

Terms & Conditions

REVOLVING CHARGE AGREEMENT: TERMS AND DISCLOSURES

- 1 **DEFINITION OF PARTIES:** In this agreement the words "you", "your", and "yours" mean the Buyer and the words "we", "our" and "us" mean Worldwide Electronics & Comfort, Inc. 115 E. Stevens Ave, Valhalla, NY 10595, the creditor on your account. "Seller" is an independent marketing company who acted as our agent for the purpose of soliciting the sale only.
2. **CREDIT LIMIT:** We will establish a credit limit for you which we have the right to raise or lower. You may not charge purchases to your account if it will cause you to exceed your credit limit, or if your account is in default.
3. **PURCHASES:** We will periodically notify you of merchandise which you may purchase and charge to your account if you have available credit. You also authorize us to purchase any sales slips or other similar documents showing present or later purchases to be added to your account and to charge your account the amount financed related to these purchases.
4. **LAYAWAY AGREEMENT:** You hereby agree if your application for credit is denied you authorize us to alter the terms of your account and change the delivery time to the following method: We will ship ONE Product immediate and ONE additional product each month you make a full ON-TIME payment with the understanding all merchandise will be shipped once you make SIX full on-time payments. Please note it takes 4 to 6 weeks AFTER we receive you payment for you to receive any products.
5. **PAYMENT TERMS:** You can repay any or all of your account balance at any time without penalty. When you do not pay your entire balance in full, you must make a minimum payment each month. The amount of the minimum payment is shown on the front side of this Agreement. Payment will be applied first to unpaid **FINANCE CHARGE** and then to the unpaid principal balance.
6. **MONTHLY STATEMENT:** We will mail you a statement each month at the address we have for you in our records. This statement will show your purchases during the month, the beginning and ending balances in your account, payments received, the amount of any **FINANCE CHARGES**, and the minimum payment that you owe.
7. **CALCULATION OF FINANCE CHARGE:** **FINANCE CHARGES** will be incurred beginning on the date of acceptance of the Agreement by us. You may avoid paying a **FINANCE CHARGE** on all purchases shown on your billing statement if you pay the entire balance owing for the new purchase by the date shown on the billing statement. When a **FINANCE CHARGE** is imposed, it is calculated by applying the monthly periodic rate for your state residence (as shown in the table below along with the corresponding **ANNUAL PERCENTAGE RATE**) to the balance after the computation of the **FINANCE CHARGE**.

	Portion of Balances	Periodic Monthly Rate	Periodic Monthly Rate	State Residence	Portion of Balances	Periodic Monthly Rate	Annual Percentage Rate
Alabama	\$0 to \$750 over \$750	1.75% 1.5%	21% 18%	Iowa	All Balances	1.65%	19.8%
Alaska	All Balances	1.5%	18%	Kansas	\$0 to \$1000 over \$1000	1.75% 1.2%	21% 14.4%
Arizona, Delaware, Idaho, Illinois, Maryland, Montana, Nevada, New Jersey, New Mexico, New York, Oregon, Rhode Island, South Dakota, Utah, Virginia, Washington, Washington, DC	All Balances	1.5%	18%	Missouri	All Balances	1.67%	20.04%
Arkansas	All Balances	0833%	10.00%	Nebraska	\$0 to \$499 Over \$499	1.75% 1.5%	21% 18%
California	\$0-\$900 \$901-\$1650 \$1651-\$2500	1.8% 1.5% 1.0%	21.6% 18% 12%	New Hampshire	\$0 to \$600 \$601 to \$1500 Over \$1500	1.8% 1.5% 1.8%	21.6% 18% 21.6%
Colorado, Europe, Georgia, Indiana, Kentucky, Mississippi, Oklahoma, Tennessee, Vermont, Wyoming	All Balances	1.75%	21%	Puerto Rico	All Balances	1.7%	20.40%
Connecticut, Florida, Guam, Hawaii, Louisiana, Maine, Massachusetts, Michigan, Minnesota, North Carolina, Ohio, South Carolina, Wisconsin	All Balances	1.5%	18%	Texas	\$1to \$1,500 1,501-\$2,500 \$2501 & up	1.5% 1.0% .0833%	18% 12% 10%
West Virginia	\$0 to \$750 Over \$750	1.5% 1.0%	18% 12%				

