

TERMS AND CONDITIONS OF SALE

Nyxia Solutions LLC dba ORNIX | Effective Date: October 4, 2026

These Terms and Conditions of Sale ("Terms") govern use of the ORNIX website and purchases made from Nyxia Solutions LLC, doing business as ORNIX ("ORNIX," "we," "us," or "our"). Please review these Terms before submitting an order.

1. Agreement to These Terms

By submitting an order or continuing from the ORNIX shopping cart to Square checkout, you agree to the provisions of these Terms that apply to purchases. Your use of the website is also subject to the website-use provisions below. If you do not agree, do not submit an order.

Purchases must be completed by an adult who has authority to use the selected payment method. These Terms work together with the ORNIX Privacy Policy, Return and Shipping provisions below, and any product-specific written warranty or instructions made available before purchase.

2. Products and 3D-Printed Characteristics

ORNIX makes reasonable efforts to provide accurate product names, descriptions, dimensions, photographs, fitment information, warnings, prices, and availability. Screen settings and production batches can cause colors to appear different from the product received.

Many ORNIX products are manufactured using additive manufacturing. Minor layer lines, seams, support-contact marks, texture differences, and reasonable color variation are normal characteristics of 3D-printed products and are not defects when they do not materially impair the product's represented function or safe use.

Customers are responsible for selecting the correct product, variation, size, color, and fitment. When a product is identified as compatible with a third-party product, that name is used only to describe compatibility and does not imply sponsorship, affiliation, or endorsement unless ORNIX expressly states otherwise.

3. Prices, Discounts, and Taxes

Prices are stated in U.S. dollars and may change prospectively. Applicable taxes and shipping charges are shown during checkout. Discounts, tier pricing, bundles, promotional offers, and coupon codes do not combine unless the applicable offer expressly says they do.

If a listing contains a material pricing, description, inventory, or technical error, ORNIX may correct the error before accepting the order. If payment has already been collected for an order ORNIX cannot accept, ORNIX will cancel the affected item or order and issue a refund to the original payment method.

4. Orders and Payment Through Square

The ORNIX website allows customers to build a cart and then redirects them to Square to provide checkout, shipping, billing, and payment information. Square processes payment information under its own terms and privacy practices. ORNIX does not store complete credit- or debit-card numbers on the ORNIX website.

An automated order confirmation acknowledges receipt of the order; it does not prevent ORNIX from cancelling an order because of unavailable inventory, an obvious pricing or catalog error, suspected fraud, an undeliverable address, or a technical failure. Any amount collected for a cancelled item will be returned to the original payment method.

5. Order Cancellations

A customer may request cancellation within 24 hours after placing an order by contacting ORNIX at ornixbynyxia@gmail.com. ORNIX will honor a timely cancellation request when the order has not already shipped and, for a customized or made-to-order item, production has not already begun.

Because orders may be processed promptly, cancellation is not guaranteed merely because the request was submitted within 24 hours. If an order can no longer be cancelled, the standard return rules apply if the product is return-eligible. This section does not limit cancellation or refund rights required by law.

6. U.S.-Only Shipping and Processing

ORNIX currently accepts and ships website orders only within the United States. International shipping is not available at this time.

Our normal target is to process in-stock orders within 1 to 3 business days after payment is confirmed. Business days exclude weekends and federal holidays. Processing time is the time before carrier acceptance and is separate from the carrier's estimated transit time. Delivery dates are estimates unless ORNIX expressly promises a guaranteed date.

Customers are responsible for supplying a complete and accurate delivery address. Contact ORNIX promptly if an address correction is needed. ORNIX cannot guarantee correction after an order has entered fulfillment or shipment, and additional carrier or reshipment charges caused by a customer-supplied address error may be the customer's responsibility.

If ORNIX cannot ship within the time promised, ORNIX will provide any delay notice, cancellation opportunity, and refund required by applicable law. ORNIX is not responsible for carrier delays outside its reasonable control, but will provide reasonable assistance with a documented lost or damaged shipment.

7. Returns

Except for the exclusions below, a customer may request a return within 14 calendar days after delivery. Contact ornixbynyxia@gmail.com before sending the product. Unauthorized returns may delay processing.

- The product must be unused, uninstalled, and in its original condition.
- The product must be returned with its original packaging and proof of purchase.
- The customer is responsible for return postage for a discretionary return, such as a change of mind or an incorrectly selected product.
- ORNIX does not charge a separate restocking fee under this standard policy.
- Original shipping charges are not refundable for a discretionary return, except where required by law.

