

TERMS AND CONDITIONS BEETRONICS INC.

(Last Updated: April 2026)

Thank you for visiting beetronics.com (the "**Website**"). The Website is operated by Beetronics Inc. These Terms and Conditions are entered into by and between the applicable person or entity accessing the Website or using the Service ("**you**," or "**your**" and, to the extent applicable based on the definitions below, "**User**" and/or "**Purchaser**") and Beetronics Inc. ("**Beetronics**," "**we**," "**us**" and "**our**"). The following Terms and Conditions, together with any documents expressly incorporated herein by reference (collectively, "**Terms and Conditions**," "**Terms of Service**," and/or the "**Terms**") govern your access to and use of the Website, including any content, functionality, and the Service (as defined below) offered on or through the Website. Capitalized terms used and not defined elsewhere in these Terms will have the meaning set forth in [Section 1.1](#) below.

By visiting our Website and/or using our Service, you agree to be bound by these Terms, including without limitation those terms and conditions and policies incorporated by reference herein. These Terms apply to all Users of the Website, including without limitation Users who are customers, vendors, merchants, contributors of content, browsers, and/or visitors.

Please read these Terms of Service carefully before accessing or using our Website. By accessing or using any part of the Website or the Service, you agree to be bound by these Terms (including without limitation certain limits on liability and an agreement to arbitrate disputes or claims). IF YOU DO NOT AGREE TO ALL OF THE TERMS, THEN YOU MUST NOT ACCESS THE WEBSITE AND YOU MUST NOT USE OUR SERVICE OR CONDUCT ANY PURCHASE OR OTHER TRANSACTION ON THE WEBSITE, AND YOU ARE INSTRUCTED TO EXIT THE WEBSITE IMMEDIATELY.

We reserve the right to modify these Terms at any time in our sole discretion, and accessing or using our Website or the Service following any such modification constitutes your acceptance of, and agreement to be bound by, such modified Terms. If we make changes to the Terms, we will provide you with notice of such changes by updating the "Last Updated" date at the beginning of these Terms. It is your responsibility to review these Terms prior to accessing or using the Website or the Service. Additional information and agreements with respect to modification of these Terms is set forth below.

If these Terms are incorporated (by reference or otherwise) into any purchase order, quote, or other contract, offer, or agreement to purchase goods or services from Beetrionics, the party purchasing goods or services from Beetrionics (and each other party to such purchase order, quote, or other contract, offer, or agreement other than Beetrionics) will be deemed "you," "User," and "Purchaser" for purposes hereof and these Terms will apply to each such party as if such party navigated to the Website and made the purchase designated in such purchase order, quote, or other contract, offer, or agreement directly from the Online Store. Any full or partial text copy of the Terms attached to a purchase order, order form, or quote or is provided for convenience of references purposes only, and the version of the Terms available at this location (and incorporated by reference in the relevant form) is the sole controlling version for purposes of the agreement between Purchaser and Beetrionics.

Section 1 of these Terms are applicable to you in all circumstances, whether or not you purchase a Product. Section 2 of these Terms apply to you in your capacity as Purchaser, if applicable.

Section 1. GENERAL TERMS

- 1.1 **Definitions.** In addition to terms defined elsewhere in these Terms of Service, the following terms, when used herein, will have the meaning provided for such terms below.
- (a) **"Intellectual Property Rights"** means all intellectual property rights of any type or nature, including without limitation copyrights, trademarks, patents, and trade secrets.
 - (b) **"Online Store"** means the platform on the Website that allows you to shop or purchase and products or services from us.
 - (c) **"Product"** means any product or good which may be offered, sold, or made available by or from Beetrionics through the Online Store.
 - (d) **"Purchaser"** means any individual or entity that accesses the Website and makes a purchase through or using the Online Store.
 - (e) **"Service"** means the Online Store provided by Beetrionics on and through the Website and includes but is not limited to accepting a quote through the Website, by e-mail, or by phone, and/or otherwise by purchasing something from the Online Store.
 - (f) **"User"** means any person or entity who accesses and uses the Website or the Service.
 - (g) **"User Content"** means all communications, images, sounds, material, data, and information that is uploaded to or transmitted through the Website by or on behalf of a User including but not limited to Comments (defined below), name, address, IP addresses, technical information regarding your browser, computer, mobile device, or other device, and personal information.
- 1.2 **Privacy Policy.** Our Privacy Policy (as amended from time to time, the **"Privacy Policy"**) is located at beetrionics.com/privacy and is fully incorporated into these Terms of Service by reference. By using the Website or the Service, you accept and agree to be bound by and subject to the Privacy Policy and you are consenting to the collection, disclosure, and use of all information you provide or which is otherwise obtained from or regarding you, including without limitation your User Content, in accordance with the terms of our Privacy Policy. Your submission of personal information through the Website or Service is governed by our Privacy Policy. Our Privacy Policy may be updated or modified at any time in accordance with its terms, and you agree that you and all information and data collected from or regarding you will be bound by the Privacy Policy as updated or modified from time to time.
- 1.3 **License.** Subject to all of the terms and conditions herein, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable limited license to access and use the Website and the Service available through the Website solely for your own personal purposes, provided, however, that such license shall be limited to those forms of use of the Website and the Service that are readily and intentionally provided by us through the Website or as part of the Service. You agree not to access or use the Website or the Service for any other purpose. You are solely responsible for obtaining any subscription or connectivity services or equipment necessary to access the Website and the Service, including but not limited to payment of all third-party fees associated therewith. Any unauthorized use of the Website or Service automatically terminates the limited licenses granted in this Section 1.3.

