



## **EquiSafe® Global, LLC Product Terms and Conditions**

### **I. General**

The following Terms and Conditions (“Terms”) are applicable to all products (“Products”) sold by EquiSafe Global, LLC (“Seller”), a Florida corporation, to any individual or entity placing orders to Seller or making use of the Products (“Buyer”). The acceptance of any order is expressly conditioned upon the Buyer’s consent to these Terms. These Terms shall be binding unless otherwise agreed to and accepted in writing by Seller. These Terms along with the Sales Invoice are deemed an offer for sale by Seller and Buyer’s Approval (“Buyer’s Approval”) of the order by signature or authorizing email of Buyer or its representative and Seller’s receipt of the initial deposit constitutes the Buyer’s entire acceptance of these Terms. Upon Buyer Approval, Buyer accepts responsibility for verifying the type, size, and quantity as listed.

### **II. Product**

**Price Quotations.** Quotations are only valid in writing for 30 days from the date of the quotation. All quotations by Seller are subject to change or withdrawal without prior notice to Buyer.

### **III. Payment**

Payment for Product requires a 50% deposit due upon placement of the order. The final balance payment shall be due prior to release from the port. Seller shall not be obligated to ship or deliver Product until the final payment is received and processed. Payments must be made to an account designated by Seller and in US dollars. Payments over \$5000 must be made by electronic funds transfer. Payments under \$5000 can be made via PayPal, Apple Pay or Debit Card (3% fee), or via electronic funds transfer. All prices are subject to change.

#### **IV. Taxes**

With regard to all sales, “sales”, “use”, “VAT” or similar taxes imposed on this sale or transaction are not included in the quoted price. If applicable, such taxes will be added to Seller’s invoice and shall be paid by Buyer. Seller will, where applicable and necessary, include taxes on its invoice to Buyer or on a separate invoice to Buyer at a later date should these taxes be assessed to Seller post sale.

#### **V. Delivery and Risk of Loss**

Unless otherwise specified in writing, all orders of Products hereunder shall be delivered free on board (FOB), to and from Wellington, Florida and/or Sweden. Title, risk of loss of, damage to, or destruction of the Product shall pass to Buyer upon delivery in accordance with the applicable delivery term. Buyer shall be responsible for unloading Product off of the delivery vehicle (and all related costs) and bear all costs of storage thereafter. Seller will inform Buyer of an approximate delivery date and in no event shall the dates be construed as falling within the meaning of “time is of the essence.” The Seller shall not be responsible for any delays in filling orders, nor shall it be liable for loss or damages resulting from such delays. Deferral of shipment/delivery at the request of Buyer is subject to the approval of Seller. In the event of any such deferral of shipment/delivery, the full purchase price shall be invoiced and due on the originally designated Product completion date.

#### **VI. Inspection & Returns**

Buyer has the right to inspect and reject the Product upon delivery. Buyer will be deemed to have accepted the Product upon the earlier of (a) attempted installation or installation of the Product or (b) 5 days business days following delivery. Unless the Seller receives a written complaint with full particulars from the Buyer regarding any defective products within five (5) business days from the date the Products are delivered, the Products shall be deemed to have been delivered in good condition and that the delivery is accepted. The Seller’s acceptance of any returned Products does not imply acknowledgment by the Seller of the reason for the return.

## **VII. Cancellations**

An order may only be terminated by Buyer upon prior written notice and upon payment of all reasonable and proper termination charges, including, but not limited to, all costs identified to the order or contract incurred prior to the effective date of notice of termination and all charges incurred by Seller in respect of the termination, overhead and other indirect costs, as well as a reasonable profit thereon. Seller is authorized to deduct such costs from any deposit previously made by Buyer.

## **VIII. Force Majeure**

Seller shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control ("*force majeure*"), including without limitation, fire, flood, storms or other acts of God, strikes, labor difficulties, acts or omissions of any third party, any governmental authority or of Buyer, compliance with governmental regulations, insurrections or riots, acts of terrorism, embargoes, delays or shortages in transportation or inability to obtain necessary labor, materials or manufacturing facilities from usual sources, defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes or any other cause similar or dissimilar to the foregoing. In any event, Buyer's obligation to make payment shall not be affected due to any *force majeure*.

## **IX. Governing Law**

These Terms and all transactions between the Seller and the Buyer shall be governed and interpreted, and all rights and obligations of the parties shall be determined, in accordance with the laws of the State of Florida, without regard to its principles of conflicts of law.