Terms and Conditions of Sale

American Cable & Rigging Online Store | store.americancablerigging.com

Effective date: September 8, 2026

Thank you for shopping with American Cable & Rigging. These Terms and Conditions ("Terms") govern your use of our online store and every purchase you make through it. Please read them carefully before placing an order. By using the store or submitting an order, you agree to these Terms. If you have any questions, call us at (828) 654-8000 or email scottbaker@acrigging.com and we will be glad to help.

1. Who We Are

American Cable & Rigging is a supplier of wire rope, cable, rigging hardware, chain, web slings, synthetic straps, cable rail components and related accessories. Our business is located at 34 Sterling Place, Mills River, NC 28759. Our online store is operated at store.americancablerigging.com. References to "we," "us" and "our" in these Terms mean American Cable & Rigging; "you" and "your" mean the person or business placing an order.

2. Agreement to These Terms

These Terms form a binding agreement between you and us. They apply to all orders placed through the online store, by phone, by email or in person for products listed in the store. Any additional or different terms contained in your purchase order or other documents are rejected and will not apply unless we agree to them in writing. We may update these Terms from time to time; the version posted on the store at the time you place an order is the version that applies to that order.

You must be at least 18 years old and able to form a legally binding contract to purchase from the store. If you are ordering on behalf of a business, you represent that you are authorized to bind that business to these Terms.

3. Products, Descriptions and Pricing

We work hard to describe our products accurately, including material, construction, finish, dimensions and rated capacity. Photographs and drawings are provided for reference and may not show every detail, finish or exact color of the item you receive. Where a product page lists a Working Load Limit (WLL), breaking strength, grade or standard, that information is supplied by the manufacturer or determined by standard industry methods and applies only when the product is new, undamaged and used as intended.

All prices are in U.S. dollars and exclude shipping, handling and applicable sales tax unless stated otherwise. Prices and availability can change without notice. If we discover a pricing or description error on an item you have ordered, we will contact you before shipping so you can confirm the order at the correct price or cancel it for a full refund. Sales tax is collected where required by law. If you are tax-exempt, send us a valid exemption certificate before placing your order.

4. Made-to-Order and Custom-Fabricated Products

Many of our most popular products are built for you after your order is received. This includes items such as wire rope slings and chokers cut to length with swaged or spliced ends, chain slings assembled to a specified reach and configuration, web slings and straps in non-stock lengths or widths, cable rail assemblies and any product that is cut, fabricated, assembled or finished to the dimensions, capacity or options you select. We call these **Made-to-Order Products**. They are identified as made-to-order on the product page, and the online store also notes that some items are produced as orders are received and are not in immediate stock.

How made-to-order items work

- **Lead time.** Because these items are produced on demand, they ship after fabrication is complete. The estimated production time is shown on the product page or in your order confirmation. Estimates are our best good-faith projection and are not guaranteed delivery dates.
- **Your specifications.** You are responsible for the accuracy of the lengths, diameters, capacities, end fittings, configurations and other options you select. If anything is unclear, contact us before ordering and we will help you confirm the right specification for your application.
- **Our commitment.** We build every Made-to-Order Product to the specifications in your order and inspect it before it ships. If an item arrives defective, damaged in transit or not built to what you ordered, we will repair, remake or refund it at no cost to you as described in Section 8.
- **Changing or cancelling.** You may change or cancel a made-to-order item at no charge at any time before production begins. Once material has been cut or assembly has started, the item has been built specifically for you and can no longer be cancelled or returned for a refund, except as provided in Section 8.

Made-to-Order Products are eligible for return, replacement or refund when they are defective, damaged in shipping or do not match the specifications on your order. Because each one is produced to your individual specifications and cannot be resold, Made-to-Order Products that are built correctly are not eligible for change-of-mind returns or exchanges. This is the only difference between our policy for Made-to-Order Products and our policy for stock items.