- 1.4 Access. To use the Service and access certain features of the Website, you may be required to provide certain registration details or other information to create a user account and obtain login credentials. It is a condition of your use of the Website and Service that all the information you provide on the Website is correct, current, and complete, and as such you: (a) represent and warrant that all information that you provide on the Website or in connection with your use of the Service is correct, current, and complete as of the time it is provided; and (b) will promptly (and in any case within five (5) business days) update any such information if such information for any reason becomes, or you discover such information to be, incorrect, inaccurate, or incomplete. You agree that all information you use to register with the Website, or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy. All credentials are owned by Beetronics, even if set up and/or submitted by you, and we reserve the right to disable or revoke your credentials at any time and for any reason, including without limitation if we have reason to believe such credentials are being misused, if we have reason to believe such credentials have been compromised, or if you are in breach of these Terms.
- 1.5 Acceptable Use. By agreeing to these Terms of Service, you represent that you are at least of an age that is: (a) the age of majority in your state or province of legal residence; and (b) legally permitted to enter into and be bound by agreements as of the date of your access and/or use of the Website and/or Service without the consent or approval of any other person (the "**Minimum Age**"). THE RIGHT TO ACCESS AND USE THE WEBSITE AND SERVICE IS AGE RESTRICTED, IF YOU ARE UNDER THE Minimum Age YOU MAY NOT ACCESS OR USE THE WEBSITE OR THE SERVICE.
- 1.6 Usage Restrictions. You will only use the Service and Website in accordance with these Terms of Service and our guidelines and policies as may be published or made available from time to time (and which such guidelines and policies may be updated or revised at any time by Beetronics in its sole discretion and without notice). Without limiting the foregoing, you agree that you will not, under any circumstances, use the Website or Service: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our Intellectual Property Rights or the Intellectual Property Rights of others; (e) to harass, abuse, insult, harm, defame, slander, libel, disparage, intimidate, or discriminate against any person, including on the basis on gender, sexual orientation, identity or expression, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any type of malicious code that will, might or could be used in any way to affect the functionality or operation of the Website, Service or any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose as determined by us; or (k) to interfere with or circumvent the security features of the Website, Service, or any related website, other websites, or the Internet; (l) use, design, or assist in the design of cheats, exploits, automation software, bots, hacks, mods, scripts, or any unauthorized software designed to modify, interfere, or interact with the Service or any Website experience; (m) disrupt, overburden, or aid or assist in the disruption or overburdening of any computer or server used to offer or support Website or the Service or the enjoyment of the Website or the Service by any other person;

(n) attempt to gain unauthorized access to the Website, the Service, accounts registered to others, or to the computers, servers, or networks connected to the Website or Service by any means other than the user interface provided by us, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Website or the Service; (o) engage in any act that we deem to be in conflict with the spirit or intent of the Service, including, but not limited to, circumventing or manipulating these Terms of Service, our guidelines or policies; (p) harass, bully, abuse, or harm, or advocate or incite harassment, abuse or harm of another person, group, including Beetrionics employees, or attempt to do any of the foregoing; (q) create an account or access the Service if you are under the Minimum Age; (r) fail to monitor your account or fail to prevent use of your account by others; (s) use any unauthorized payment method or provide any false, incorrect, or incomplete information in connection with your use of the Website or the Service; (t) use the Service if you are located in a country embargoed by the United States or if you are on the U.S. Treasury Department's list of Specially Designated Nationals; or (u) use an account or credentials belonging or issued to any other person or entity. You accept full responsibility for any unauthorized use of the Website or the Service by any other person or entity (including without limitation any use of the Website or the Service by minors) in connection with your account or your user credentials. You are responsible for any costs, expenses, fees, fines, penalties, liabilities, damages, or other amounts that become due or payable as the result of the use of your account or credentials, including without limitation as a result of any unauthorized use of the Website or the Service (by minors or otherwise) in connection with your account and such amounts shall become immediately due and owing. We reserve the right to terminate your access to and use of the Website and Service for violating any of the prohibited uses named above, or for any other legitimate reason, in our sole discretion.

- 1.7 General Restrictions. The Website and Service are copyrighted by, and as between you and Beetrionics, they are the sole and exclusive property of Beetrionics. You acknowledge that the Website and Service (and their respective structures, organization, and source code) constitute valuable intellectual property (including without limitation a portion of which constitutes trade secrets) of Beetrionics. Accordingly, you must not: (a) copy, modify, adapt, alter, translate, port or create derivative works of the Website, Service or other Beetrionics materials; (b) permit third parties to access or use the Website or Service using your login credentials; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, sublicense, or otherwise transfer in any manner the Website or Service (or any access to, or right to use, the Website or the Service, in whole or in part); (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for or any other proprietary information or trade secrets from the Website or Service; (e) remove, alter, or obscure any proprietary notices (including, without limitation, any copyright and trademark notices) of Beetrionics or its licensors and suppliers from the Website or Service; (f) disseminate performance-related information relating to the Website or Service; or (g) otherwise use, reproduce, display or copy the Website or Service. You shall be exclusively responsible for the supervision, management, and control of your use of the Website and the Service.

1.8 User Content. From time to time, you may submit User Content while accessing the Website or using the Service. In doing so, you understand and agree that your User Content may be transferred unencrypted and involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Note that credit card information is always encrypted during transfer over networks, and is not considered to be User Content under these Terms of Service. You agree that the personal information within your User Content, including without limitation your own personal information, will be processed by us in accordance with our Privacy Policy. You hereby grant the Company a perpetual and irrevocable, worldwide, fully paid-up, and royalty free, non-exclusive, unlimited license, including the right to sublicense and assign to third parties, and right to copy, reproduce, fix, adapt, modify, improve, translate, reformat, create derivative works from, introduce into circulation, commercialize, publish, distribute, sell, transfer, rent, lease, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication and any other medium, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, your User Content (including without limitation all Comments) as well as all modified and derivative works of the User Content, in any manner designated by Beetronics, including without limitation in connection with our provision and improvement of the Website and the Service and in any marketing and promotion of the Website or the Service. You are responsible for all User Content you post or otherwise transmit via the Service. We assume no responsibility for the conduct of any User submitting any User Content, and assume no responsibility for monitoring the Website, the Service, or any User Content for inappropriate, illegal, misleading, false, incomplete, incorrect, offensive, tortious, libelous, defamatory, or otherwise unsuitable content or conduct. We may, but have no obligation to, monitor, edit or remove User Content, that we determine in our sole discretion to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable, or which violates any party's Intellectual Property Rights or these Terms of Service. If you identify any content or materials on the Website or that are used in connection with the Service that are unlawful, offensive, threatening, libelous, defamatory, or otherwise obscene or objectionable, you agree to promptly notify Beetronics of such content or materials.

