

**WEBSITE SALE TERMS AND CONDITIONS**  
**DEROYAL INDUSTRIES, INC. AND ALL AFFILIATES**

1. **General:** In these terms and conditions of sale (the “Terms”), DeRoyal Industries, Inc. shall be referred to as “Seller” and the party to whom Seller’s quotation or invoice is addressed or whom purchases a product (“Product”) from Seller shall be referred to as “Buyer.” Buyer and Seller are collectively referred to as “Parties” and individually as a “Party.” Seller’s acceptance of Buyer’s purchase order is expressly conditioned on Buyer’s agreement to these Terms; any purchase order or other communications from Buyer that contain terms and conditions in addition to or inconsistent with these Terms are expressly rejected and will not be binding upon the Seller, unless acceptance of those terms and conditions is made in writing by an authorized representative of Seller. Buyer, by accepting any Product covered by the Terms, shall conclusively be deemed to accept the Terms. All terms below are firm unless the Parties agree otherwise in writing.
2. **Orders; Cancellation:** All orders placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or modified without Seller’s written consent. If Seller consents to a cancellation, Buyer shall reimburse Seller for all costs, expenses, and losses incurred by Seller as a result of the cancellation.
3. **Prices:** All prices are subject to adjustment due to change in calculation of tax, change in specifications, quantities changes, raw materials alteration, cost of production, shipment arrangements, or other terms or conditions which are not part of Seller’s original price quotation.
4. **Taxes/Fees:** Any prices for Product exclude shipping and handling, as well as taxes and fees imposed with respect to the sale, delivery, or use of Product. All taxes will be calculated by Seller and must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.
5. **Payment:** Payment is expected at the time of sale by utilizing Seller’s preferred payment method, which may be updated from time to time. Payment by Visa and MasterCard credit cards may be completed on the website. A hold for the total sales price will be placed on the card, but the card will not be charged until the Product ships.
6. **Shipment:** Seller shall use commercially reasonable efforts to ship Product within three (3) business days of the date of sale. Shipping times after Product leaves Seller’s facility will vary and are not guaranteed. Seller will not be liable for any late shipments. Shipping and insurance shall be paid for by the Buyer. All risk of loss or damage to products passes to Buyer upon pickup from Seller’s designated location. Shipment dates are estimated, and Seller will not be liable for late shipments.
7. **Force Majeure:** Seller will not be liable for any delay or failure in performance of any order, in the delivery or shipment of Product, or for any damages or losses suffered by Buyer or any third party which are caused by, or in any manner arise from, directly or indirectly, compliance with any law, decree, request, or order of any governmental agency or authority, any labor disturbances, embargos, riots, pandemics, epidemics, storms, fires, explosions, acts of God, terrorism, inability to obtain necessary labor or raw materials, accidents or breakdown to, or mechanical failure of, machinery or equipment, changes in economic conditions, delays or interruptions in transportation or any other causes beyond Seller’s control.
8. **Seller’s Warranty & Returns:** Seller’s standard warranty and return policies shall apply, and may be found at <http://www.deroyal.com/store/returns>. These policies may be updated from time to time.
9. **Data Privacy:** For Product transactions in particular, Seller collects the following categories of personal information from its consumers: Identifiers (a real name, mailing address, email address, unique personal identifier, online identifier, Internet Protocol address, account name, or other similar identifiers); Commercial information (records of products purchased, obtained, or considered, credit card information or other purchasing or consuming histories or tendencies); Geolocation data (physical location, generally). Seller does not collect personal information on Buyer from other sources for the sale of Product (other than as may be required to process and fulfill the order). Seller may use the personal information Seller collects for one or more business purposes, including to fulfill Buyer’s purchase order, to develop Seller’s website, products, and services, to process Buyer’s payments and prevent transactional fraud, and to provide Buyer with support and to respond to Buyer’s inquiries, including to investigate and address Buyer’s concerns and monitor and improve Seller’s responses. Seller has not sold any personal information collected, used, or maintained for Buyer’s purchase of Products in the past 12 months. Buyer agrees that Buyer’s personal information may be disclosed for business purposes, such as auditing or security, debugging, and/or internal technological development. For further information on Buyer’s data privacy rights, see DeRoyal’s Privacy Statement at: <https://www.deroyal.com/store/privacy>. These policies may be updated from time to time.
10. **Certificates of Conformance/Sterility:** As applicable, certificates of Conformance/Sterility for orders are available online at <http://www.deroyal.com/certs/>. Hard copies of certificates will be available within five (5) business days, upon request.