5. Orders, Acceptance and Payment

Placing an order is an offer to purchase. We will send an order confirmation by email, but an order is not accepted until we process payment and either ship the item or, for Made-to-Order Products, begin production. We may decline or cancel any order for reasons including suspected fraud, product unavailability, pricing errors or an application that appears unsafe or outside the product's rating. If we cancel an order you have already paid for, we will refund the full amount to your original payment method.

We accept the payment methods displayed at checkout. Payment is due in full when you place your order. Your card issuer or payment provider may place a temporary authorization hold at the time of order. Business customers who have an approved open account with us may be invoiced under separate written credit terms.

6. Shipping and Delivery

We ship within the United States from our facility in Mills River, North Carolina. Shipping charges are calculated at checkout based on the weight, dimensions and destination of your order. Wire rope, chain and rigging hardware are heavy, and long or bulky items such as reels, large slings and cable assemblies may need to ship by LTL freight rather than parcel carrier. If freight is required and the checkout estimate does not cover it, we will contact you with the actual charge for your approval before shipping.

Stock items usually leave our facility within 1 to 3 business days after payment. Made-to-Order Products ship after fabrication is complete. Transit times shown at checkout are carrier estimates. Title and risk of loss pass to you when the carrier picks up your order; however, if a shipment arrives damaged or short, tell us within 5 business days of delivery and we will file the carrier claim and make it right by replacement or refund. Please note any visible damage on the carrier's delivery receipt and keep all packaging until the issue is resolved.

You are responsible for providing a complete and accurate shipping address and for receiving freight shipments, including any liftgate, residential delivery or redelivery fees charged by the carrier because of conditions at the delivery site.

7. Local Pickup

You may choose local pickup at 34 Sterling Place, Mills River, NC 28759 at no charge. Because some items are made to order and are not in immediate stock, please email or call us at (828) 654-8000 to confirm when your order will be ready. Our pickup hours are Monday through Friday, 8:00 AM to 12:00 PM and 12:30 PM to 4:30 PM, excluding holidays. Orders not picked up within 30 days of the ready notice may be cancelled and refunded, less any applicable restocking fee for stock items; Made-to-Order Products will be held for an additional 30 days and we will contact you before taking any further action.

8. Returns, Exchanges and Refunds

We want you to be satisfied with your purchase. This section explains how returns work for stock items, for Made-to-Order Products and for anything that arrives damaged, defective or incorrect. A summary appears in the table below, followed by the full terms.

Item type	Return window	Accepted for	Condition required	Return shipping / fees	Refund
Stock items	30 days from delivery	Any reason, including change of mind; exchanges accepted	Unused, uncut, unmodified and never placed under load; original packaging, tags and certifications included	Customer pays return shipping; 15% restocking fee on cut-to-length rope, cable and chain, none on hardware	Original payment method within 10 business days after we receive and inspect the item
Made-to-Order Products	30 days from delivery	Defective, damaged in transit or not built to the specifications on your order; no change-of-mind returns	Unused and in the condition received	We provide a prepaid label or arrange freight; no fees	Repair, remake or full refund to original payment method, your choice, within 10 business days
Damaged, defective or wrong item (any type)	Report within 5 business days of delivery; return within 30 days	Shipping damage, manufacturing defect or our shipping error	Unused; keep all packaging	We pay all return shipping; no fees	Replacement or full refund including original shipping

8.1 Stock items

Items shipped from our regular inventory may be returned for any reason within 30 days of the delivery date. To qualify, the item must be unused, uncut and unmodified, must never have been placed under load, and must be returned in its original packaging with all tags, labels, and test or mill certifications that came with it. We also accept exchanges for a different size, length or configuration under the same conditions. Return shipping for change-of-mind returns is at your expense; if you prefer, we can supply a prepaid label and deduct the actual carrier cost from your refund. Wire rope, cable and chain that we cut from a reel or drum to a stock length is subject to a 15% restocking fee. Rigging hardware such as shackles, hooks, turnbuckles, blocks, clamps, fittings and binders that is returned in new, resalable condition carries no restocking fee.

