



e9 Treatments, Inc. Terms and Conditions

General Terms and Conditions of Sale

These general terms and conditions of sale are effective at the time of publication and are subject to change at any time and apply exclusively to purchases of e9 Treatments, Inc. branded products and related services acquired directly from e9 Treatments. Purchases from appointed distributors or other independent resellers are subject to terms and conditions of sales of such distributor or reseller and are not binding upon e9 Treatments unless expressly agreed to in writing by e9 Treatments. Buyer's receipt or acceptance of delivery with regard to any products constitutes acceptance of these terms and conditions.

Payment Terms

Payment terms are pre-pay prior to shipment unless other payment terms have been established. Credit card transactions, when permitted may be subject to additional fees and subject to validation. In the event credit terms are offered, payment terms are net thirty (30) days from date of invoice with ongoing approved credit as determined by Seller. Seller reserves the right to render invoices electronically and to receive payment by way of electronic funds transfer. Interest charges will be added to overdue invoices at the rate of 1.5% per month (subject to any limit imposed by applicable law).

Delivery Terms

Title transfers to Buyer upon the earlier of Seller's delivery to Buyer or receipt by the first carrier for transport to Buyer, except title to intellectual property rights associated with all Products remain with Seller or its suppliers and licensors. Products shipped by Buyer to third parties must adhere to all appropriate shipping restrictions and requirements as it relates to product material type and quantity. Buyer holds Seller harmless and releases all claims against Seller for late delivery. Prepaid shipping may be itemized on invoice.

Restriction of Use

Buyer shall not reverse engineer, disassemble, or make any other attempt to ascertain the composition or the properties and characteristics of any e9 Treatments product, unless authorized in writing by e9 Treatments. If authorized by e9 Treatments, any information derived shall be considered confidential. Buyer shall not incorporate such information into any patent application or other intellectual property instrument.

Limited Warranty

- a. Services: Seller warrants that products comprised solely of services, e.g. training, on-site cleaning and treatment application and custom application services, will be performed by appropriately skilled personnel employed or retained by Seller.

- b. Material Application Limited Warranty Defects:
 1. Seller guarantees that approved substrates that have been cleaned and treated with its e9 Treatments products will be more repellent than approved untreated substrates, assuming the product is being used as fully instructed and for items that the e9 Treatments product has been approved to work on.
 2. If Buyer or third parties have modified the product composition, substrate composition or otherwise tampered with the product, cleaning or treatment processes then no claims for material defects or their consequences shall be permissible.

The foregoing are the exclusive remedies for all breaches of warranty and contracts.

- a. Warranty Limitations: THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OR MERCHANTABILITY FOR A PARTICULAR USE, PERFORMANCE OR APPLICATION WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. RIGHTS UNDER THE ABOVE WARRANTIES, SUBJECT TO NOTED LIMITATIONS, EXTEND TO BUYERS CUSTOMERS IF BUYER IS A SELLER-APPOINTED DISTRIBUTOR FOR THE PRODUCTS.
- b. Seller accepts no liability, guarantees or warranties associated with original manufacturer warranties or product performance.

Disclaimer and Limitation of Liability

SELLERS MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED THE COST OF THE TREATMENT AND OR CLEANING PRODUCT(S) GIVING RISE TO THE CLAIM OR LIABILITY. Buyer agrees to hold Seller harmless and release Seller of all liability resulting from gratuitous information and or assistance provided by Seller.

Prices

Prices and other information in Seller's publications are subject to change without notice and confirmation by specific quotation.

Changes, Substitutions and Order Cancellation

Modifications, including Buyer-requested order changes, substitutions and cancellations including those affecting the identity, volume and delivery of the products, must be in writing and prior to order acknowledgement subject to Seller's prior approval and adjustments in price, scheduling and other affected terms and conditions.

Export Control

Products and associated materials supplied or licensed hereunder may be subject to federal export laws and regulations. It is Exporter's responsibility to comply with all such laws and regulations.

Disputes Resolution

Seller shall be the sole judge of whether basic and recommended cleaning and application processes have been adhered to and if Seller's judgement is that they have not then Seller shall be released from any obligation or liability under this limited warranty.