8. **DEFAULT:** You will be in default if: (a) you fail to make a required payment when due on two occasions within any 12 month period; (b) you are declared insolvent or you file bankruptcy; or (c) you violate any term of this Agreement. If you are in default we will send you a notice of the default, and give you 15 days to cure the default. If the default is not cured in that time, we then have the right to demand therein amount owed on your account be paid immediately. If we begin collection proceedings, you agree to pay all collection costs, court fees and attorneys fees in an amount permitted by law.
9. **DISPUTES:** You agree with us that any dispute arising out of this agreement should be resolved in the courts of Westchester County, New York. Therefore, you and we further agree that any claim or dispute which develops out of this agreement, other than a claim to collect or enforce a judgment, may only be brought in Westchester County, New York, courts. Both you and we consent to the jurisdiction of the Westchester County, New York courts over all parties to the agreement.
10. **LATE FEE:** Any payment delinquent six (6) days or more is subject to a ten dollar and not cents (\$10.00) late charge which will be added to your account.
11. **CREDIT INFORMATION:** You agree to authorize us to obtain a credit report and any other information about your creditworthiness
12. **ACCOUNT INFORMATION:** You authorize us to furnish information about the account to credit reporting agencies and anyone else who may lawfully receive such information
13. **CHANGE IN TERMS:** We may make changes in the rates and other terms of this Agreement, as permitted by law, upon prior notice of these changes. Any changes in the rates and other terms may apply both to new purchases and to the outstanding balance on your account. You will be notified at least fifteen (15) days in advance of any such changes, and such notice will be sent to your current address as shown on the records of the account.
14. **SECURITY AGREEMENT:** This contract is a Security Agreement covering the above described property and title thereto shall not pass to you until all payments hereunder, including collection charges, and attorney's deed, if any, are fully paid. You will pay as agreed herein at our office or our assignee's office, all sums to draw interest after maturity at the highest lawful rate. You further agree that said chattels shall be kept and/or installed on or in the premises, described herein and shall not be removed therefrom without our written consent or our assignee's written consent and that you shall not make any material change therein without our consent.
15. **RETURNED PAYMENT:** In the event any payments are returned to the holder of this contract not paid by a bank, you will be charged a service fee at the prevailing rate, currently \$15.00. This amount could change from time to time upon prior notice.
16. **PRIVACY ACT PROVISION:** I hereby authorize the Department of Defense and its various departments and commands to verify my social security number or other identifier and disclose my home address to authorized holder of this contract so that they may contact me in connection with my financial business with holder of this contract. All information furnished will be used solely in connection with my financial business relationship with the holder of this contract. I hereby authorize communication with any past or present employer regarding my indebtedness with the holder of this contract should I fail to meet the terms and conditions of any loan or charge agreement executed by me.
17. **MISCELLANEOUS:** This Agreement is not effective until your application has been accepted by us. We have the right to assign this contract to any assignee of our choosing. IF we accept late or partial payments or delay enforcing any of our rights under this agreement, we will not lose those rights. You may not assign the Agreement or any rights under this Agreement, and any attempt will be null and void. If more than one person signs this Agreement, each signer, will be jointly and severally liable to us for any indebtedness incurred under this Agreement. You acknowledge that the Seller is not our employee, but is an independent company. You understand we will ship the products upon acceptance of this Agreement, and that if the products are received in good condition, there is no return privilege. This Agreement constitutes the entire Agreement between the parties and shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, executors, administrators, successors and assigns. Any provision of this Agreement which is prohibited by law shall be automatically reformed to be in compliance therewith and shall be ineffective to the extent so prohibited without invalidating the remaining provisions of this Agreement.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER

CUSTOMER SERVICE: Kindly direct all inquires Worldwide Electronics & Comfort, Inc., 115 E. Stevens Ave, Lower Level Suite 014 Valhalla NY 10595 or call our Customer Service telephone number (914) 773-1940

“LIMITED WARRANTY”

1. The Seller warrants to the original purchaser shown on the face of this contract, that within 30 days from the date of receipt from you of a product sold by us we will replace the product free of charge if it is found to be below our usual standard or defective in workmanship or material, provided the product is returned to our plant postage prepaid within 90 days of receipt by the purchaser.
2. Any items returned under the terms of this warranty should be sent postage prepaid to: Customer Service, 115 E. Stevens Ave, Valhalla, NY 10595
3. **THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES: ANY IMPLIED WARRANTIES (INCLUDING WITHOUT LIMITATION AND IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) CREATED BY VIRTUE OF STATE LAW ARE LIMITED IN DURATION TO THE TERMS OF THIS WRITTEN WARRANTY. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES CAUSED BY DEFECTIVE MATERIAL OR WORKMANSHIP.**
4. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to you.
5. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

YOUR BILLING RIGHTS- KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify us in case of errors or questions about your bill

If you think your bills are wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at Worldwide Electronics & Comfort, Inc. 115 E. Stevens Ave, LL. Suite 014, Valhalla, NY 10595. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your account automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur

Your Rights And Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you that you have a question about your bill. And, we must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.