1.9 User Comments, Feedback and Other Submissions.

(a) General Comments. If, at our request, you send certain specific submissions, or, without a request from us you send ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "**Comments**"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments that you submit to us. We are and shall be under no obligation: (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments.

- (b) Infringement. You represent and warrant that: (a) your Comments and your other User Content does not and will not violate or infringe on any right of any third party, including copyright, trademark, privacy, personality or other personal or proprietary right; and (b) you have all right, title, and interest in and to all Comments and other User Content that you transmit or submit necessary or appropriate to provide the license provided for herein. You further agree that your Comments and any other of your User Content will not contain libelous, slanderous, or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Website or the Service. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any of your Comments or other User Content. You represent and warrant that you own or otherwise control all of the rights to the User Content that you post; that the User Content is accurate; that use of the content you supply does not violate these Terms and will not cause injury to any person or entity; and that you will indemnify us for all claims resulting from User Content you supply.
- 1.10 Removal. We may, at any time in our sole discretion and without further notice to you, remove your User Content and/or prohibit you from using the Website or the Service. We reserve the right to refuse service (including without limitation the Service) to anyone for any reason at any time.
- 1.11 Search Engines. Like any website on the internet, the Website is scanned intermittently by search engines. We do not own the search engines nor are we affiliated with them in any way. Information such as names, reviews, feedback, and other information that display on the Website may be picked up by search engines. Please do not submit or display any information unless you are comfortable with such information being seen by a search engine on the internet and potentially being made public or searchable as a result thereof.
- 1.12 Third Party Links. Certain content, products, and services available via our Service and Website may include materials from third parties ("**Third-Party Materials**"). Third-party links on the Website may from time to time direct you to, or from time to time we may post links that direct you to, third-party websites that are not owned or controlled by us ("**Third-Party Sites**"). We are not responsible for examining or evaluating the content or accuracy: (a) of any Third-Party Materials; or (b) of any data, information, functions, or services contained on or provided through Third-Party Sites. We do not make any representation warranty, express or implied, with respect to any Third-Party Materials or Third-Party Sites, and we explicitly disclaim any and all liability or responsibility for any and all Third-Party Materials, Third-Party Sites, and any materials, products, or services of third parties provided or made available therein or thereby. We are not responsible or liable for any harm or damages related to the purchase or use of goods, services, resources, or content, or any other transactions made in connection with any Third-Party Sites, and you agree that your sole recourse and sole remedy with respect to any Third-Party Materials, Third-Party Sites, and any materials, products, or services of third parties provided or made available therein or thereby will be against the applicable third party in accordance with and subject to the terms and agreements of such third party.
- You should carefully review the third-party's terms, policies and practices and make sure you understand them before you engage in any transaction with a third party.
- Complaints, claims, concerns, or questions regarding third-party products and services should be directed to the appropriate third party.

2.10 Optional Tools. We may provide you with access to third-party tools which we neither monitor nor have any control or input over, either on the Website, through an integration with the Website or Service, or otherwise. All third-party tools are provided exclusively on an "as is" and "as available" without any warranties, representations or conditions of any kind, whether express or implied, and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of such third-party tools, and your use of any third-party tools (including without limitation those third-party tools offered, available, or accessible on the Website or through the Service) is at your sole discretion and your sole risk. You should ensure at all times that you are familiar with and approve of the terms on which such tools are provided by referring to the terms and conditions/terms of use/terms of service of the applicable third-party provider(s), which can often be found on the third parties' websites.

1.14 Disclaimer of Warranties; Limitation of Liability; Risk of Loss.

- (a) General. We do not guarantee, represent or warrant that your access to or use of the Website and Service will be uninterrupted, timely, secure or error-free. We do not represent or warrant that the results that may be obtained from your access to or use of the Website or Service will be accurate, reliable, fit your purposes, fulfill your needs, or otherwise be to your satisfaction. We may at any time, in our sole discretion, suspend or deny access to the Website or the Service for indefinite periods of time, and we may change, modify or cancel the Website or Service at any time, without notice to you.
- (b) Risk Allocation and Disclaimers. YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR THE SERVICE IS AT YOUR SOLE RISK. THE WEBSITE, SERVICE, AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH SAME (EXCEPT AS EXPRESSLY STATED BY US) ARE PROVIDED SOLELY ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AVAILABILITY, AND NON-INFRINGEMENT.
- (c) General Limitation on Liability. IN NO CASE SHALL BEETRONICS OR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS, LICENSORS OR AFFILIATES BE LIABLE TO YOU OR TO ANY PERSON FOR ANY INJURY, LOSS, CLAIM, EXPENSE, OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, SPECIAL, OR SUPPLEMENTAL DAMAGES OF ANY KIND OR NATURE, INCLUDING AND WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR ACCESS TO OR USE OF ANY OF THE WEBSITE, SERVICE, OR ANY PRODUCTS PROCURED (OR ATTEMPTED TO BE PROCURED) USING SAME, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO OUR WEBSITE OR SERVICE, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY OF THE WEBSITE AND SERVICE, NOTWITHSTANDING WHETHER WE WERE ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF YOUR LOSS, HARM, EXPENSE, OR OTHER DAMAGES.
- (d) Specific Limitations on Liability. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING OR THE OTHER LIMITATIONS ON LIABILITY OR RESPONSIBILITY SET FORTH IN THESE TERMS, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW:

