

# Terms & Conditions of Sale and or Purchase

Our Terms and Conditions (T&C's) apply to all purchases and sales of items offered here, and your sale or purchase means you have accepted our Terms and Conditions in effect as of the date of order. We disclaim any other Terms and Conditions contained in any customer purchase order or vendor sales order form or otherwise unless expressly agreed to by us in writing. Purchase orders must be strictly in conformity with these Terms and Conditions; inconsistent or conflicting terms in any purchase order or sale acknowledgment are rejected and shall be controlled by these Terms and Conditions unless agreed to by the customer and Point 2 Point Trading LLC (P2P) in a separate mutual writing. Additional terms are not binding unless agreed to by an officer of P2P in a separate writing. We reserve the right to decline fulfilling orders at our discretion.

Our catalogs, drawings of products, parts, machinery system and product ordering hierarchy (the "P2P Catalogs") constitute original works and selections and arrangements of data compiled by P2P, and are protected works and compilations under the U.S. Copyright Act. All rights in P2P Catalogs are reserved by P2P. You shall use P2P Catalogs solely to purchase products.

Customers transacting e-Commerce business with P2P on and/or via third party platforms are subject to the website Terms of Use, and other limitations appearing on and applicable to visitors and users of our website [www.parkexport.com](http://www.parkexport.com)

Where we state that to the Customer in this contract it is expressly agreed that the same terms and conditions will be accepted and implemented by P2P's suppliers

## PRICING AND CHARGES

**Product:** Prices and charges in our catalog are effective upon publication (or immediately when displayed on our website) and are subject to change without notice. All prices are quoted in U.S. dollars. We reserve the right to pass on any surcharges or impose purchase restrictions or limits at any time. Prices and availability may vary at any time.

**Charges:** All orders are subject to applicable shipping, freight, taxes and processing charges. Shipping charges for non-stocking orders and premium shipping services will be subject to the carrier's published rates plus an additional handling charge per order. In some cases, shipping charges may be less than or greater than P2P's actual cost to process and ship.

**Carrier Surcharges:** Carriers may impose surcharges, which vary by carrier and may change at the carrier's discretion. P2P will pass on the surcharge.

## TERMS/BILLING OPTIONS

Are as per the invoice and will also be stated in each contract. P2P has multiple payment/billing options. If an open account customer fails to make full payment within agreed terms from date of invoice, P2P may defer any further shipments or other orders, or cancel any portion of an unshipped order. P2P further reserves the right to charge interest on overdue invoices at the rate of 18% per annum (1.5% monthly) or at the highest rate available under applicable law. It is understood and agreed that customer will pay, to the extent permitted under law, all reasonable costs and expenses, including attorney's fees, collection agency fees and court costs incurred by P2P in connection with any collection action for payment of the amounts due herein.

P2P makes available certain payment processes through which you can provide payment information to us when you pay for your order (our "Authorized Payment Processes"). Examples of our Authorized Payment Processes include providing payment information by telephone, through our website checkout page or using an established Electronic Data Interchange (EDI). P2P and its bankers has implemented physical, technological and administrative safeguards intended to protect the information that you provide using one of our Authorized Payment Processes. These safeguards include, for example, encryption of Internet communications. If you do not use an Authorized Payment Processes, and you submit payment information through some other method (such as via email or fax), then the safeguards provided by our Authorized Payment Processes will not protect your payment information, and you provide such information at your own risk. P2P expressly disclaims all responsibility regarding the collection, use and protection of information that you do not submit through an Authorized Payment Process.

## DELIVERY

P2P does not guarantee shipping timescales for customers, as described below. Deliveries are made Monday through Friday, daytime hours only. P2P uses various carriers for different regions. Items that are drop shipped directly from manufacturers may take longer, so items ordered together may not always arrive in the same box or on the same day. **Hazardous materials require special handling, are not service level guaranteed and may be subject to local, state and federal regulations which may delay or prohibit shipments. Hazardous materials will not be shipped to certain locations..** All orders are shipped F.O.B. from P2P's distribution facility or manufacturer's facility for drop shipments. Title and risk of loss pass to customer on delivery to the common carrier or upon customer pickup.

