**Returns and refunds**

**If you need to make a return, please review our return + refund policies below.**

**Please note**: We only accept returns for defective product within the manufacturer's warranty/expiration period, or within 90 days of order shipment, whichever is less. If you feel you qualify for a return, read the details below and email [orders@brocmarbbq.com](mailto:orders@brocmarbbq.com) Please include your first/last name and order # so we can better assist you.

**BINDING TERMS AND CONDITIONS OF SALE AND RETURN POLICY**

The following are the terms and conditions ("Terms and Conditions") for the sale of products ("Products") by brocmarbbq.com, an interactive online store operated by BMSH Foods, LLC., to its Customers ("Customers” or “Customer”).  These Terms and Conditions govern all transactions by and with the Customer.

**1. ACCEPTANCE AND CANCELLATION OF ORDERS**

All orders are subject to acceptance by BMSH Foods or a duly authorized agent of BMSH Foods and to completion of payment in full by the Customer.  Orders accepted by BMSH Foods may only be cancelled by the Customer pursuant to the [Cancellation Policy](https://m2.bigpoppasmokers.com/order-cancellation) on this Website.

**2. RETURNS**

The Customer must contact BMSH Foods/Brocmarbbq.com for a Return Authorization and Approval, and receive the approval from Brocmarbbq.com , prior to any Return.

Returns are accepted only for defective product, though returns may potentially be accepted for other reasons if agreed to by BMSH Foods/Brocmarbbq.com .To request a return, email orders@brocmarbbq.com to start the process.

Authorized Returns must be made within the manufacturer warranty period, or within a maximum 90 days from the date of shipment, whichever is less. If product is returned without an email confirming the Return Authorization from BMSH Foods/Brocmarbbq.com ,it will not be accepted and no refund will be issued.

If BMSH Foods/Brocmarbbq.com agrees to accept a return, return freight charges must be prepaid by Customer. Addressing/shipping instructions will be provided by BMSH Foods/Brocmarbbq.com at the time of issuance of a Return Authorization.

BMSH Foods/Brocmarbbq.com will not accept COD shipments.

Some products may require return directly to the manufacturer.

After the expiration of the manufacturer warranty period, or after 90 days from the date of shipment, whichever is less, the product cannot be returned to BMSH Foods/Brocmarbbq.com and no returns will be accepted. Thereafter, any defective product issues must be raised directly with the manufacturer under any applicable warranty, if any.

All returns must be in the original packaging and will not be accepted without original packaging.

**3. RESTOCKING FEE AND REFUND**

If BMSH Foods/Brocmarbbq.com agrees to a return or refund, and an item is returned to BMSH Foods's warehouse for a refund or credit, **you will be assessed a 10% restocking fee (ten percent of the purchase price) before credit or refund is issued.**

The 10% restocking fee will be deducted from the refund to the credit card provided during registration and/or checkout, or the fee will be deducted prior to issuing a credit or refund. Customer is also responsible for all shipping/delivery charges to return the order to the BMSH Foods's warehouse.

Refunds do not include any original shipping fees, and **will include the purchase price of the product only**.

Returned items must be in original, brand-new condition, showing no signs of wear or use or scrapes or damage to the item or its collateral materials.

Returned Items must also include all original packaging, manuals, warrantees and accessories. If the item is not returned in complete and new condition, your return may be rejected or will be subject to a return handling charge **in addition** to the 10% restocking fee.

Detailed additional return handling charges are described hereinbelow. Your refund will be processed upon evaluation of your returned item. Refunds are made for product value only, excluding shipping and handling charges.

**4. DETAILED RETURN HANDLING CHARGES**

If an item is returned damaged or missing collateral items or documentation, the return can be refused, or a handling charge in addition to the 10% restocking fee may be assessed per the following general guidelines.

Packaging damage: $25.00; Manual $10.00; missing or filled out and submitted warranty card $50.00; missing collateral items and other issues: per BMSH Foods/Brocmarbbq.com evaluation and discretion.

**5. PRICES**

Orders are filled at the prices in effect at the time of the order and acceptance. The online product pages reflect the latest pricing information available. Prices are subject to change without notice. Prices are subject to increase in the event of an increase in BMSH Foods's costs or other circumstances beyond BMSH Foods's reasonable control. Prices are exclusive of taxes, impositions and other charges, including sales, use, excise, value-added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, and document fees.

**6. TERMS OF PAYMENT**

All payments must be made in United States dollars, by credit card, Paypal. Credit cards accepted include MasterCard, VISA, Discover, and American Express. Credit Card billing information must be verified on new Customers prior to shipment of order.  Customer agrees to pay by credit card the entire net amount of each purchase from BMSH Foods at the time of placing the order, and the card will be charged and payment made and received at that time.  If Customer fails to make payment when due, or consideration fails at a later time, BMSH Foods may pursue any legal or equitable remedies, in which event BMSH Foods will be entitled to reimbursement of costs for collection and reasonable attorneys' fees.

**7. SALES TAX**

US Shipments

When required by law BMSH Foods will collect Federal, State and/or Local sale, use, excise, and other taxes that apply to a Customer's shipment. These taxes are in addition to the purchase price of the Products subject to an order. Customer will remit the correct tax unless Customer is tax exempt and BMSH Foods has a valid signed tax exemption certificate on file.