- (i) BEETRONICS AND OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS, LICENSORS AND AFFILIATES WILL NOT BE LIABLE TO YOU OR TO ANY PERSON FOR ANY DIRECT DAMAGES EXCEPT FOR THOSE DIRECT DAMAGES THAT RESULT FROM BEETRONIC'S FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE.
- (ii) BEETRONIC'S MAXIMUM LIABILITY TO YOU ARISING OUT OF YOUR ACCESS OR USE OF THE WEBSITE, SERVICE, OR ANY PRODUCTS PROCURED THROUGH THE WEBSITE OR SERVICE SHALL NOT, IN THE AGGREGATE WITH RESPECT TO ANY PARTICULAR USE OR TRANSACTION (OR SERIES OF RELATED USES OR TRANSACTIONS), EXCEED THE AMOUNT ACTUALLY PAID TO BEETRONICS BY ITS THIRD PARTY INSURER UNDER ITS GENERAL LIABILITY POLICY PURSUANT TO A CLAIM MADE BY BEETRONICS PURSUANT TO SUCH POLICY WITH RESPECT TO YOUR CLAIM FOR ANY LOSSES OR DAMAGES AGAINST BEETRONICS, WHICH CLAIM MAY BE FILED (OR NOT FILED) BY BEETRONICS IN ITS SOLE AND ABSOLUTE DISCRETION, PROVIDED, HOWEVER, THAT IF NO SUCH CLAIM IS FILED OR THE INSURANCE COMPANY DOES NOT MAKE ANY PAYMENT TO BEETRONICS WITH RESPECT TO SUCH CLAIM, BEETRONIC'S MAXIMUM LIABILITY TO YOU ARISING OUT OF YOUR ACCESS OR USE OF THE WEBSITE, SERVICE, OR ANY PRODUCTS PROCURED THROUGH THE WEBSITE OR SERVICE SHALL NOT, IN THE AGGREGATE, EXCEED THE INVOICE VALUE (DETERMINED EXCLUDING VAT) OF THE PRODUCTS THAT CAUSED THE DAMAGE CLAIMED BY YOU.
- (iii) BEETRONICS WILL NOT BE LIABLE FOR ANY BREACH OF THESE TERMS OR FOR ANY DELAY IN PERFORMANCE OF OR FAILURE TO PERFORM ANY OBLIGATIONS IT MAY HAVE RESULTING FROM ANY CAUSE BEYOND BEETRONIC'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION UTILITY OUTAGES, STRIKES, SLOWDOWNS, CARRIERS, CIVIL DISTURBANCES, ACTS OF CIVIL OR MILITARY AUTHORITIES, ACTS OF GOD, WEATHER, DISEASE OUTBREAKS, PANDEMICS, WAR, OR ANY OTHER EVENTS OR CIRCUMSTANCES OUTSIDE OF THE CONTROL OF BEETRONICS.
- (e) No Professional Advice. [Author1.1]None of the content and information contained in or made available through the Website, the products and services marketed or made available via the Website, and/or the transactions and other features performed on the Site can or should act as any replacement or substitute for the services of qualified professionals in any field, and nothing contained on the Website should be treated or construed as professional advice on financial, tax, medical, educational, technical, safety, or legal matters. No communication from Beetronics in connection with any purchase or product should be treated as qualified or certified professional advice on any subject matter. You are solely responsible for the outcomes and results of any decisions that you make with respect to such matters, whether or not informed or made with reference to or in reliance on any content, material, or information made available on the Website. Without limiting the generality of the foregoing, you expressly acknowledge that nothing on the Website shall be construed as any advice, analysis, or guarantee whatsoever regarding the efficacy or reliability of any Beetronics product or service for the performance, receipt, or facilitation of professional services of any kind in any jurisdiction or industry.

- (f) Jurisdictional Adjustment to Limit on Liability. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, SUCH DAMAGES SHALL NOT BE EXCLUDED, HOWEVER OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.
- 1.15 Accuracy, Completeness and Timeliness of Information. We make no representation or warranty that any of the information on the Website or available or accessible using the Service is accurate, complete, or up-to-date. As such, we are not responsible if information made available on the Website is not accurate, complete or current. The material on the Website is provided for general information only and should not be relied upon or used as the basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on or use of the material on the Website or available or accessible through the Service is at your own risk. The Website or Service may from time to time contain certain historical information. Historical information, necessarily, is not current and is provided for reference purposes only. We reserve the right to modify the contents of the Website at any time, but we have no obligation to update any information on our Website.
- 1.16 Errors, Inaccuracies and Omissions. There may be information on our Website or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, to change or update information, or to cancel orders, if any information on our Website, in the Service or on any related website is inaccurate, at any time without prior notice (including after you have submitted an order). We undertake no obligation to update, amend or clarify information on the Website or in the Service or on any related website, including without limitation, pricing information, except where required to do so by law.
- 1.17 Indemnification.
- (a) General Indemnification. You agree to indemnify, defend and hold harmless Beetrionics and our parents, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, employees and interns, from any claims, demands, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including without limitation reasonable attorneys' fees) arising out of or relating to: (i) your breach of these Terms of Service, the policies or terms incorporated into these Terms by reference, or any instructions provided to you by Beetrionics; (ii) your violation of any law or the violation or infringement of the rights of a third party; (iii) your use of the Website (including, but not limited to, any use of the Website's content, the Service, and products in a manner that has not been expressly authorized in these Terms); (iv) your use of any information obtained from the Website or as a result of your use of the Service; (v) any User Content that you have submitted (including without limitation any use, display or disclosure thereof by us as permitted herein or by the Privacy Policy and including without limitation any such User Content infringing on the intellectual property or rights of any person or entity); and (vi) any matters which are your responsibility pursuant to these Terms.

- (b) Transaction Disputes. Without limiting the generality of the foregoing, each Purchaser or User that engages in a transaction using the Website or the Service hereby agrees to defend, indemnify, and hold harmless Beetronics, and our parents, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, employees and interns from and against any claims, demands, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including without limitation reasonable attorneys' fees) arising out of or relating to any transaction initiated by you or your use of the Service, including without limitation any chargeback, reversal, or other failure to make any payment, and any dispute, claim, or proceeding relating thereto or arising therefrom.
- 1.18 Termination. We may, at any time in our sole discretion, for any reason or for no reason, terminate the license granted to you herein and terminate or revoke your rights to access or use the Website or the Service, including without limitation if in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service. You may elect to cease your use of the Website or the Service at any time, although such election shall not relieve you of any liability or obligations with respect to any access or use of the Website or Service, or any transactions entered into in connection therewith.
- 1.19 Agreement to Arbitrate. Please read this section (the "**Arbitration Agreement**") carefully because it requires users who are U.S. residents to arbitrate certain disputes and claims with Beetronics and limits the manner in which you can seek relief from us.
- (a) Applicability of Arbitration Agreement. Except for small claims disputes in which you or we seek to bring an individual action in small claims court located in the county of your billing address or disputes in which you or we seek injunctive or other equitable relief for the alleged unlawful use of intellectual property, you waive your rights to a jury trial and to have any dispute arising out of or related to these Terms of Service resolved in court, and all disputes, claims, controversies, and requests for relief arising out of or relating to these Terms of Service or your access or use of the Website or the Service (including without limitation any orders or transactions resulting therefrom) will be subject to binding arbitration in accordance with the terms hereof. The agreement and obligation to arbitrate described herein shall apply, without limitation, to all disputes or claims and requests for relief, including without limitation any such disputes, claims, or requests for relief which arose or were asserted before the effective date of these Terms.