## DAMAGED OR LOST SHIPMENTS

**Carriers & Prepaid Truck Shipments (P2P carrier):** Check your order immediately upon arrival. All damages must be noted on delivery receipt. All shortages and damages must be notified into P2P in writing or via e-mail [sales@parkexport.com](mailto:sales@parkexport.com) within 7 calendar days.

All damaged containers and merchandise must be kept for inspection. If product was damaged in transit, you must also file a claim with the carrier.

**Truck Shipment (when you select the carrier):** Check your order immediately upon arrival. All damages must be noted on delivery receipt. All damages and shortages must be called in to the trucker you chose within 7 days. All damaged containers and merchandise must be kept for your trucker to inspect. At that time, you will file a claim with your trucker.

## WARRANTIES

**General Merchandise Warranty:** Except as otherwise stated, the only warranties applying to materials sold are those, if any, specifically provided by the manufacturer to be honored by the manufacturer. **Items marked**

**Lifetime Warranty are subject to manufacturer's warranty terms.**

EXCEPT AS SET FORTH HEREIN, P2P MAKES NO WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED.

**Manufacturer's Responsibility:** The customer recognizes that P2P is a distributor and not a manufacturer, fabricator or packager, and all applicable product specifications, representations and warranties are solely those of the fabricator, manufacturer or packager of the products sold. P2P's liability hereunder for any claim of loss or damage of any kind whatsoever by the customer arising from a breach of any such specifications, representations or warranties by the manufacturer, fabricator or packager shall be limited to reimbursement of the price paid for the specific item sold, and other than such reimbursement, as between the customer and P2P, the customer's sole and exclusive recourse for such loss or damage is to the manufacturer, fabricator or packager of the products. Customer waives any right of set-off or cover under the Uniform Commercial Code or otherwise.

**Limited Liability:** IN NO EVENT SHALL P2P BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THE PURCHASE, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED OPPORTUNITY OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. P2P shall not be responsible for computer or electronic interruptions, mechanical or electrical breakdowns, strikes, labor slowdowns, war, terrorism, riots, severe weather conditions, natural disasters, acts of God or any other forces beyond the reasonable control of

P2P.

LTL shipments and other non-scheduled carriers, branch shipments (due to earlier pickups), back ordered items, replacement orders, new accounts (first order), orders requiring credit review, and supplier manufacturing deficiencies all require additional processing timescales.

## **RESPONSIBILITY**

The value of the defective product or material is our only liability. All specifications and technical data have been supplied by the manufacturer and are listed only as a convenience. We do not warrant or represent that the merchandise complies with the provisions of any law, particularly the Walsh-Healey Public Contracts Act, and the Occupational Safety and Health Act of 1970, and regulations promulgated thereunder, unless the manufacturer so warrants.

### **Catalog Errors**

Although all information in P2P Catalogs has been carefully checked for accuracy, errors and omissions occasionally occur and therefore are subject to correction. We regret any inconvenience.

### **Compliance with Laws**

Some products may be obtained from multiple supply sources located throughout the United States or internationally and shipped directly to the customer without sending the item through P2P. Many states and localities have codes and regulations governing sale, offering for sale, distribution, construction, installation and use of products for certain purposes and/or containing certain regulated substances, which may vary from those in neighboring areas. P2P relies upon information provided by the buyer & supplier of these products to ensure they are compliant with the laws of the jurisdiction into which the product is shipped. The information provided by the buyer & / or supplier as to the ability of the product to be sold or distributed in any particular jurisdiction is believed by P2P to be accurate. P2P, however, shall not be responsible for how products are used or installed or for the product's conformance to regional, state, or local codes or regulations. P2P does not guarantee compliance with any law and assumes no responsibility for how the items are used or installed. Customer has the sole responsibility for compliance with all applicable codes, regulations and laws and before purchase and use of the product must review and ensure full compliance with such codes, regulations and laws concerning the use or installation of the products.

### **Environmental and Safety**

#### **VOC (Volatile Organic Compounds )Limits:**

P2P may be prohibited from offering certain products due to restrictions or requirements of various federal, state, local and other authorities having jurisdiction in these matters. VOC restrictions may change without notice. Customers should consult the regulations applicable to these products to

ensure compliance. P2P relies on the manufacturer regarding the VOC content of their products and makes no representation or warranties regarding the information provided by the manufacturer.

