

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of <http://pabiodieselsupply.com/> (the "Site"). This Site is owned and operated by Michael Wheeler. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

### **Intellectual Property**

All content published and made available on our Site is the property of Michael Wheeler and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### **Sale of Goods**

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

- Waste oil centrifuge filtration kits.

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

**Third Party Goods and Services**

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

**Payments**

We accept the following payment methods on our Site:

- Credit Card;
- PayPal; and
- Debit.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

**Shipping and Delivery**

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Standard delivery is through USPS, UPS, and FedEx. Delivery may take between 5-7 business days..

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and statutory holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

If you purchase goods from us for delivery to a destination outside the United States your purchase may be subject to import duties and taxes applied by the destination country. You are

responsible for paying any such duties or taxes. Please contact your local customs office for more information before making a purchase. We are not responsible for the payment of any such duties or taxes and are not liable for any failure by you to pay them.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

## **Refunds**

### **Refunds for Goods**

Refund requests must be made within 30 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- Good is broken;
- Purchaser changed their mind; or
- Good does not meet the purchaser's expectations.

Refunds do not apply to the following goods:

- Electric motors, Variable Frequency Drives (VFDs), Electrical plugs, Controllers, Wiring harnesses, Power supplies, Switches and relays.

## **Returns**

Returns can be made by mail. To return a good by mail, follow the following procedure:

In order to return your item(s), please ship them back to the following address:

PA Biodiesel Supply  
409 10th Street SW  
Apt 303  
Watford City, ND  
58854

Please note that you will be responsible for covering the cost of shipping the item(s) back to us. The original cost of shipping to the recipient is not included in the refund. If a return shipping label is provided by us, the cost of that label will be deducted from the refund amount.

In addition, the credit card processing fee charged by the payment processor (such as PayPal or

Stripe) will also be deducted from the refund amount. This is a non-refundable fee charged by the payment service and is not retained by us.

Once we receive the returned item(s), we will process your refund within 3 to 5 business days.

Please make sure that the returned item(s) are in their original packaging and in the same condition as when they were received. If the product(s) have been damaged or used, we may not be able to process your refund.

### **Consumer Protection Law**

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

### **Limitation of Liability**

Michael Wheeler and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Michael Wheeler and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the laws of the State of North Dakota.

### **Additional Terms**

#### **• 1 Year Limited Warranty**

We provide a one (1) year limited warranty on our products, covering manufacturing defects in materials and workmanship from the date of purchase. This warranty applies only to the original purchaser and is non-transferable.

The warranty does not cover improper use, incorrect wiring, or any electrical items (including electric motors, Variable Frequency Drives (VFDs), plugs, controllers, wiring

harnesses, power supplies, switches, and relays) that have been opened, used, or tampered with. It also does not cover damage caused by improper installation, misuse, or modifications, normal wear and tear, or shipping costs for warranty returns.

If you believe your product is defective within the warranty period, please follow the return instructions.

The consumer is responsible for shipping the product to PA Biodiesel Supply for warranty inspection and for paying shipping costs for any replacement parts.

Upon inspection and verification of the defect, we will, at our discretion, repair or replace the item. PA Biodiesel Supply reserves the right to make a final decision based on the inspection of the returned part..

- **Ultimate Risk-Free Guarantee**

We offer a thirty (30) day satisfaction guarantee on the Ultimate Force Centrifuge. If you are not fully satisfied with your purchase, you may request a full refund of the purchase price, provided that you notify us within thirty (30) days from the date of receipt and return the centrifuge in accordance with our return instructions. To initiate a refund request, you must contact us by email or telephone and provide proof of purchase. The centrifuge must be returned to us within the thirty (30) day period. Upon our receipt of the returned item, we will issue a full refund of the purchase price to the original payment method. Shipping costs are non-refundable. This guarantee applies solely to the Ultimate Force Centrifuge and does not extend to any other products or accessories.

### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

(833) 370-7590

Accounts@Pabiodieselsupply.com

2702 E Fifth St # 874, Tyler Texas, 75701

You can also contact us through the feedback form available on our Site.

Effective Date: 8th day of August, 2025