- (b) Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a notice to us, or we must send a notice to you, in accordance with the notice requirements set forth in these Terms, in each case with such letter requesting arbitration and describing the dispute or claim or request for relief. The arbitration will be resolved through confidential binding arbitration by the Judicial Arbitration and Mediation Services ("JAMS"), an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or requests for relief shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, currently available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. Prior to initiating arbitration, you agree to notify Beetronics of any dispute or claim and for a reasonable period (not to be less than thirty (30) days), you agree to make yourself (or an officer or other agent or representative with power to make any and all decisions on your behalf) available for discussion and resolution of any such dispute or claim and officer use commercially reasonable efforts to amicably resolve any such dispute or claim.
- (c) Arbitrator. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually-agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- (d) Authority of Arbitrator. In addition to the authority to resolve all other disputes and claims between the parties, the arbitrator shall have exclusive authority to: (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability, or formation of these Terms. The arbitrator will decide the rights and liabilities, if any, of you and Beetronics. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Terms (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

1.20 Waiver of Jury Trial. YOU AND BEETRONICS HEREBY WAIVE ANY RIGHT, INCLUDING WITHOUT LIMITATION CONSTITUTIONAL AND STATUTORY RIGHTS, TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Beetronics are instead electing that all disputes, claims or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

- 1.21 Waiver of Class or Other Non-Individualized Relief. ALL DISPUTES, CLAIMS AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER USER. If a decision of a court of competent jurisdiction is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given dispute, claim or request for relief, then such aspect must be severed from the arbitration and brought into the state or federal courts located in the State of Delaware. All other disputes, claims, or requests for relief shall be arbitrated.
- 1.22 Waiver of Claims; Limited Claim Time. You agree to bring every dispute, claim, controversy, and request for relief with respect to any event (or series of related events) or any transaction (or series of related transactions) within one (1) year following the date on which you first became aware of (or reasonably should have been aware of) such dispute, claim, controversy, or request for relief (the "**Claim Period**"), including without limitation as a result of receiving data or information from which you should have reasonably known of such dispute, claim, controversy, or request for relief. You hereby expressly and irrevocably waive any right to bring or assert any dispute, claim, controversy, or request for relief with respect to any event (or series of related events) or any transaction (or series of related transactions) that is not brought within the Claim Period. In addition to all of the other limitations on liability set forth herein, Beetronics will have no liability with respect to any dispute, claim, controversy, or request for relief that you do not bring within the applicable Claim Period.
- 1.23 Governing Law. These Terms of Service and any separate agreements duly executed and delivered by you and Beetronics whereby we provide or make the Service available to you shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflict of laws provisions within the state.
- 1.25 Headings. The headings used in these Terms of Service are included for convenience only and will not limit or otherwise affect these Terms of Service.
- 2.3 Severability. In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service. Any such determination shall not affect the validity and enforceability of any other remaining provisions of the Terms of Service. Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.
- 1.26 Waiver. The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision except as otherwise expressly set forth herein.
- 1.27 Entire Agreement. These Terms of Service, together with the Privacy Policy and any policies or operating rules posted by us on or through the Website, constitutes the entire agreement and understanding between you and us and governs your use of the Website and the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms).

- 1.28 Notice. Any notice required under these Terms of Service shall be sent in writing via certified mail or other reputable mail service with postage prepaid and tracking to the following and will be deemed upon delivery or verified attempted delivery to the recipient. If the notice is to us, it should be sent to:

Beetronics Inc.
2093 Philadelphia Pike #4945
Claymont, DE 19703
United States

If the notice is to you, it will be sent to the most recent address that you have on file with us, and you may update such address by providing us notice in accordance with these Terms.

- 1.29 Changes to the Terms. You can review the most current version of the Terms of Service at any time on the Website. We reserve the right, at any time in our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to or through our Website. It is your responsibility to check the Website for changes before your access or use of the Website or the Service. Your continued use of or access to the Website or the Service, including the acceptance of any quote provided to you on the Website, by email, over the phone, or otherwise, following the posting of any changes to these Terms, constitutes your acceptance of and agreement to be bound by the Terms as updated or modified. If you do not agree to the revised Terms, you may no longer access or use the Website or the Service.

- 1.30 Contact Information. Questions about the Terms of Service should be sent to us at: info@beetronics.com or by certified mail or other reputable mail service with tracking to 2093 Philadelphia Pike #4945, Claymont, DE 19703 United States.

Section 2. PURCHASES AND TRANSACTIONS

Without limiting the generality of or applicability of the foregoing, in addition to the terms set forth in the foregoing Section 1 of these Terms, the terms set forth in this Section 2 will apply to you with respect to any purchases that you make utilizing the Website or the Service and, to the extent these Terms are incorporated into any purchase order, quote, or other contract, offer, or agreement, the terms set forth in this Section 2 will apply to you with respect to with respect to the purchases made pursuant to such purchase order, quote, or other contract, offer, or agreement (as if such purchases were made by you through the Online Store).

Any individual located in the United States of America who executes a purchase order or other contract or agreement with Beetronics that is governed by these Terms does so on behalf of their valid, lawful, and existing company or organization, and hereby expressly represents and warrants to Beetronics that they possess all necessary rights, consents, and authorizations to so execute on behalf of said company or organization and bind it to these Terms. Notwithstanding any term or information to the contrary in any order, contract, or agreement between you and Beetronics, each U.S. Purchaser of Beetronics products expressly acknowledges and agrees that Beetronics' contract for such purchase is with the Purchaser entity, and not with any individual employee, personnel, or agent of said entity, or any private individual purchasing solely in their personal capacity.