8.2 Made-to-Order Products

Made-to-Order Products may be returned within 30 days of delivery if they are defective, were damaged in transit or were not built to the specifications on your order. In those cases we cover all return shipping and, at your choice, will repair the item, remake it or refund the full purchase price including original shipping. Because Made-to-Order Products are fabricated to your individual specifications, correctly built items are not eligible for return, exchange or refund if you change your mind, ordered the wrong specification or no longer need the item. If you are unsure of a specification, contact us before ordering; we are always happy to confirm it with you. Nothing in this section limits your rights under Section 8.3.

8.3 Damaged, defective or incorrect items

If anything you receive is damaged, defective or not what you ordered, contact us within 5 business days of delivery with your order number and photos of the item and packaging. We will send a prepaid return label or arrange freight pickup at our expense and ship a replacement or issue a full refund, including original shipping charges, as you prefer. Any product found to have a manufacturing defect after this period remains covered by the applicable manufacturer's warranty described in Section 10, and we will assist you with that claim.

8.4 Items that cannot be returned for safety reasons

Lifting and rigging products are safety-critical. Regardless of item type, we cannot accept the return of any product that has been used, placed under load, cut, spliced, welded, heat-treated, painted, modified or exposed to chemicals, because it can no longer be certified for resale. Items returned in this condition will be sent back to you at your expense or, at your request, disposed of. This does not affect your rights for defective items under Section 8.3 or Section 10.

8.5 How to start a return

- Contact us at (828) 654-8000 or scottbaker@acrigging.com with your order number, the item(s) you wish to return and the reason. We will issue a Return Authorization (RA) number within 2 business days.
- Pack the item securely in its original packaging with all documentation and write the RA number on the outside of the package. Returns without an RA number may be delayed.
- Ship the package to American Cable & Rigging, Attn: Returns, 34 Sterling Place, Mills River, NC 28759, or use the prepaid label or freight pickup we provide. You may also return items in person during business hours.
- Once we receive and inspect the item, we will process your refund, exchange or replacement within 10 business days. Refunds are issued to the original payment method; your bank or card issuer may take additional time to post the credit.

9. Order Cancellations

You may cancel a stock item at any time before it ships for a full refund. You may cancel a Made-to-Order Product at any time before production begins for a full refund; once material has been cut or assembly has started, the order can no longer be cancelled, and the return rules in Section 8.2 apply. To cancel, call or email us as soon as possible with your order number. We will confirm the cancellation and the refund amount by email.

10. Warranties

Products we sell are covered by the warranty, if any, offered by their manufacturer, and we will pass through and help you pursue any manufacturer warranty claim. Products that we fabricate or assemble, including wire rope slings, chain slings, web slings and cable assemblies, are warranted to be free from defects in materials and workmanship and to conform to the specifications on your order at the time of delivery. Your exclusive remedy under this warranty is repair, replacement or refund of the purchase price, at our option after we inspect the item.

Rigging products are consumable, wear items whose service life depends on how they are used, inspected and maintained. Our warranty does not cover normal wear, abrasion, corrosion, cutting, kinking, overloading, shock loading, improper storage, modification, use outside the published Working Load Limit or use contrary to the manufacturer's instructions or applicable standards.

EXCEPT AS EXPRESSLY STATED IN THESE TERMS, AND TO THE FULLEST EXTENT PERMITTED BY LAW, ALL PRODUCTS ARE PROVIDED WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow limitations on implied warranties, so some of the above limitations may not apply to you.

