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Data mining

The automated and/or systematic collection of data from this website is prohibited.

Permissions

You may request permission to use the copyright materials on this website by writing to pumps@heartlandpump.com or 1800 Supply Rd., Carterville, IL 62918.

Enforcement of copyright

Heartland Pump takes the protection of its copyright very seriously.

If Heartland Pump discovers that you have used its copyright materials in contravention of the license above, Heartland Pump may bring legal proceedings against you seeking monetary damages and an injunction to stop you using those materials. You could also be ordered to pay legal costs.

If you become aware of any use of Heartland Pump's copyright materials that contravenes or may contravene the license above, please report this by email to pumps@heartlandpump.com or by post to 1800 Supply Rd., Carterville, IL 62918.

Infringing material

If you become aware of any material on the website that you believe infringes your or any other person's copyright, please report this by email to pumps@heartlandpump.com or by post to 1800 Supply Rd., Carterville, IL 62918.

Privacy

Your privacy is important to Heartland Pump. This privacy statement provides information about the personal information that Heartland Pump collects, and the ways in which Heartland Pump uses that personal information.

Personal information collection

Heartland Pump may collect and use the following kinds of personal information:

- information about your use of this website;
- information that you provide for the purpose of registering with the website (including, but not limited to name, address, phone number and e-mail address);
- information about transactions carried out over this website (including, but not limited to name, address, phone number, e-mail address, credit card information);
- information that you provide for the purpose of subscribing to the website services (including, but not limited to name, address, phone number, e-mail address); and
- any other information that you send to Heartland Pump.

Using personal information

Heartland Pump may use your personal information to:

- administer this website;
- personalize the website for you;
- enable your access to and use of the website services;
- publish information about you on the website;
- send to you products that you purchase;
- supply to you services that you purchase;
- send you statements and invoices;
- collect payments from you; and
- send you marketing communications.

Where Heartland Pump discloses your personal information to its agents or sub-contractors for these purposes, the agent or sub-contractor in question will be obligated to use that personal information in accordance with the terms of this privacy statement.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, Heartland Pump may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

Securing your data

Heartland Pump will take reasonable technical and organizational precautions to prevent the loss, misuse or alteration of your personal information.

Heartland Pump will store all the personal information you provide on its secure servers.

Information relating to electronic transactions entered into via this website will be protected by encryption technology.

Cross-border data transfers

Information that Heartland Pump collects may be stored and processed in and transferred between any of the countries in which Heartland Pump operates to enable the use of the information in accordance with this privacy policy.

In addition, personal information that you submit for publication on the website will be published on the internet and may be available around the world.

You agree to such cross-border transfers of personal information.

Updating this statement

Heartland Pump may update this privacy policy by posting a new version on this website.

You should check this page occasionally to ensure you are familiar with any changes.

Last Updated: **May 9, 2011.**

Other websites

This website contains links to other websites. Heartland Pump is not responsible for the privacy policies or practices of any third party.

Contact Heartland Pump

If you have any questions about this privacy policy or Heartland Pump's treatment of your personal information, please write to:

email to pumps@heartlandpump.com or

by post to 1800 Supply Rd., Carterville, IL 62918.

Order Processing

Orders are generally processed and shipped within 48 hours of receiving the order. If your order is placed over the weekend, please allow an additional 24 hours. Due to possible complications with any order, we cannot guarantee that shipment will be made within this time frame.

Order Cancellation

Orders can be cancelled any time prior to the product being shipped. Once the product has been shipped we cannot cancel the order and the buyer shall be responsible for any costs incurred in the process of returning the product, if they choose to do so.

Shipping

We utilize UPS Ground for most of our shipping needs, unless the merchandise requires a truck freight line. In this case, we utilize several different options depending on where the merchandise is being shipped. Truck freight carriers do not require their drivers to unload their shipments, therefore you may need to request a "Lift Gate" service. This fee is charged by the freight line, is paid directly to the freight line at time of delivery, and is not included in any shipping charges applied by Heartland Pump.

We require a physical street, highway or road address to deliver your merchandise via UPS. We will not ship to PO Boxes, APO/FPO addresses or Route numbers.

We ship to the billing address of the purchasing credit card only. This is verified via AVS through our processor and the sale will be declined if the billing address of the purchasing credit card and the shipping address do not match. Customers can add verified alternate shipping addresses by contacting the issuer of their credit card.

Returns

We will accept any return within 30 days of receipt of your order, if certain conditions are met. The product(s) being returned must be unused, in the original condition, with the original packaging, accessories and paperwork. Some manufacturers offer a "Satisfaction Guaranteed" period and we will honor these manufactures return policies pertaining to said guarantees.

Buyer is responsible for any shipping fees associated with receiving or returning any product for any reason and no shipping fee will be refunded.

If you have a return, please e-mail, pumps@heartlandpump.com for a Return Goods Authorization number prior to returning any merchandise back to us. Please do not send any merchandise to the manufacturer unless instructed to do so by Heartland Pump or the manufacturer directly. Any product being shipped directly to the manufacturer shall be subject to that manufacturers return policies.

Merchandise purchased online may be returned to one of our stores. The same conditions mentioned above apply and you MUST present your receipt and purchasing credit card at the time of the return.

Disclaimer of Warranties and Limitation of Liability

No warranties

This website is provided “as is” without any representations or warranties, express or implied. Heartland Pump makes no representations or warranties in relation to this website or the information and materials provided on this website.

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- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. [If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.]

Limitations of liability

Heartland Pump will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Heartland Pump has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Heartland Pump’s liability in respect of any:

- death or personal injury caused by Heartland Pump's negligence;
- fraud or fraudulent misrepresentation on the part of Heartland Pump; or
- matter which it would be illegal or unlawful for Heartland Pump to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, Heartland Pump has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Heartland Pump's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Heartland Pump's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Heartland Pump.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.