



Return Policy / Shipping Policy / Website Terms and Conditions

Terms of Sale

Last Updated: 2/2/23

PLEASE READ THESE TERMS OF SALE CAREFULLY. BY PURCHASING ANY PRODUCTS PROVIDED BY ASSOCIATION OF PROFESSIONAL TRAINERS, INC., OR OUR SUBSIDIARIES OR AFFILIATED COMPANIES, YOU AGREE TO BE BOUND BY THESE TERMS OF SALE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF SALE, DO NOT MAKE ANY PURCHASES THROUGH OUR WEBSITE.

Association of Professional Trainers, Inc. and our subsidiaries and affiliated companies (collectively, "APT" or "we"), may make products available to you for purchase through our website (the "Site"). Your purchase of any products through the Site is governed by these Terms of Sale ("Terms of Sale") and our Site Terms ("Site Terms"), and are incorporated herein by reference. Terms with their initial letters capitalized and not otherwise defined in these Terms of Sale will have the meaning given to them in our Site Terms.

We reserve the right to change these Terms of Sale at any time and in our sole discretion. If we make any changes, we will provide you with notice, such as by sending an email, providing notice through the Site or updating the date at the top of these Terms of Sale. These changes will not apply to products you have already purchased, but your continued purchase of products through the Site will confirm your acceptance of such changes. We encourage you to frequently review these Terms of Sale prior to making any purchase through the Site to ensure you understand the terms and conditions that apply to your purchase of products through the Site. If you do not agree to the amended Terms of Sale, you must stop purchasing products through the Site.

If you have any questions regarding these Terms of Sale or purchases made through our Site, you can contact us by visiting www.aptaacademy.com/contact-us or email us at aptmowebite@gmail.com.

1. Returns and Exchanges

We accept returns within 30 days of the purchase date on new and unused, unaltered products in original packaging with all accompanying manuals, instructions and accessories. Clothing must be in new, unworn, unwashed condition with the tags still attached to be eligible for return. Your proof of purchase must accompany your return to be eligible for a refund and you are responsible for shipping charges back to APT.

For return authorization and instructions, please contact us at aptmowebite@gmail.com.

If a product is defective, we will accept it with a detailed explanation of the defect, subject to validation upon receipt. Please contact us at aptmowebste@gmail.com for instructions on how to proceed with returning a defective item for replacement.

2. Shipping

Please allow up to 12 business days for your item(s) to ship from our facility. You agree to pay all shipping charges shown to you at the time you place your order. We reserve the right to increase, decrease, add or eliminate these charges from time to time, and you agree to check all charges prior to placing an order. In general, we ship all products by economy ground delivery, which may be provided by any number of shipping service providers, unless otherwise indicated on the applicable product page or otherwise directed by you. Shipping and handling charges displayed during the checkout process may or may not reflect actual costs. All orders placed through the Site are shipment contracts, not destination contracts. Any shipping or delivery dates or times shown on the Site are estimates only and actual delivery dates and times may vary. We are not liable for any claims or damages resulting from any delays in your receipt of goods.

3. Payment; Credit for Refunds

Only valid credit cards and other payment methods acceptable to us may be used to purchase products through the Site, and all refunds will be credited to the same credit card or, in our discretion, other payment method. By submitting an order through the Site, you represent and warrant that you are authorized to use the designated credit card or other payment method and authorize us to charge that card or other payment method for the purchase amount of your order (including taxes, shipping, and any other amounts described on the Site). When you provide your payment information, you authorize us (or a third party service provider working on our behalf) to process and store your payment and other related information. If the credit card or other payment method you designate cannot be verified, is invalid or is not otherwise acceptable, we may suspend or cancel your order automatically at any time. You are responsible for resolving any problem we encounter in order to proceed with your order.

4. Pricing; Availability; Taxes

All prices are shown in U.S. dollars (except where otherwise noted) and taxes and shipping charges are additional. All items are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or any part of an order and to discontinue products without notice, even if you have already placed your order. A product appearing on the Site does not guarantee that product's stock or availability. In some cases, we may have to cancel a placed order when we determine a product is no longer available. All prices are subject to change without notice, and you agree that taxes may be adjusted from the amount shown on the payment checkout screens. Several factors may cause this adjustment, such as variances between processor programs and changes in tax rates.

You will be responsible for any applicable sales or use taxes, duties or other governmental taxes or fees payable in connection with your purchase. If you do not pay such taxes or fees in connection with a transaction, you will be responsible for such taxes or fees in the event that they are later determined to be payable. APT reserves the right to collect such taxes or other fees from you at any time.

5. Errors

We attempt to be as accurate as possible and to eliminate errors on the Site; however, we do not represent or warrant that any product, service, description, photograph, pricing or other information is accurate, complete, reliable, current or error-free. In the event of an error, whether on the Site, in an order confirmation, in processing an order, when delivering a product or service or otherwise, we reserve the right to correct such error and revise your order accordingly (including charging the correct price) or to cancel the order and refund any amount charged. Your sole remedy in the event of an error is to cancel your order and obtain a refund.

6. Complaints and Legal Notices

All complaints and legal notices should be mailed to Association of Professional Trainers, Inc., Attn: Customer Service, 251 Holly Lane, Galena, MO 65656. Email notices may be sent to aptmowebbsite@gmail.com.

7. Limited Warranty

APT products may be returned in accordance with our Return Policy ([see 1. Returns and Exchanges](#)). Certain manufacturers may offer a limited warranty on their products, and any such warranty is offered solely through the applicable manufacturer and not by APT. Any claim made for a breach of that warranty must be made through the manufacturer. ALL PRODUCTS MADE AVAILABLE THROUGH THE SITE ARE PROVIDED "AS IS" AND APT, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM THE USE OF PRODUCTS.

This warranty gives you specific legal rights, and you may have other rights, which vary from state to state. Some states do not allow us to disclaim certain warranties or to place limitations on how long an implied warranty lasts, so some or all of the limitations and disclaimers set forth in this section may not apply to you.

Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by APT.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL APT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL THE AGGREGATE LIABILITY OF APT, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OF SALE OR THE PURCHASE OR USE OF ANY PRODUCTS PURCHASED THROUGH THE SITE EXCEED THE PURCHASE PRICE OF THE PRODUCT OR SERVICE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

9. Arbitration

PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH APT AND IT LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF.

You and APT agree to arbitrate any dispute arising from these Terms of Sale or the sale and purchase of products from APT pertaining to “Dispute Resolution and Binding Arbitration”, except that you and APT are NOT required to arbitrate any dispute in which either party seeks equitable or other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. PLEASE READ THE TERMS OF SERVICE CAREFULLY, AS ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.

10. Severability

If any provision of these Terms of Sale shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Sale and shall not affect the validity and enforceability of any remaining provisions.

11. Privacy

We collect information you provide directly to us. For example, we collect information when you make a purchase, request customer support, or otherwise communicate with us. The types of information we may collect include your name, email address, postal address, phone number, fax number, credit card information and any other information you choose to provide.

When we say “Personal Information” we mean any information that identifies an individual, such as (but not limited to) an individual’s name, email address, postal address, and phone number. Any information that does not, on its own, identify an individual person is considered and treated as non-personal information. When non-personal information is combined with other information so that it does identify an individual, this information is treated as Personal Information.

APT does not and will not sell your personal information.