

Payment Terms

Directly Purchased Instruments

Internet orders may be paid for using credit and debit cards, and Paypal accounts. All check orders are subject to a 10-business-day hold. Cash is not an Internet payment option; we do accept cash for purchases in person.

Shipping Charges—Taxes and Title

Separate charges for shipping and handling will be shown on your order form. Most orders received before 5:00 p.m. Central Time, Monday through Friday, will be shipped within two business days. Orders placed on Saturdays, Sundays, or holidays will be processed within the next two business days. All orders will be shipped to the payment address and any order may be held for extended verification. In the event of multiple instruments on a single order, for logistics reasons, we reserve the right to make partial shipments, which will not relieve you of your obligation to pay for the remaining deliveries.

All items purchased from EncorePro are made pursuant to a shipment contract. This means that the risk of loss and title for such items passes to you upon our delivery to the carrier.

For more information on the application of shipping policies on a specific order, including specific rates, delivery times and delays, please call us at (281) 532-5204 – we will return all calls within the same or next business day.

If applicable, a separate charge for taxes will be shown on the invoice. For the most part, instruments bought outside Texas carry no sales tax, although this may change under State and Federal laws. Some States required Texas based businesses to collect sales tax on all orders shipped to them. If we are shipping an item to one of these States, you will be charged the applicable local sales tax rates.

Guarantee Exceptions & Details

Mouthpieces may be returned, but will incur a sterilization fee.

Credit card returns are issued a credit for purchase price. Refunds are made for product value only, excluding shipping and handling charges.

Terms of Use

Terms and Conditions of Use

The EncorePro Web site at <http://encorepro.org/> (the "Site") is a copyrighted work belonging to EncorePro, Inc. ("EncorePro"). EncorePro grants you the right to use the Site subject to the terms and conditions of use ("Terms of Use") set forth below. PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING THE SITE, OTHER THAN TO READ THESE TERMS OF USE FOR THE FIRST TIME, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THIS SITE.

License

Subject to these Terms of Use, EncorePro grants you a limited, royalty-free license to view the materials contained on the Site (the "Materials") and make such copies only as may be incidentally created during your exercise of the foregoing through the normal operation of a commercially available web browser and a gateway cache and proxy obtaining the Materials from the EncorePro server. You are not granted any right to use EncorePro trademarks, logos, trade dress (including without limitation the layout of the Site) or other marks, and all such items shall remain the exclusive property of EncorePro.

Modification

EncorePro reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or any part thereof with or without notice. You agree that EncorePro will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site.

Secured Areas

Your use of any areas of the Site secured by a user name/login screen ("Secured Areas"), including but not limited to purchases of products from the Site, is governed by the terms and conditions of a separate agreement. You are granted no rights or licenses to use the Secured Areas under this Agreement.

Mailings

By submitting your name, e-mail address, and any other personal information to EncorePro, you hereby grant EncorePro, subject to the EncorePro Privacy Policy a royalty-free license to use and disclose this information, including but

not limited to using and disclosing such information in connection with periodic mailings to you about EncorePro products, services, and news ("Mailings"). The terms and conditions of this Agreement shall apply to all such Mailings.

Submissions

All remarks, suggestions, ideas, graphics, data, personal information, resumes, questions or other information communicated to EncorePro through the Site, by facsimile or through the mail (electronic or otherwise) (a "Submission") will forever be the property of EncorePro. Unless otherwise specified in our Privacy Policy, EncorePro will treat any Submission as confidential or proprietary but will not be liable for the use of any ideas for its business (including, without limitation, service or promotion ideas) and will not incur any liability as a result of any similarities that may appear in future EncorePro services or operations. Without limitation, EncorePro will have exclusive ownership of all present and future existing rights to the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not EncorePro, have full responsibility for the Submission, including its legality, reliability, appropriateness, originality, and copyright.

Site Use Rules

Our Site may only be used for lawful purposes. EncorePro specifically prohibits any use of our Site, and all users agree not to use our Site, for any of the following:

Posting any incomplete, false or inaccurate information or information which is not your own accurate information;

Posting of any material that defames, harasses, threatens, embarrasses, or abuses others; is racially or ethically offensive; or is obscene, abusive, hateful, pornographic, vulgar, or harmful to anyone, but especially to children;

Deleting or revising any material posted by any other person or entity;

If you have a password allowing access to a non-public area of our Site, disclosing to or sharing your password with any third parties or using your password for any unauthorized purpose;

Harming minors in any way;

Impersonating any person or entity or falsely stating or otherwise misrepresenting your affiliation with a person or entity; or

Aggregating, copying or duplicating in any manner any of the materials or information available from our Site.

We do not knowingly collect identifiable information from anyone under thirteen years of age.

Accuracy of Content and Pricing Information

Because prices, product descriptions and availability can change quickly, EncorePro does not warrant the accuracy or completeness of the information provided on the Site. Also, EncorePro may make changes to the information contained herein, including to the products and prices described in the site, at any time, without prior notice to you (including after you have submitted your order). Information at this Site is periodically updated, but it may not be current or complete at the moment you visit this Site and may contain errors or inaccuracies. In no event shall EncorePro or its service or product providers be liable to you in any manner whatsoever for any decision made by you, or for any act or failure to act by you, in reliance upon information provided at this Site. If a product you purchase does not match the description on the Site, as your sole and exclusive remedy you may return the product, unused, to EncorePro and receive a refund of your purchase price.

Items in your shopping cart will reflect the most recent price displayed on the item's product detail page. Prices are frequently updated to adjust for different sales, limited pricing, and other discounting. Therefore, prices on the product detail page and in your cart may change after such updates to reflect the current prices. Placing items in your cart does not reserve the current prices shown at that time, and prices are reserved only by placing an order. From time to time, despite our efforts, a small number of the items in our catalog may be miss-priced. Please note that such errors or inaccuracies may be related to product descriptions, pricing and availability. In the event of a pricing error, EncorePro will take one of the following options: (1) If an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item; or (2) if an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. We apologize for any inconvenience. If you are not satisfied with your purchase due to any errors or inaccuracies, you may return it in accordance with our return procedure.