Customized or personalized products, products that have been used or installed, and products clearly marked clearance or final sale are not returnable for a discretionary reason. Those exclusions do not apply when ORNIX shipped the wrong product, the product arrived damaged, or the product has a qualifying defect or other return right that cannot lawfully be excluded.

ORNIX will inspect an authorized return. An approved refund will be issued to the original payment method, ordinarily within 5 to 10 business days after inspection. The customer's bank or payment provider may require additional time to post the credit.

8. Damaged, Incorrect, or Defective Products

Contact ORNIX promptly after discovering shipping damage, an incorrect product, or a suspected defect. Include the order information and reasonable photographs when available. Prompt notice helps ORNIX preserve carrier claims, but it does not eliminate rights that cannot lawfully be waived.

When ORNIX confirms that it shipped an incorrect product or that the product arrived damaged, ORNIX will provide appropriate return instructions and will not require the customer to pay return shipping. Product-specific warranty claims are governed by the applicable written warranty. BASEFORT products are covered only as stated in the separately published 90-Day Limited Warranty made available with the applicable product listing.

9. Product Instructions, Safety, and Intended Use

Customers must follow all product instructions, fitment information, warnings, age guidance, care directions, and intended-use limitations. Children must be supervised as stated in the applicable product guidance, and products carrying a small-parts warning must be kept away from children below the stated age.

A product should not be used if it is damaged, incorrectly fitted, materially altered, or missing required retention or safety components. Nothing in these Terms eliminates ORNIX's responsibility for a dangerously defective product or limits a right or remedy that cannot lawfully be limited.

10. Website Content and Intellectual Property

The ORNIX name, BALAMOR branding, BASEFORT branding, product designs, original photographs, illustrations, graphics, text, and other original website content are owned by or licensed to ORNIX and may be protected by intellectual-property law. Website access does not grant permission to copy, manufacture, reproduce, distribute, or commercially exploit that content.

Third-party trademarks and product names remain the property of their respective owners. Their appearance for truthful compatibility or identification purposes does not transfer ownership or imply affiliation.

11. Customer Submissions

A customer who sends ORNIX a photograph, video, review, or other material represents that the customer has the right to provide it. ORNIX may use material submitted with a support, fitment, return, safety, or warranty request to evaluate and administer that request. ORNIX will obtain separate permission before using customer-submitted material in public advertising unless the customer submitted it through a feature that clearly disclosed public use.

12. Prohibited Use

You may not use the website to commit fraud, submit false information, interfere with website or checkout operation, introduce malicious code, impersonate another person, infringe intellectual-property rights, or engage in unlawful activity.

13. Website Availability and Third-Party Services

ORNIX may maintain, update, suspend, or discontinue website features. The website may occasionally contain interruptions or technical errors. Links to Square, carriers, social-media platforms, or other third-party services are provided for convenience; those services operate under their own terms and privacy policies.

14. Warranties and Limitation of Liability

Any written product warranty applies according to its own terms. These Terms do not replace or reduce the BASEFORT 90-Day Limited Warranty or any express warranty created by an accurate product description. Implied warranties and other consumer rights apply to the extent required by applicable law.

To the extent permitted by law, ORNIX is not liable for indirect, incidental, special, or consequential losses arising solely from website interruption, loss of website data, or misuse of the website. This limitation does not apply to personal injury, physical property damage caused by a defective product, fraud, willful misconduct, obligations under an applicable written warranty, or any liability or remedy that cannot lawfully be limited or excluded.

15. Governing Law

These Terms are governed by the laws of the State of Utah, without regard to conflict-of-law rules, except to the extent the mandatory consumer law of another jurisdiction applies. Nothing in these Terms prevents a consumer from using a court or remedy available under applicable law.

16. Severability and No Waiver

If a provision of these Terms is found unenforceable, it will be enforced to the maximum lawful extent or severed, and the remaining provisions will continue in effect. ORNIX's decision not to enforce a provision on one occasion is not a waiver of that provision on another occasion.

17. Changes to These Terms

ORNIX may update these Terms prospectively when its products, website, service providers, or business practices change. The updated version will be posted with a revised effective date. The terms presented in connection with a completed purchase will continue to govern that purchase unless a later change is required by law or is more favorable to the customer.

18. Contact ORNIX

Questions, cancellation requests, return requests, and order-support inquiries may be sent to:

Nyxia Solutions LLC dba ORNIX
Utah, United States
Email: ornixbynyxia@gmail.com

For website placement, link these Terms, the Privacy Policy, and applicable return/warranty information conspicuously before the customer continues to Square checkout.