11. **Medicare/Medicaid Reporting Requirements:** If Buyer is an entity receiving Medicare/Medicaid funds, Buyer acknowledges that it has been informed of and agrees to fully and accurately account for, and report on its applicable cost report, the total value of any discount/rebate/other compensation paid hereunder in such a manner that complies with all applicable federal, state, and local laws and regulations which establish “Safe Harbor” for discounts. Buyer shall make written request to Seller in the event Buyer requires additional information from Seller to meet its reporting requirements. Buyer acknowledges that such reporting requirement was a condition precedent to Seller’s agreement to provide Product, and that Seller would not have sold Buyer the Product had Buyer not agreed to comply with such obligations.
12. **Seller’s Limitation of Liability:** Except for liabilities which cannot be excluded by law, Seller’s liability with respect to any claim by Buyer or any third party arising out of or in any way relating to Products sold by Seller to Buyer will be limited solely to the cost of Product and any such claim must be filed within 60 days after the delivery of Product. SELLER WILL NOT BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOST PROFITS OR OTHER LOSSES OF BUYER OR ANY THIRD PARTY ARISING OUT OF OR IN ANY WAY RELATING TO THE SALE, USE, OR TRANSPORTATION OF SUCH PRODUCT.
13. **Use, Improper Use, Liability and Indemnity.** Seller assumes no liability or responsibility for any acts, misuse of Product, advertising, violations of any local, state or federal regulations or laws violated by the Buyer. Buyer assumes all responsibility for its acts and is responsible for applicable local, state or federal regulations relating to the sale or use of Seller’s Product. Buyer shall indemnify, defend, and hold Seller and its affiliates, and each of their respective members, managers, officers, directors, employees, agents and representatives, harmless from any claim, liability, damages, lawsuits, and costs (including attorney’s fees and costs), whether for personal injury, property damage or other, brought by or incurred by Buyer, Buyer’s employees, or any other person, arising out of (i) improper selection, improper application or other (mis)use of the Product purchased by Buyer from Seller, (ii) the design, manufacture, integration or usage of Product which alone or as a component in an assembly, is alleged or proved to have caused injury or damage, (iii) Buyer’s failure to comply with all applicable foreign, U.S. federal, state or local laws, ordinances, rules, orders and regulations, including without limitation U.S. export control laws and any regulations and/or orders thereof, or failure to provide Seller adequate information related thereto, (iv) the acts or omissions of Buyer, its agents and employees and others under its direction or control, except to the extent such liabilities are caused by or are the result of the gross negligence or willful misconduct of Seller, and (v) any other breach of Buyer’s obligations hereunder.
14. **Termination:** Seller shall have the right to terminate the Terms if (i) Buyer materially breaches any of the terms herein, (ii) Buyer becomes insolvent, files for bankruptcy or is subject to bankruptcy proceedings, is subject to a receivership, or (iii) Seller reasonably believes Buyer will default or become insolvent. In such event, all payments due from Buyer to Seller, may, at Seller’s sole discretion, become immediately due and payable, and concurrently, or in the alternative, Seller may, at its sole option, terminate any existing order(s) between the Parties and exercise any other remedies available to Seller under applicable law. In cases of default, Seller may be awarded reasonable fees (including reasonable attorneys’ fees and court cost) in connection with the recovery of any payments due under these Terms.
15. **Hierarchy of Terms; Entire Agreement:** In the event of a conflict of terms between the Terms and a separate valid signed agreement between Seller and Buyer, the terms of such separate valid signed agreement shall control. In the absence of a separate signed agreement between the Parties, Seller’s quotation, invoice, these Terms, and Seller’s order acknowledgement constitute the entire agreement (the “Entire Agreement”) between the Parties with respect to the sale of Seller’s Product to Buyer, superseding all prior representations, agreements, or understandings between the Parties without limitation. These Terms cannot be amended orally or by any course of trade between the Parties, but may be amended by a written agreement executed by the Parties. The failure by Seller to (i) enforce any provision hereof will not be construed as a waiver of such provision or of Seller’s right to enforce such provisions and (ii) object to provisions contained in any purchase order or other communication from Buyer will not be construed as a waiver of these Terms not an acceptance of any such Buyer provisions.
16. **Successors and Assigns:** These Terms shall be binding upon and inure benefit to the Parties and their respective successors and assigns, provided, however, that Buyer shall not assign any of its rights or duties hereunder without Seller’s prior written consent, which may be withheld in Seller’s sole discretion.
17. **Governing Law, Jurisdiction, Venue:** These Terms shall be interpreted in accordance with the laws of the State of Tennessee, without regard to the choice of law provisions thereof. The Parties agree that all disputes shall be resolved exclusively in the State or Federal courts in Knoxville, Tennessee.