### **Ozone Depleting Substances (ODS)**

P2P may be prohibited from selling certain products that contain chemicals (hydrochlorofluorocarbons) to customers that are not commercial customers as defined by regulations issued by the United States Environmental Protection Agency (USEPA). As per the USEPA regulations, it is a violation of federal law to sell, distribute, or offer to sell or distribute any chlorofluorocarbon or aerosol hydrochlorofluorocarbon containing cleaning fluid for electronic and photographic equipment to anyone who is not a commercial user of this product..

### **California Proposition 65**

Some products may contain certain chemicals and, therefore, be subject to warning requirements of California Proposition 65. Proposition 65 requires that packages of products containing certain chemicals identified by the State of California as causing cancer, birth defects or other reproductive harm contain warnings. P2P relies on the manufacturer regarding the hazardous chemicals in their products and makes no representations or warranties regarding the information provided by the manufacturer.

### **Mercury Containing Products**

Some products may contain mercury and may, therefore, be subject to federal, state, or local regulations regarding their purchase, use, handling and/or disposal. Customers should consult the regulations applicable to their operations regarding these products. P2P relies on the manufacturer regarding the mercury content of their products and makes no representations or warranties regarding the information provided by the manufacturer.

### **Material Safety Data Sheet (MSDS)**

An MSDS is a document that is required by the Occupational Safety and Health Administration (OSHA) and provides specific Safety, Health and Environmental information about a product deemed to be hazardous (e.g. Hazardous Ingredients, Physical Hazards, Health Hazards, Safe Handling, Control Measures and more.) Manufacturers or importers are required to produce MSDSs and employers are required to have them available for their staff as per OSHA's Hazard Communication Standard 29 CFR. 1910.1200. P2P expressly relies on the evaluation of the chemical manufacturer/importer contained therein. P2P provides MSDSs when required. An MSDS will be provided for a product when: You order the product for the first time, an updated MSDS is received from the manufacturer/importer, or you request another MSDS. MSDSs will be provided via the following means: (i) accessing P2P's website, (ii) contacting your local sales contact , (iii) using P2P's Tel number to request

an MSDS by mail or facsimile, (iv) requesting an MSDS when ordering a product, or (v) contacting P2P in writing requesting an MSDS.

### **Dangerous Goods/Hazardous Materials**

- **Energy Efficiency:** P2P may be prohibited from offering certain products that do not meet federal, state, and/or local requirements for energy efficiency. Energy efficiency requirements may change without notice. Customers should consult the regulations applicable to these products to ensure compliance. P2P relies on the manufacturer regarding the energy efficiency rating of its products and makes no representations or warranties regarding the information provided by the manufacturer.
- **Handling and Disposal:** Numerous federal, state, and local codes, regulations and laws may apply to the disposal of products. Customer is solely responsible for proper handling and disposal of purchased items and should review and ensure compliance with all such codes, regulations and laws.

## **RETURNS & REPAIRS**

### **Returns**

Except as otherwise provided, no material will be accepted for return after receipt and payment of the order. To return merchandise, you must call P2P at for a Return Authorization number. No returns will be accepted without a Return Authorization number. Include with your return a copy of your invoice or packing slip. All merchandise must be returned in its original packaging and condition. Any claims for discrepancies in shipment must be made within 7 days of receipt of merchandise. C.O.D. returns will not be accepted. Shipping charges for returned items must be prepaid. No return of altered or etched items. A re-stocking charge may be applied.

**Customers are required to inspect all hazardous materials deliveries prior to accepting the delivery. Unaccepted hazardous materials can be returned to P2P through the freight company that delivered the materials by not accepting the delivery. Once hazardous materials or non-hazardous materials that can become hazardous waste are not accepted for delivery.**

### **Special Order Products**

Because of the special nature of the products, we will make such products to your specifications. We reserve the right to reject any returns unless defective and these orders are considered final sale, and may not be returned for credit.