2.1 **Purchases.** Subject to these Terms and the license provided hereby, you may use the Website or Service to make purchases through our Online Store. When acting as a Purchaser, you will access the Website and locate the Product(s) you wish to purchase. Once you have located the desired Product(s) you will have the ability to add them to your virtual cart for purchase. Once you have added the Product(s) you elect to purchase to the virtual cart, upon viewing the virtual cart you will have the option to go to a checkout webpage where you will enter or select personal information, which includes, without limitation, your name, payment information, address, phone number, email address, delivery or pickup location, and such other information designated or required by such checkout page. By providing such information, you authorize us to share all such personal information (in whole or in part, as determined by Beetronics and subject to the Privacy Policy) with: (a) third party service providers who provide payment processing services; and (b) any third-party delivery service or vendor, if any and if applicable. All data collected from Purchasers will be handled in accordance with our Privacy Policy. You hereby authorize us or the applicable payment processor to charge to the credit or debit card or bank account that you provide for a purchase: (i) the full listed price of the Product(s) you select; (ii) any applicable service fees; and (iii) if applicable, any delivery fees or charges. In addition, you acknowledge that the third-party payment processor, as applicable, may have a processing fee as detailed on the payment screen and, if so, that you will be charged (and you hereby authorize the applicable payment processor to charge) the processing fee amount in addition to the amount due for the Product(s). Any service fee, processing fee, or other amounts charged by an applicable payment processor are not refundable. The foregoing amounts owed in connection with a purchase of one or more Product(s) may be charged to your designated payment method in separate transactions and you hereby agree to pay, and authorize, each of such separate transactions. Questions, issues, or concerns regarding charges, including without limitation all requests for refunds, must be brought to our attention within the timeframe set forth in the Return Policy for the applicable Products (the "**Return Period**"), by email to our customer service department at info@beetronics.com or utilizing the dispute process available to you through the Website. Issues regarding Products, including all charges and refund requests not submitted within the Return Period are not subject to review, reversal or refund. You waive any dispute or refund request that was not made within such Return Period. YOU REPRESENT AND WARRANT THAT (I) THE CREDIT CARD INFORMATION SUPPLIED TO US OR THIRD-PARTY PROCESSOR IS TRUE, CORRECT AND COMPLETE AND THAT YOU ARE AUTHORIZED TO PROVIDE AND USE IT, (II) PAYMENTS MADE BY YOU FOR PURCHASES OF PRODUCTS WILL BE HONORED BY YOUR CREDIT CARD COMPANY OR BANK, AS APPLICABLE, AND (III) THAT ALL TRANSACTIONS SUBMITTED BY YOU ARE BONA FIDE TRANSACTIONS FOR THE PURCHASE OF PRODUCTS AND DO NOT VIOLATE ANY LAW APPLICABLE TO YOU OR THE JURISDICTION IN WHICH YOU RESIDE. In addition to all other remedies available, we reserve the right to, and may in our sole discretion, close the account of, and prohibit use of the Website and the Service by, any Purchaser that charges back, reverses, or otherwise fails to complete or honor any transaction submitted by such Purchaser (including without limitation any ACH reject, credit card charge back, or other transaction reversal for any reason). Any charge back, reversal, or other failure to complete or honor any transaction submitted by a Purchaser shall not relieve such Purchaser of responsibility or liability with respect to such transaction, and Purchaser hereby agrees to and consents to any action brought by us to enforce our rights or recover any and all damages, including without limitation all costs of collection, resulting from any such failure to complete or honor the submitted transaction.

- 2.2 Display of Products. We have undertaken reasonable efforts to accurately display the colors and images of Products that appear on our Online Store. We cannot, and do not, guarantee that your device's display of any color or other product-related details will be consistent or accurate. We reserve the right, but are not obligated, to limit the sales of our Products or services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Products or services that we offer. All descriptions of Products, services, or the pricing thereof are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Product or service at any time and for any reason. Any offer for any Product or service made on or through the Website, whether through the website, by e-mail, by phone or by other means of communication, is void where prohibited. We do not represent or warrant that the quality of any Products, services, information, or other materials purchased or obtained by you will meet your expectations, or that any errors in the Website or Service will be corrected.
- 1.13 Modification to the Products and Prices. Prices for our products displayed on the Website or our marketing materials are subject to change without notice. We reserve the right at any time to modify or discontinue our Website or Service (or any part thereof or any Product offering) at any time without notice. We shall not be liable to you or to any third party for any temporary or permanent modification, price change, suspension or discontinuance related to our Website, Service or any Product.
- 2.4 Order Cancellation Right and Return Policy. Any Products you purchase through the Website can only be returned in accordance with these Terms of Service and our then-current [Returns Policy](#) (the "**Return Policy**" as may be updated by Beetronics from time to time), which is incorporated herein by reference. Please [read our Returns Policy](#) to learn more about your right to (and certain limitations on your right to) return a Product that you have purchased through the Website. Your right to Products purchased from us only applies to Products that are returned in the same condition as you received them. When attempting to initiate a return, you must include all of the Product's instructions, documents, accessories, and wrappings. Products that are damaged or otherwise not in the same condition as they were sent to you, or which are worn beyond the ordinary wear and tear of opening the original packaging, will not be eligible for a refund. We reserve the right to modify or update our Return Policy, in whole or in part, at any time in our sole discretion. If any change to our Return Policy is made, such revised Return Policy will apply to all purchases made from and after the date of such change, but will not change the return rights available to you with respect to purchases made prior to the date of such modification (and the Return Policy in effect as of the date of such purchase will remain applicable to such purchase). It is your responsibility to review the Return Policy prior to making any purchase.
- 2.5 Cost of Returns. Shipping costs incurred by you for returning our Products are your sole responsibility, and no reimbursement will be made by us for shipping costs. In the event that you are eligible for a refund, we will reimburse you for the value of your order no later than fourteen (14) days from the date on which we receive the returned Product from you, or from the date you indicated to us that there was an issue with a Service, as the applicable case may be. We use the same means of payment for eligible refunds as was used to place the order.

