

VARFLEX.COM TERMS AND CONDITIONS

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

BY PLACING AN ORDER FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH VARFLEX CORPORATION, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS BY APPLICABLE LAW.

These terms and conditions (these "Terms") apply to the purchase and sale of products through Varflex.com (the "Site"). These Terms are subject to change by Varflex Corporation (referred to as "us", "we", or "our" as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on this Site, and you should review these Terms before purchasing any products that are available through this Site. Your continued use of this Site after a posted change in these Terms will constitute your acceptance of an agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Site. You should also carefully review our Privacy Policy before placing an order for products through this Site.

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products listed in your order. All orders must be accepted by us or we will not be obligated to sell the products to you. We may choose not to accept any orders in our sole discretion. After receiving your order, we will send you a confirmation email with your order number and details of the items you have ordered. Acceptance of your order and the formation of the contract of sale between Varflex and you, will not take place unless and/or until you have received your order confirmation email.

3. Prices and Payment Terms.

(a) All prices posted on this Site are subject to change without notice. The price charged for a product will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation email. Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order.

(b) **Credit Card.** We accept all major credit cards for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

(c) **Wire Transfer.** We accept wire transfers for all purchases. Please call or email us for wire transfer information at 315-795-2925 or support@varflex.com.

(d) **Sales Tax Information.** If you are a tax-exempt buyer, you must provide us with a copy of your New York State resale certification, exception certificate, or other acceptable proof of your exempt status. Please submit documentation to us at support@varflex.com, and include "Tax Exemption Request" in the subject line, and include the following information: (1) customer number, (2) name or organization making the purchase, and (3) email address associated with the account.

4. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options, including expedited shipping. You will pay all shipping and handling charges specified during the ordering process. Confirmation e-mails are sent immediately after your package is shipped, complete with estimated delivery data and tracking information (if available).

(b) **Shipping Fees.** All shipping costs are automatically calculated in your shopping card and are based on the size and weight of your items, their destination, and which shipping method you choose. These shipping rates are quoted directly from our shipping calculators.

(c) **International Shipping.** We ship products all over the world via DHL, Ups, and FedEx. You are responsible for all applicable duties and taxes pertaining to international shipping. If your order requires any special documentation, please contact us by phone at 315-795-2925 or by email at support@varflex.com. In the event the product you have ordered is out of stock at the time the order was placed, you will be notified by email of the estimated date that your order will be shipped.

(d) Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

5. Returns and Refunds.

(a) Except for any products designated on the Site as non-returnable, we will accept a return of the products for one of the following (i) a store credit, (ii) a different product of equal value, or (iii) a refund to the original payment, provided such return is made within fourteen (14) days of receiving the product(s) and provided such products are returned in their original condition. Store credit is redeemable up to twelve (12) months from the purchase date.

(b) To return products, you must call us at 315-795-2925 or email us at support@varflex.com to obtain a Return Merchandise Authorization ("**RMA**") number before shipping your product. No

returns of any type will be accepted without an RMA number. Returned items must be in their original packaging, in as-new condition and must be accompanied by the original packaging slip.

(c) You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection. All returns are subject to a 15% restocking fee.

(d) Return and Refund Exceptions. Please note the following exceptions to our return and refund policy:

- (i) Discounted items are final sales and cannot be returned or exchanged.
- (ii) Returned items must be unused, undamaged and have no visible signs of wear or tear.
- (iii) All braided sleeving orders 25 feet or less will not be refunded.
- (iv) Full spools of 50 feet and larger may be returned for credit only.

6. LIMITED WARRANTY.

DURING THE WARRANTY PERIOD, THE PRODUCTS PURCHASED FROM THE SITE WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY.

OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR SUPPLIERS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

(a) Who May Use This Warranty?

This limited warranty extends only to the original purchaser of products from the Site. It does not extend to any subsequent or other owner or transferee of the product.

(b) What Does This Warranty Cover?

This limited warranty covers during the Warranty Period (as defined below) defects in materials and workmanship in products purchased from the Site.

(c) What Does This Warranty Not Cover?