11. Product Safety and Proper Use

Wire rope, cable, chain, slings, straps, hooks, shackles and related hardware can cause serious injury, death or property damage if selected, installed, inspected or used improperly. By purchasing from us you acknowledge and agree that:

- You, and not we, are responsible for determining whether a product is suitable for your specific application, including load, angle, environment, attachment method and any applicable regulations.
- You will not exceed the published Working Load Limit or rated capacity of any product and will apply appropriate design factors for your application.
- Products will be used, inspected, maintained and removed from service by trained and competent persons in accordance with the manufacturer's instructions and applicable standards and regulations, including those of OSHA and the ASME B30 series where they apply.
- Our products are not intended for lifting or supporting people, for use as personal fall protection, or for overhead lifting unless the specific product is rated and labeled for that purpose.
- Any advice, sizing help or recommendation we provide is offered in good faith based on the information you give us; final selection and use remain your responsibility.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY TO YOU FOR ANY CLAIM ARISING OUT OF OR RELATING TO AN ORDER, A PRODUCT OR THESE TERMS WILL NOT EXCEED THE AMOUNT YOU PAID FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM. WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DOWNTIME, LOSS OF USE OR COST OF SUBSTITUTE GOODS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. These limitations do not apply to liability that cannot be limited under applicable law, including liability for personal injury caused by our negligence where such limitation is prohibited.

13. Indemnification

You agree to defend, indemnify and hold harmless American Cable & Rigging and its owners, employees and agents from any claims, damages, losses and expenses, including reasonable attorneys' fees, arising from your misuse of a product, your failure to follow product instructions, warnings or applicable standards, any modification of a product after delivery, or your breach of these Terms.

14. Use of the Online Store

You may use the store only for lawful purposes and only to browse and purchase products. You agree not to interfere with the store's operation, attempt to gain unauthorized access to any system or data, use automated tools to extract content or pricing, or submit false or misleading information. If you create an account, you are responsible for keeping your login credentials confidential and for all activity under your account.

All content on the store, including text, product descriptions, photographs, drawings, logos and the store's design, is owned by or licensed to American Cable & Rigging and is protected by copyright and trademark law. You may not copy, reproduce or distribute store content without our written permission, other than printing pages for your personal purchasing records. The store may contain links to third-party websites, including carriers, payment processors and manufacturers; we are not responsible for their content or practices.

15. Privacy

We collect and use the personal information you provide, such as your name, address, email, phone number and payment details, to process and ship your orders, communicate with you about them and provide customer service. Payment card details are handled by our payment processor and are not stored on our servers. We do not sell your personal information. For more detail, see the Privacy Policy posted on the store, which forms part of these Terms.

16. Governing Law and Disputes

These Terms and any order placed under them are governed by the laws of the State of North Carolina, without regard to its conflict-of-law rules, and by the Uniform Commercial Code as adopted in North Carolina. If a dispute arises, please contact us first; most concerns can be resolved quickly and informally. Any dispute that cannot be resolved informally will be brought exclusively in the state or federal courts serving Henderson County, North Carolina, and you consent to the jurisdiction of those courts. Nothing in this section prevents either party from seeking relief in small claims court or limits any non-waivable consumer rights you may have under the law of your state of residence.

17. General Provisions

- **Force majeure.** We are not responsible for delays or failures caused by events beyond our reasonable control, including material shortages, supplier delays, carrier disruptions, severe weather, labor disputes or government action. We will notify you of any significant delay and you may cancel any affected order that has not yet shipped or entered production for a full refund.
- **Severability.** If any part of these Terms is found unenforceable, the remainder will continue in full effect.
- **No waiver.** Our failure to enforce any provision is not a waiver of our right to enforce it later.
- **Assignment.** You may not assign your rights under these Terms without our written consent.
- **Entire agreement.** These Terms, together with our Privacy Policy and your order confirmation, are the entire agreement between you and us regarding your purchase and supersede any prior communications.
- **Changes.** We may revise these Terms by posting an updated version on the store with a new effective date. Changes apply to orders placed after the effective date.

18. Contact Us

American Cable & Rigging
34 Sterling Place, Mills River, NC 28759
Phone and text: (828) 654-8000 | Fax: (828) 654-8010
Email: scottbaker@acrigging.com
Hours: Monday through Friday, 8:00 AM to 12:00 PM and 12:30 PM to 4:30 PM (Eastern), closed Saturday and Sunday
Online store: store.americancablerigging.com