- 2.6 Product Standards. We will make every reasonable effort to deliver Products in accordance with the standards provided for in the product description set forth on our Website for the designated product (or, if applicable as set forth in the applicable purchase order). Upon delivery to Purchaser, Purchaser is solely responsible for assessing whether the delivered Products conform to the applicable order. If a Purchaser believes the Product(s) received is not as described on the online Store, Purchaser's sole remedy is to request a replacement or refund from us, which such request must be made within the Return Period and in accordance with the Return Policy. You will not be issued a refund or replacement if: (a) you fail to make the applicable request within the Return Period; (b) you do not follow the Return Policy or are not entitled to a refund or replacement pursuant to the Return Policy; or (c) the Product is not in the condition as it was when sent to you.
- 2.7 Disclaimers; Specific Use. All Products are, unless explicitly provided otherwise by us in a warranty or as part of the transaction terms, provided exclusively on an "as is" and "as available" basis and we make no representation or warranty, express or implied, with respect to any Product. Any statements or information about a Product and its functionality in any marketing materials, promotional materials, or communication with you or available to you (including without limitation on the Website or the Service) constitutes technical information and is not an express representation, warranty, or guaranty. We expressly disclaim any representation or warranty, including without limitation the implied warranties of merchantability, fitness for a particular purpose, availability, and non-infringement with respect to each Product, and your purchase and use of a Product is at your sole risk. If a Purchaser orders Products for a specified use, the Purchaser is solely responsible for assessing and determining whether the Products are suitable for the specific application in which they are intended to be used prior to purchasing such Products. In furtherance of, and not in limitation of, the foregoing, the Purchaser is responsible for ensuring that any Product that Purchaser elects to purchase, whether for integration with any other product or service, use in a particular industry, use in a particular manner, or otherwise, is used in compliance with and meets all applicable legal and industry-specific regulations, standards, and certifications necessary or appropriate for such integration and/or use. We disclaim any and all liability arising from a Product not complying with specific application standards and make no representations or warranties that the Products are fit for a particular purpose or compliant with industry-specific regulations and certifications in any sector. In addition, we are not responsible or liable for any inspection (or costs associated with an inspection) to ensure the Products are compliant with any applicable laws, regulations, standards, or certifications, and it is Purchaser's obligation to conduct and such inspection and ensure all such compliance at Purchaser's sole cost and expenses. We make no claim that our Products will be suitable for any particular application or usage. Any costs arising from the inspection of Products by Purchaser to determine regulatory compliance shall be at the sole expense of Purchaser.

- 2.8 Installation of Products; Restrictions on Use. Purchaser is responsible for the proper installation of all purchased Products and will adhere to those installation instructions provided or made available by Beetrionics with respect to such Products. The failure by Purchaser to follow or adhere to the installation instructions provided or made available by Beetrionics with respect to a Product will: (a) void any warranty provided with respect to such Product; (b) terminate Purchaser's right to any refund, return, or exchange right with respect to such Product, notwithstanding anything to the contrary in the Return Policy; and (c) constitute and be deemed a waiver by Purchaser of any and all claims against Beetrionics with respect to such Product. Purchaser will not combine or integrate any Product with any software or hardware if such combination or integration would, or otherwise use, sell, or market any Product or combined solution in any manner which would, misappropriate or infringe on any third party's intellectual property rights or other proprietary rights.
- 2.9 Indemnification. Purchaser will indemnify, defend, and hold harmless Beetrionics and our parents, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, employees and interns, from any claims, demands, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including without limitation reasonable attorneys' fees) arising out of or relating to: (a) Purchaser's improper installation of Products (including without limitation any installation or setup of the Products in a manner inconsistent with, contradictory to, or different than the manner set forth in the installation instructions provided by Beetrionics); (b) use of Products, directly or as part of any other product or system or use of Products (whether individually or together with any other hardware or software) in violation of applicable laws, regulations, or other requirements; (c) infringement of any third party's intellectual property or privacy rights or other proprietary rights due to Purchaser's use of the Product, combination or integration with the Product with any software or hardware, or any other use, sale, or marketing of any Product by the Purchaser or any end user or customer thereof; (d) your failure to obtain any compliance certificates or certifications with respect to the Products or any other product or solution using or integrating any Product; (e) any incorrect or misleading information, representations, warranties, or data provided by you to any person or entity, including without limitation any false or misleading information regarding the Products provided to any customer or other third party; and (f) your use, access, installation, distribution, or access (whether or not duly authorized) of the Products in connection with (1) any safety, emergency, or mission-critical service, application, or functionality of your organization or of any third party, and/or (2) your rights or obligations under any contract between you and a third party to which Beetrionics is not a party, including without limitation any claim brought by said third party or other affected third parties.

2.10 Billing and Account Information. Unless you and Beetrionics enter into a separate agreement or purchase order that provides for different payment terms, all amounts due and owing with respect to each purchase of Products must be paid by you, in full, at the time the initial order is made. Notwithstanding any delivery or other terms to the contrary, Beetrionics will be under no obligation to ship any purchased Products to you until such time as Beetrionics is paid, in full, for such order. Shipment of any order by Beetrionics will not relieve Purchaser of any payment obligation with respect to such purchase. Purchaser agrees to provide current, complete, and accurate purchase and account information for all purchases made on our Online Store. Purchaser agrees to promptly update Purchaser's account and other information, including your e-mail address, credit/debit card number(s), and the expiration date(s) of your payment cards, so that we can complete your transactions and contact you as needed. Purchaser agrees to reimburse Beetrionics for all costs, expenses, losses, and damages incurred by Beetrionics as the result of any chargeback, reversal, stop payment, ACH reject, or any other cancellation, blocking, reversal, or other action that results in any payment not being completed or being reversed.

2.11 Order Fulfillment and Shipping.

- (a) Fulfillment. We reserve the right to refuse to fill any order a Purchaser places with us. We may, in our sole discretion, limit or cancel quantities purchased on a per company, per person, per household, or per order basis, even after orders have been placed (including without limitation due to such product being out of stock or Beetrionics being unable to obtain sufficient raw materials or other products or materials necessary for such Product from its own vendors). These restrictions may include orders placed by or under the same customer account, with the same credit card or payment method, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify Purchaser by contacting the e-mail and/or billing address/phone number provided at the time the order was made. In the event we limit or cancel an order, we will equitably adjust the purchase price and refund to Purchaser an appropriate amount, as we reasonably determine based on the nature of the adjustment or cancellation that was made.
- (b) Restricted Purchasers. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, distributors, or any other individual or entity we determine to have interests which do or could cause harm to our business.