This limited warranty does not cover any damages due to:

- (i) transportation;
- (ii) storage;
- (iii) improper use;
- (iv) failure to follow the product instructions or to perform any preventive maintenance;
- (v) modifications;
- (vi) combination or use with any products, materials, processes, systems, or other matter not provided or authorized in writing by Varflex Corporation.
- (vii) unauthorized repair;
- (viii) normal wear and tear; or
- (ix) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

(d) What is the Period of Coverage?

This limited warranty starts on the date of your purchase and lasts for [30 Days] the "**Warranty Period**". The Warranty Period is not extended if we repair or replace a warranted product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

(e) What Are Your Remedies Under This Warranty?

With respect to any defective products during the Warranty Period, we will, in our sole discretion, either: (i) replace such product(s) free of charge or (ii) refund the purchase price of such product(s). We will provide a prepaid shipping label for all replacement product(s), if we elect to replace the defective product(s).

(f) How Do You Obtain Warranty Service?

To obtain warranty service, you must call us at 315-795-2925 or email us at support@varflex.com, during the Warranty Period to obtain an RMA number. No warranty service will be provided without an RMA number.

(g) Limitation of Liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY WILL UNDER NO CIRCUMSTANCES

EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT THAT YOU HAVE PURCHASED THROUGH THE SITE, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

(h) What can you do in case of a dispute with us?

The informal dispute resolution procedure detailed below is available to you if you believe that we have not fulfilled our obligations under this limited warranty or these Terms.

7. Intellectual Property Use and Ownership. You acknowledge and agree that:

(a) All uses on this Site of the terms "sell," "sale," "resell," "resale," "purchase," "price" and the like mean the purchase or sale of a license. Each product marketed on this Site is made available solely for license, not sale, to you and other prospective customers under the terms, conditions, and restrictions of the license agreement the display or description of that specific product.

(b) You will comply with all terms and conditions of the specific license agreement for any product you obtain through this Site, including, but not limited to, all confidentiality obligations and restrictions on resale, use, reverse engineering, copying, making, modifying, improving, sublicensing and transfer of those licensed products.

(c) You will not cause, induce, or permit others' noncompliance with the terms and conditions of any of these product license agreements.

(d) Varflex Corporation is and will remain the sole and exclusive owner of all intellectual property rights to each product made available on this Site and any related specifications, instructions, documentation, or other materials, including, but not limited to, all related copyrights, patents, and trademarks and other intellectual property rights, subject only to the limited license granted under the product's license agreement. You do not and will not have or acquire any ownership of these intellectual property rights, to the products made available through this Site, or any intellectual property rights relating to those products.

8. Accessing the Website and Account Security. We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users.

You are responsible for both:

(a) Making all necessary arrangements for you to have access to the Site.

(b) Ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise, including, but not limited to, through the use of any interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

9. Prohibited Uses. You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- (a) In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- (b) For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- (c) To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- (d) To impersonate or attempt to impersonate Varflex, a Varflex employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- (e) To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Varflex or users of the Site, or expose them to liability.

Additionally, you agree not to:

- (a) Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site.
- (b) Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.

- (c) Use any manual process to monitor or copy any of the material on the Site, or for any other purpose not expressly authorized in these Terms, without our prior written consent.
- (d) Use any device, software, or routine that interferes with the proper working of the Site.
- (e) Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- (f) Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- (g) Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- (h) Otherwise attempt to interfere with the proper working of the Site.

10. Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy, governs the processing of all personal data collected from you in connection with your purchase of products through the Site.

11. Reliance on Information Posted. The information presented on or through this Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to this Site, or by anyone who may be informed of any of its contents.

12. Changes to the Website. We may update the content on this Site without notice from time to time. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

13. Force Majeure. We shall be liable or responsible to you, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any of your obligations to make payments to us hereunder), when and to the extent such failure or delay is caused by or results from acts beyond our control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other events beyond the control of Varflex Corporation.

14. Governing Law and Jurisdiction. 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 New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.

15. Dispute Resolution and Binding Arbitration.

(a) YOU AND VARFLEX ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this section. (The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

16. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

17. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Varflex Corporation.

18. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

19. Entire Agreement. These Terms and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.