

## **Transaction Terms (these “Terms”)**

**ALL SALES ARE FINAL. NO RETURNS. NO EXCHANGES**

### **LEGAL DISCLAIMER**

**All PPE offered on this Site are for personal, construction and industrial usage. They are not marketed to or intended for the medical supply chain or any medical purpose.**

If you wish to purchase any product made available through the Site (each such purchase, a "Transaction"), you may be asked to supply certain information relevant to your Transaction including, without limitation, information about your method of payment (such as your payment card number and expiration date), your billing address, and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY PAYMENT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to Southeastern Printing Company, Inc. (“SEP”) the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

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It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any item purchased from this Site. By placing an order, you represent that the products ordered will be used only in a lawful manner. SEP reserves the right, with or without prior notice, to do any one or more of the following: (i) limit the available quantity of or discontinue any product; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion; (iii) bar any user from making or completing any or all Transaction(s); and (iv) refuse to provide any user with any product. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

SEP or our agents may call or text by telephone regarding your account or your Transactions. You agree that we may place such calls or texts using an automatic dialing/announcing device. You agree that we may make such calls or texts to a mobile telephone or other similar device. You agree that we may, for training purposes or to evaluate the quality of our service, listen to and record phone conversations you have with us.

### **Limitations on Quantity**

SEP reserves the right to limit quantities on orders placed by the same account, on orders placed by the same method of payment, and on orders that use the same billing or shipping address. We will notify you if such limits are applied. SEP reserves the right to prohibit purchases of any merchandise to resellers. Resellers are defined as a company or an individual that purchases goods with the intention of selling them rather than using them.

### **Colors**

SEP strives to display as accurately as possible the colors of the products shown on the Site; however, SEP cannot and does not guarantee that your monitor's display of any color will be accurate.

### **Availability, Errors & Inaccuracies**

If an item is out of stock, SEP, may, in its sole discretion and at no extra cost to you, substitute another item for the out-of-stock item if SEP, in its sole discretion, determines that the identical brand and product is available in a form that is of equal or greater value, for example, larger quantity, packaged with a trial sample, or with updated product packaging.

SEP's acknowledgement of an order means that your order request has been received; it does not mean that your order has been accepted or shipped or that the price or availability of an item has been confirmed. SEP makes a conscientious effort to describe and display its products and services accurately on the Site. Despite these efforts, a small number of items on the Site may be mispriced, described inaccurately or unavailable, and we may experience delays in updating information on the Site and in our advertising on other sites. As a result, we cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability and services. SEP reserves the right to change or update information and to correct errors, inaccuracies or omissions at any time without prior notice. We apologize for any inconvenience. If we determine that there were inaccuracies in our product information, we will cancel your order and notify you of such cancellation via email.

### **Risk of Loss**

Except as otherwise set forth in these Terms, the risk of loss for and title to products purchased on the Site passes to the purchaser upon delivery to the carrier.

### **Disclaimers of Warranties**

SEP cannot and does not represent or warrant that the Site or its server will be error-free, uninterrupted, free from unauthorized access (including third-party hackers or denial of service attacks), or otherwise meet your requirements.

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On the Site, we may display names, marks, products, advertisements, s of third parties, pop-up texts, or links to third-party sites. If you decide to link to any such third-party sites, you do so entirely at your own risk.

### **Jurisdictional Issues**

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### **Limitation of Liability**

EACH PROVISION OF THESE TERMS & CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS BETWEEN YOU AND SEP. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND SEP. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE(S).

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (OR SHALL SEP BE LIABLE TO YOU, ANY PURCHASER OR ANY USER OF THE GOODS AND PRODUCTS PURCHASED ON THIS SITE) FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR CONTINGENT DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, INJURIES TO PROPERTY, LOSS OF USE OF ANY OF GOODS, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH A LOSS, OR WHETHER THE CLAIM IS FOR BREACH OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE. THE ESSENTIAL PURPOSE OF THIS SECTION IS TO LIMIT THE POTENTIAL LIABILITY OF

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### **Indemnification & Defense**

As a condition of the use of the Site, you agree to defend, indemnify and hold harmless SEP and its respective employees, directors, officers, agents, vendors and suppliers from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to Claims alleging facts that if true would constitute a breach by you of these Terms.

### **Governing Law**

All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

### **Submission to Jurisdiction**

The parties acknowledge that a substantial portion of the negotiations and anticipated performance of these Terms occurred or will occur in Miami-Dade County, Florida. Any civil action or legal proceeding arising out of or relating to these Terms will be brought exclusively in the state or federal courts of record in Miami-Dade County, Florida. Each Party consents to the jurisdiction of such Florida court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such Florida court. Service of any court paper may be delivered to such Party by mail, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

### **Entire Agreement**

These Terms comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral with respect to the purchase and sale of the Goods. These Terms prevail over any of SEP's general terms and conditions of sale regardless whether or when SEP has submitted its sales confirmation or such terms, and Seller waives any right that it otherwise may have relied on such terms and conditions. Notwithstanding anything in any other written or oral agreement between Seller and Customer or their respective affiliates, these Terms prevail with respect to the products and are the only terms and conditions governing this transaction. Without limiting the foregoing, any bid request by you or bid response by SEP, any

Purchase Order and any written document or oral communications will not form part of these Terms. These Terms expressly limits SEP's acceptance to the terms of these Terms.