

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, Inc. A buyer's online order submission regarding any products constitutes acceptance of these terms and conditions.

All orders are subject to review and acceptance by e9 Treatments, Inc.

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The information contained on the e9Treatments.com website is subject to change without notice. e9 Treatments, Inc. is not responsible for typographical, technical, or descriptive errors of products herein.

Order Acceptance Policy

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell.

e9 Treatments, Inc. reserves the right at any time after receipt of your order to accept or decline your order for any reason. e9 Treatments, Inc. reserves the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. All orders require that you establish an account with e9 Treatments, Inc. We may require additional verifications or information before accepting or fulfilling any order.

Prices

Prices and other information in Seller's publications and on the e9Treatments.com website 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 processing and shipment. Any such changes are subject to Seller's prior approval and adjustments in price, scheduling and other affected terms and conditions.

Nonreturnable / Nonrefundable

In general, e9 Treatments surface protection products are nonreturnable and nonrefundable. If an item is determined to be returnable, restocking fees may apply.

Typographical Errors / Pricing

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or other error, e9 Treatments, Inc. shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. e9 Treatments, Inc. shall have the right to refuse or cancel any such orders whether the order has been confirmed and your account or credit card charged. If your account or credit card has already been charged for the purchase and your order is canceled, e9 Treatments, Inc. shall immediately issue a credit to your account in the amount of the charge.

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 will be itemized on invoice.

International Shipments

Those items for shipment to countries outside of the U.S. may be subject to taxes, customs duties and fees levied by the destination country ("Import Fees"). The recipient of the shipment is the importer of record in the destination country and is responsible for all Import Fees.

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 Inc. If authorized by e9 Treatments, Inc., any information derived shall be considered confidential. Buyer shall not incorporate such information into any patent application or other intellectual property instrument.

Limited Warranty

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.

a. **Material Application Limited Warranty Defects:**

1. Seller guarantees that approved substrates that have been cleaned and treated with its e9 Treatment's products will be more repellent than approved untreated substrates, assuming the product is being used as fully instructed and for items/substrates that the e9 Treatments' product has been approved.
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.
3. Remedy for warranty defects is limited to the cost of e9 Treatments' product or replacement of a defective e9 Treatments' product.

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 BUYER'S 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 e9 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.

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.