



Terms and Conditions of Sale (USA Only)

For items sold on or after 3-1-2022.

Retail Everlast Retail Sales:

Completing a retail purchase of an Everlast Product from this site means the customer accepts and agrees to follow the terms of sale, including those related to warranty. If the customer disagrees with these terms, they should not finish the purchase. For warranty policy, see the warranty section.

Authorized Dealer Retail Sales:

Products bought from an authorized dealer, online or in-store, follow the dealer's terms. Any issues must be resolved with the dealer. Everlast USA does not manage dealer disputes or promises outside its standard warranty. Everlast is not liable for any damage from non-Everlast items sold by dealers. Dealers are responsible for their special offers and honoring their own terms.

Unauthorized Dealer or Unauthorized Re-seller Sales:

Everlast is aware that some products may appear from unauthorized sources, such as Alibaba, discount outlets, warehouse specials, and other re-sellers. In many cases, counterfeit, damaged, or even used products are being sold. Everlast is not liable for any advertisements, claims, warranties, or technical support provided for products sold through such sources. If you are in doubt about whether your source is authorized or not, contact Everlast directly. Everlast will not be responsible in any way for products sold through these outlets. This also includes any warranty claims, technical support, or advice for these items.

Everlast Product Sold Outside the USA:

Everlast USA is not responsible for products sold outside of the USA or its stated sales area. While Everlast is glad to assist customers with basic contact information, each region outside the USA establishes its own warranty and sales policy. Any Everlast product imported into the USA that was not originally sold by EverlastUSA will be treated as "gray market" equipment and will not be supported unless such purchase was originally made by US service members or support staff through USA channels.

Specifications and Packaging Subject to Change Without Notice:

Due to Everlast's continuing effort to expand and improve the product line, all specifications, details, descriptions, package contents, and product appearance are subject to change without notice. This may mean that a product may change slightly from what is depicted in printed format, which includes depictions in brochures, manuals, or details found on this website. This also means that accessories, consumables, and equipment included in the unit sale may vary in quantity, color, and size. In general, any product change will be substituted with equivalent or better products.

Sales and Quote Limitations and Remedies:

Any sale found on this site, any special quote or package deal quoted either in writing or verbally, is subject to time limits or availability at the time of the quote. Unless otherwise stated in written form, quotes will be good for no more than 2 weeks after issuing and are subject to the priority of availability. If the stock is no longer available at the time of purchase, then the quote is no longer valid. Due to occasional special or seasonal sales pricing, Everlast will not offer retroactive monetary refunds for the price difference between the original purchase price and sales prices on units found after the original sale. However, if a customer notices a lower price offered on this website within two weeks after the original invoice purchase date, Everlast may elect to offer store credit for the difference between the original purchase price the customer paid and the discounted price. No cash, credit card, wire transfer, or other form of monetary refund will be made. Only store credit will be given at Everlast's discretion. The customer must contact Everlast directly and apply for a refund either by phone call or directly by email, along with the invoice number, to verify the purchase. No automatic credits will be given, since this is a manual, detailed process. Changes in shipping charges and special handling charges are excluded from any form of refund after the sale. This policy applies specifically to retail sales that are sold directly through the EverlastUSA website.

Cash On Delivery Fees and Policy:

Any customer requesting a Cash On Delivery (C.O.D.) will incur an extra \$45.00 charge. Any customer refusing deliveries will be charged an additional 300.00 fee and will be turned over to collections as a bad debt if not paid.



Terms and Conditions of Sale (USA Only) Continued

Refused Deliveries:

In the event *any* product ordered by the customer is refused by the customer or his/her designated representative or turned back by the customer or his/her designated representative for reasons other than apparent major shipping damage, the customer will be billed for shipping back to and from the original shipping point (i.e., the warehouse). The cost of shipping will be deducted from the original payment before credit will be issued. The amount refunded will be less the calculated cost to Everlast of shipping the product both ways, even if the product was advertised as "free shipping."

Addressing Special Concerns About Policies:

If there are any customer concerns or questions about the product specifications, accessories, or other product details, these should be addressed by the customer before the purchase is completed. A good place to start with resolving any questions is to download the latest version of the manual directly from the product page and read it. This will help to answer any questions regarding the installation of the unit, operation of the unit, or general questions about the unit's specifications before you complete the purchase.

Expectation of Professional Use:

Everlast products are designed by welding professionals and manufactured for welding professionals. It is intended that these products are to be used by knowledgeable, trained professionals. It is expected that the product will be used by professionals in professional environments. Inexperienced users or beginners should seek advice and training before using such equipment. Everlast's products lean towards cutting-edge technology and may require special training and/or extensive experience to understand and master. Everlast cannot know or predict what level of training or knowledge a user may have. Nor can Everlast predict every environment or every application a product may find use in. It is for this reason that Everlast does not guarantee the product for any use or suitability for application.

Professional Installation Expected:

Due to housing and wiring codes, certain conditions exist in electrical wiring and the welding environment that may restrict the use of the product in home or amateur environments without special additional wiring or safety considerations. Everlast cannot be responsible for developmental training, conditions in the workplace environment, safe installation, or safe operation of its products. If you do not have the proper training, proper electrical wiring, or intent to source proper wiring and/or facilities, do not complete the purchase. Always consult licensed electricians before attempting to install wiring for welders. Always have the electrician consult Article 630 of the NEC for proper wiring information specifically dedicated to the wiring of welders and related devices.

State taxes are charged based off your address zipcode unless proper paper work for state tax exemption is submitted:

Everlast charges taxes based off of the customers location. Each state has a varying tax rate for product sold online from out of state. Everlast is based in California and charges the California State Tax Rate to its residents. If your state does not charge an online sales tax, then you will not be charged. If an error in tax computation is observed, contact Everlast immediately. If you have a tax I.D. exemption, contact Everlast directly at 1-877-755-9353 ext. 202 to provide the documentation prior to sale. Please complete the sales at that time over the phone or via method agreed upon.

NOTICE: Sales Taxes are not charged on shipping fees. Final totals shown on invoice will reflect a shipping deduction before taxes are added.

Customs and Duties On Sales to Foreign Countries:

Everlast will not be responsible for paying customs and duties associated with the shipping of a unit to a foreign country. Nor will it pay for or arrange clearing of customs in foreign countries. Any incurred charges, delays in shipping due to customs, etc. are the purchaser's responsibility. Foreign purchases should not be completed online. Contact 1-877-755-9353 ext. 216 for foreign sales and any questions related to available products.

Free Shipping for the Lower 48 States Only:

Free shipping is available on some items, but not all items. Pay attention to the specific item as to whether "Free Shipping" is explicitly offered on that item. Whenever Free Shipping is offered, it is only applicable to the lower contiguous 48 states. Alaska, Hawaii and US Territory customers should contact Everlast direct for shipping quotes and lead times to ship before purchasing. Please Contact 1-877-755-9353 ext. 202 or ext 210 for shipping information and for completing sales. Everlast will ship to freight forwarders in the USA and allow customers to use their own forwarding companies. However, customers should make these arrangements before the purchase is completed and advise Everlast of the status of such sale before transaction is made.