INTERNATIONAL Shipments

All applicable VAT, PST, HST, and/or GST charges along with brokerage fees will be the responsibility of the Customer and due at the time of delivery.

**8. DELIVERY AND TITLE**

All shipments by BMSH Foods are either from its facility or drop shipped direct from the manufacturer .  Shipping charges are to be paid by the Customer in advance, and at the time of placing the order.  Delivery of the Products to the carrier by BMSH Foods or the manufacturer will constitute delivery to Customer and title and risk of loss will pass to Customer. Customer acknowledges that estimated delivery dates provided by BMSH Foods, if any, are estimates only and that BMSH Foods will not be liable for failure to deliver on such dates. Selection of the carrier will be made by BMSH Foods . BMSH Foods reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle Customer to cancel any other installment(s). Delivery of any installment of Products within thirty (30) days after the date requested will constitute a timely delivery. Delivery of a quantity that varies from the quantity specified shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered.

**9. BMSH FOODS/BROCMARBBQ.COM ' LIMITED WARRANTY**

BMSH Foods agrees to transfer to Customer whatever transferable warranties BMSH Foods receives from the manufacturer of Products sold to Customer. BMSH Foods makes no other warranty, express or implied, with respect to the Products. IN PARTICULAR, BMSH FOODS MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.  BMSH Foods's liability arising out of any sale of products to Customer is expressly limited to either (1) Refund of the purchase price paid by Customer for such Products (without interest), or (2) Repair and/or replacement of such Products, at BMSH Foods's election, with such remedies exclusive and in lieu of all others. This warranty is in lieu of any and all other warranties, whether oral, written, expressed, implied or statutory. Implied warranties of fitness for a particular purpose and merchantability are specifically excluded and shall not apply. Customer's obligations and BMSH Foods's remedies with respect to defective or nonconforming products, are solely and exclusively as stated herein. Furthermore, no warranty will apply if the Product has been subject to misuse, neglect, accident, modification, sold to another party, or has been altered in any way.

**10. LIMITATION OF LIABILITIES**

IN NO EVENT SHALL BMSH FOODS BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE including, but not limited to, damages resulting from loss of profit or revenue, recall costs, claims for usage interruptions, installation or removal costs, costs of substitute products, property damage, personal injury, death or legal expenses. Customer's recovery from BMSH Foods for any claim shall not exceed the purchase price paid by Customer for the goods, irrespective of the nature of the claim, whether in warranty, contract or otherwise.

**9. PRODUCT SAFETY NOTICE**

BMSH Foods does not determine the specifications or conduct any performance or safety testing of any Products that it sells. Specification and instruction sheets provided to Customers are produced by the manufacturer.   BMSH Foods does not participate in any product safety engineering, product safety review or product safety testing.  BMSH Foods cannot provide any safety testing, safety evaluation or safety engineering services.

**11. STATEMENTS AND ADVICE**

If statements or advice, technical or otherwise, are offered or given to Customer, such statements or advice will be deemed to be given as an accommodation to Customer and without charge. BMSH Foods shall have no responsibility or liability for the content or use of such statements or advice. BMSH Foods Customer support is provided by telephone and, therefore, extremely limited in scope which prevents us from the direct participation in the design and use of any Customer products. We do not conduct product suitability studies or engineering or safety reviews of products that we sell.

**12. FORCE MAJEURE**

BMSH Foods will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. BMSH Foods's time for delivery or performance will be extended by the period of such delay or BMSH Foods may, at its option, cancel any order or remaining part thereof, without liability by giving notice to Customer.

**13. GENERAL**

The Terms and Conditions may not be modified or cancelled without BMSH Foods's written agreement. Accordingly, goods furnished by BMSH Foods are sold only on the Terms and Conditions stated herein. The sale of Products hereunder will be governed by the Terms and Conditions, notwithstanding contrary or additional terms and conditions in any order purchase order, planning schedule, acknowledgment, confirmation or any other form or document issued by either party affecting the purchase and/or sale of Products. Notwithstanding any terms and conditions on Customer's order, the Terms and Conditions on this Website control and all different or additional terms and conditions contained in any Customer Documents are hereby objected to by BMSH Foods. BMSH Foods's performance of any contract is expressly made conditional on Customer's agreement to BMSH Foods's Terms and Conditions of Sale, unless otherwise specifically agreed upon in writing by BMSH Foods. In the absence of such agreement, commencement of performance and/or delivery shall be for Customer's convenience only and shall not be deemed or construed to be acceptance of Customer's terms and conditions or any of them. If a contract is not earlier formed by mutual agreement in writing, acceptance by Customer of any goods or services shall be deemed acceptance by Customer of the terms and conditions stated herein. No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of BMSH Foods. The obligations, rights, terms and conditions hereof will be binding on the parties hereto and their respective successors and assigns. The waiver or breach of any term, condition or covenant hereof, or default under any provision hereof, will not be deemed to constitute a waiver of any other term, condition, or covenant contained herein, or of any subsequent breach or default of any kind or nature. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction, or affecting the validity or enforceability of such provision in any other jurisdiction. The Terms and Conditions will be governed by and construed in accordance with the laws of the state of Pennsylvania and the applicable laws of the United States.To request a return, email [orders@**brocmarbbq.com**](mailto:orders@brocmarbbq.com)to start the process.