin without regarding to its choice of law provisions and the parties agree that any action relating to this policy shall be instituted and prosecuted in the courts of Winnebago County, Wisconsin and each party waive the right to change of venue.

Majestic, Hybrid, Suncatcher, and U.S. Cage Guarantee: Bird Toy Outlet (BTO) Guarantees Majestic, Hybrid, Suncatcher, U.S. Cage Enclosures for a period of one year, starting on the date the customer receives their enclosure against defects resulting from faulty material or workmanship. BTO will at its option, either replace or repair the defective product. After the specified period, repair charges will be the customer's responsibility. The customer must report to BTO within 48 hours of noticing the problem as to prevent further damage to the enclosure. If it is determined that a problem has developed and was not addressed in a timely fashion (within 48 hours) as to prevent further damage to the enclosure, this guarantee may be null and void at BTO's discretion. This guarantee does not cover any damages due to accident, misuse, abuse, negligence, or failure to follow these instructions. BTO does not guarantee, or make claim to the amount of time it may take a customer to assemble any enclosure. Assembly time varies for every enclosure and every skill level. **Majestic Enclosures Only:** The customer must fill out and return to BTO a Certificate of Guarantee Application within 10 days of receiving their enclosure. At that time, BTO will issue an official Certificate of Guarantee. Bird Toy Outlet (BTO) Guarantees Majestic Enclosures against chewing of the wood from the inside of the cage for the life of the cage as described in the original Certificate of Guarantee Application for the intended use as described in the Certificate of Guarantee Application. If it is determined by BTO that there has been damage caused to the wood frame due to chewing from the inside, the customer may return the affected parts to BTO at the customer's expense. BTO will either repair or replace the parts affected and return them to the customer at the cost of BTO. If BTO decides not to replace the affected parts, BTO has the option to pay to return the cage to BTO in its entirety and issue either a credit or refund rather than repair the cage. No credit or refund will be given until the cage is received in its entirety by BTO with full cooperation by the customer. It is up to the discretion of BTO to determine if the panel was damaged due to a bird chewing the wood from the inside. **Suncatcher and U.S. Cages Only:** Bird Toy Outlet (BTO) Guarantees Suncatcher and U.S. Cages against broken welds due to normal pet animal use for a period of one (1) year from the date the customer receives the product. Any cage with a wire diameter smaller than 8 gauge is not Guaranteed for Hyacinth Macaws, Moluccan Cockatoos, and Greenwing Macaws. If a customer has a broken weld they must return that portion of the enclosure to BTO at customer's expense. BTO will refund, repair or replace (at BTO's discretion) that portion of the enclosure and return to customer at BTO's expense. If BTO decides not to repair or replace the affected parts, BTO has the option to pay to return the cage to BTO in its entirety and issue either a credit or refund rather than repair the cage. No credit or refund will be given until the cage is received in its entirety by BTO with full cooperation by the customer. BTO does not Guarantee any Suncatcher or U.S. Cage against minor surface blemishes or rusting or corroding for any period of time. If the customer receives the enclosure with minor surface blemishes prior to delivery to customer, BTO will furnish or issue a credit towards touch up paint to the customer as well as materials for preparing the surface to accept the paint. If it is determined by BTO at BTO's sole discretion that surface blemishes are not minor or easily repairable by the customer, Customer must return the damaged part to BTO at BTO's expense (BTO will arrange for the return for the part) and BTO will repair or replace the part at BTO's expense and return to the customer at BTO's expense. If customer sends defective or damaged parts to BTO in any way other than BTO's preferred shipping carrier arranged by BTO, BTO is not responsible for paying for the shipping charges.

Notice: It is the customer's responsibility to evaluate their enclosure for the safety, security, and well being of their animal. We are not responsible for animals escaping or any consequences resulting from any such incident. We are not responsible for any violation of the law due to housing of illegal animals. We are not responsible for fire danger associated with any products. Follow all manufacturers' guidelines and ratings when using any such lighting or heating products. All heating or lighting elements are installed at customer's own risk.

This document does not represent a Warranty of any product. Visit BirdToyOutlet.com to view the Limited Warranty for Hybrid, Majestic, Suncatcher, and US Cage Enclosures as well as any other product.

Sign / Date Here: X _____

Print Name: _____

Phone#: _____

Please sign, date, and fax to: (512) 237-3335