## EXPORT CONTROLS

P2P products and services, including user manuals and software, are subject to U.S. export control laws, regulations and administrative policies. Customer acknowledges that it is familiar with such laws and regulations and it agrees to abide by them in all respects. **Diversion of products and/or services contrary to U.S. law is prohibited.** Customer understands that a license, written approval or other authorization may be required from the Bureau of Industry and Security of the U.S. Department of Commerce, the Directorate of Defense Trade Controls of the U.S. Department of State or other U.S. government agency prior to the export or re-export of these items from the United States. Guidance may be found at <http://www.bis.doc.gov> or <http://www.pmddtc.state.gov>. Customer further understands that it is unlawful to export, re-export or transfer, or to attempt to export, re-export or transfer these items to individuals or entities on the List of Debarred Parties, Denied Persons List, Specially Designated Nationals List, Entity List, Unverified List or Nonproliferation Sanctions List, as well as sales or transfers to Embargoed Countries (currently, Cuba, Iran, North Korea, Syria and Sudan). It is the customer's responsibility to be aware of these Lists and Embargoes. These Lists may be accessed at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp).

## PROVISIONS

### **Security Interest**

Customer hereby grants to P2P a first priority purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to P2P. Customer agrees to file, or permit P2P to file, any financing statements or other appropriate documents with its governmental authorities to perfect the validity, priority, and enforceability of P2P's lien or security interest.

### **Independent Contractors**

P2P and Customer are independent contractors and not principal and agent. Nothing contained in these terms and conditions shall be construed to create a partnership, dealership, reseller, agency, employment or joint venture relationship. Customer will not have the right to bind or otherwise obligate P2P in any manner, nor will Customer represent to anyone that it has the right to do so.

### **Assignment**

Customer shall not assign any order, or any interest therein, without the prior written consent of P2P. Any actual or attempted assignment without P2P's prior written consent shall entitle P2P to cancel such order upon notice to Customer.

### **Electronic Commerce**

If P2P and Customer mutually agree to use an Electronic Data Interchange

("EDI") system to facilitate purchase and sale transactions, Customer agrees that it will not contest: (i) any contract of sale resulting from an EDI transaction under the provisions of any law relating to whether agreements must be in writing or signed by the party to be bound thereby; or (ii) the admissibility of copies of EDI records under the business records exception to the hearsay rule, the best evidence rule or any other similar rule, on the basis that such records were not originated or maintained in documentary form. P2P and Customer will negotiate and agree on technical standards and methods to use in making EDI purchases, and will use reasonable security procedures to protect EDI records from improper access. In the event of a conflict, the business records maintained by P2P regarding EDI purchases made by Customer shall be deemed to be conclusive.

### **Intellectual Property**

Customer shall have no right to copy or use any of the intellectual property of P2P or its suppliers without P2P's permission. All materials contained in P2P Catalogs and P2P's website are subject to the ownership rights of P2P and its suppliers.

### **P2P's Performance of Service**

In conjunction with Customer's purchase of product, P2P may perform certain services for Customer on Customer's premises such as delivering, ordering, performing inventory management, or putting-away product (collectively, the "Services"). Customer will hold harmless and indemnify P2P, its officers, directors, employees, agents, subcontractors or representatives from and against any and all claims, including bodily injury, death, or damage to personal property, and all other losses, liabilities, obligations, demands, actions and expenses, whether direct or indirect, known or unknown, absolute or contingent, incurred by P2P related to the performance of Services for Customer (including without limitation, settlement costs, attorneys' fees, and any and all other expenses for defending any actions or threatened actions) arising out of, in whole or in part, any act or omission of Customer, its employees, agents, subcontractors or representatives. **Waiver:** No failure by either party to take any action or assert any right hereunder will be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

### **CONTROLLING LAW AND VENUE**

The provisions of the Uniform Commercial Code, as adopted in Miami Florida USA, shall apply (except as expressly modified hereby) with no application of the United Nations Convention on Contracts for the International Sale of Goods. All transactions shall be governed by the laws of the State of Florida, without regard to any conflict of law principles that would require the application of the laws of any other jurisdiction, and



venue shall be in Miami Dade County, State of Florida.

In the event that some of or any part of these T&C's are found to be unenforceable by a court of law it is hereby understood and accepted that all other and remaining T&C's continue in place and remain effective and part of our contract of purchase and or sale.