- (c) Shipment. Purchaser is solely responsible for: (a) all shipping costs and expenses with respect to purchased Products; and (b) any loss or damage that occurs during or as a result of shipping, delivery, and other transportation of the Products. Purchaser may, in its sole discretion, purchase (to the extent available) insurance for its purchased products with respect to shipping and delivery. Risk of loss with respect to fulfillment of any ordered Products will pass to Purchaser upon our delivery to the carrier. To the extent not inconsistent with the foregoing, Product delivery and risk of loss shall be on an "Ex Works" basis, in accordance with the meaning thereof set forth in Incoterms 2020. Risk of loss with respect to the return of any purchased items by Purchaser will pass to Beetrionics only upon actual delivery of such Products to Beetrionics at Beetrionics' designated return address. Any Products purchased may be split into, and delivered as, multiple shipments in Beetrionics' sole discretion.
- (d) Delivery of Purchased Products. Beetrionics may provide, show, or designate delivery dates in connection with Purchaser's purchase of any Products from Beetrionics, however any such delivery dates are estimated, projected, and/or anticipated and the actual delivery date of any Product may differ materially from what is shown, including without limitation as a result of delivery delays or processing times of the designated carrier. The delivery of any purchased Product later than the originally designated delivery date shall not relieve Purchaser of its obligation to purchase such Product, nor shall it entitle Purchaser to: (a) cancel or otherwise modify any such order; or (b) a return, refund, discount, or any other right or incentive of any nature.

2.12 Transaction Liability Limitations and Related Obligations. IN ADDITION TO, AND LIMITING, THOSE OTHER LIMITATIONS ON LIABILITY OF BEETRIONICS SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- (a) BEETRIONICS WILL NOT HAVE ANY LIABILITY WITH RESPECT TO, ARISING OUT OF, OR RELATING TO COMPLIANCE WITH REGULATORY MATTERS RELEVANT TO A PRODUCT AS A RESULT OF THE PARTICULAR INDUSTRY OR APPLICATION IN WHICH YOU ELECT TO USE THE PRODUCT, AND ANY DESCRIPTIVE LANGUAGE SUGGESTING OR INDICATING THAT A PRODUCT MAY WORK FOR A PARTICULAR INDUSTRY OR USE CASE DOES NOT CONSTITUTE A REPRESENTATION OR WARRANTY THAT THE PRODUCT IS COMPLIANT WITH ANY REQUIREMENTS APPLICABLE TO OR ASSOCIATED WITH SUCH INDUSTRY OR APPLICATION. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOUR USE OF THE PRODUCTS IN ANY PARTICULAR MANNER OR IN ANY PARTICULAR INDUSTRY DOES NOT VIOLATE ANY APPLICABLE LAWS, REGULATIONS, OR REQUIREMENTS AND THAT ALL NECESSARY CERTIFICATIONS FOR THE PRODUCTS ARE OBTAINED, ALL OF WHICH YOU SHALL DO AT YOUR OWN EXPENSE.
- (b) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AFFIRM THAT: (i) BEETRIONICS' PRODUCTS ARE NOT AND HAVE NOT BEEN DESIGNED, TESTED, CERTIFIED, APPROVED, OR RECOMMENDED FOR USE FOR ANY SAFETY, EMERGENCY, OR MISSION-CRITICAL SERVICE, APPLICATION, OR FUNCTIONALITY; (ii) BEETRIONICS ADVISES AGAINST, AND EXPLICITLY DOES NOT RECOMMEND, PROMOTE, OR WARRANT (AND HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR), THE USE OF ITS PRODUCTS FOR ANY SUCH PURPOSE; AND (iii) ANY SUCH USE BY YOU AND/OR YOUR PERSONNEL, CUSTOMERS, OR CONTRACTORS, NOTWITHSTANDING THE LACK OF SECTOR-SPECIFIC CERTIFICATIONS AND BEETRIONICS' PRODUCT DESCRIPTIONS, IS ENTIRELY AT YOUR OWN RISK.

- (c) BEETRONICS WILL NOT HAVE ANY LIABILITY RESULTING FROM, ARISING OUT OF, OR RELATING TO ANY DELAY IN THE DELIVERY OF ANY PURCHASED PRODUCTS OR AS A RESULT OF BEETRONIC'S TERMINATION, CANCELLATION, OR REDUCTION OF ANY PURCHASE OR ORDER.
- (d) BEETRONICS WILL NOT HAVE ANY LIABILITY RESULTING FROM, ARISING OUT OF, OR RELATING TO YOUR INTEGRATION OR COMBINATION OF ANY PRODUCT WITH ANY SOFTWARE OR HARDWARE OR ANY FURTHER PROCESSING, ADJUSTMENTS, UPDATES, OR MODIFICATION THAT YOU MADE (OR WHICH ARE OTHERWISE MADE) TO THE PRODUCTS PURCHASED FROM BEETRONICS. ANY SUCH INTEGRATION, COMBINATION, OR PROCESSING, ADJUSTMENTS, UPDATES, OR MODIFICATIONS WILL VOID THE WARRANTY, IF ANY, APPLICABLE TO SUCH PRODUCT AND SUCH PRODUCT WILL NO LONGER BE ELIGIBLE FOR ANY RETURN, REFUND, OR EXCHANGE.

2.13 Use of Purchaser's Name and Trademarks. Purchaser grants Beetronics a non-exclusive, royalty-free right to use Purchaser's name and trademark logo to identify Purchaser as a Beetronics customer in Beetronics' marketing and promotional materials, including on the Beetronics website. Purchaser may revoke this permission at any time by written notice to Beetronics, and Beetronics will remove such uses within thirty (30) business days of receiving such notice. Nothing in this paragraph shall be construed as transferring any ownership rights in any trademark, and all goodwill generated by use of Purchaser's trademarks shall (as between the parties) accrue and inure solely to the benefit of Purchaser.