

## Terms and Conditions

**Last Updated: March 25, 2024**

Welcome to Sellars®. Sellars Absorbent Materials, Inc. (“Sellars”, “we”, “us”, “our”, or similar) operates and offers the Sellars e-commerce platform made available via our website at [sellarscompany.com](https://sellarscompany.com) (the “Services”).

These Terms and Conditions (“Terms”) are by and between you and Sellars and govern your access and use of the Services. “You” and similar terms means you, as an individual, as well as any organization, business, or entity on whose behalf you are accessing or using the Services (“Organization”). By accessing or using the Services, and entering into these Terms, you represent and warrant that you are authorized to enter into these Terms on behalf of yourself and such Organization.

By: (i) accessing or using the Services, including visiting our website or contacting us, or (ii) otherwise clicking on the “I Agree,” “Submit,” “Sign In,” or similar button or check box when prompted, you accept and agree to be bound and abide by these Terms. You also agree to bind the Organization on whose behalf you are accessing or using the Services. If you do not want to agree to these Terms, you must not access or use the Services.

You understand that we reserve the right to change or amend these Terms from time to time. Except as otherwise required by law, all changes shall be immediately effective upon their posting to the Services. You acknowledge and agree that your continued access and use of the Services following such changes shall be deemed acceptance by you of any new or amended provisions of these Terms.

- 1. ELIGIBILITY.** By accessing or using the Services, and/or authorizing the use of the Services by another individual, you represent and warrant that you are 18 years of age or older and otherwise meet all of the requirements contained herein to enter into these Terms. If you do not meet all of these requirements, you must not access or use the Services. Those who choose to access the Services from outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules, and regulations in their respective location in doing so.
- 2. PRIVACY POLICY.** Your access and use of the Services, including your creation of an account with Sellars, is subject to the [Sellars Privacy Policy](#). Please carefully review our Privacy Policy. You agree that the collection, use, and disclosure of your information is governed by the [Sellars Privacy Policy](#), and you consent to all actions we take with respect to your information consistent with the Sellars Privacy Policy.
- 3. PAYMENT METHOD.** In order to purchase a product via our Services (“Purchase”), you may be asked to supply certain relevant information, including your credit or payment card number and expiration date or similar payment information, your billing address, and email. You represent and warrant that you have the right to use any credit or payment card or other payment mechanism that you submit in connection with a Purchase using the credit card or payment mechanism that you submit. By submitting such information, you grant **Sellars the right** to provide such information to third parties for the purposes of facilitating your Purchase. You acknowledge and agree that Sellars is not responsible for how any third-party credit card or other payment method processor transmits, stores, uses or shares your information.
- 4. ADDITIONAL PURCHASE TERMS.**
  - i. Shipping and Delivery.** At this time, Sellars ships products to locations worldwide. The risk of loss and title for all products ordered on the Services pass to you when the product is delivered to the shipping carrier. Contact the applicable shipping carrier to learn more about the status and terms of any shipment.
  - ii. International.** Customs and import duties may be applied to international orders when the shipment reaches its destination. Such charges are the responsibility of the recipient of your order and vary from country to country. Contact your local customs office for details. Shipping laws are different in each country. It is your

responsibility to check with your customs office to verify whether the country to which you are shipping permits the shipment of your products. Sellars is not responsible for any direct, indirect, punitive, or consequential damages that arise from improper international shipping practices.

- iii. **Sales tax.** You are responsible for all sales tax associated with your Purchase. Sellars is not responsible for any direct, indirect, punitive, or consequential damages that arise from improper payment of sales tax.
  - iv. **Payment and Return Policy.** Sellars reserves the right to change its payment procedures at any time without prior notice to you. Return requests will be reviewed by Sellars on a case-by-case basis and no item may be returned without prior written approval by Sellars. Sellars reserves the right to deny any return request submitted for any reason. In the event that Sellars approves your return, you will receive a replacement, credit, or a refund depending on the circumstances of the return. All requests for returns need to be made within 60 days of receipt of goods. Returned items are subject to a 10% re-stocking fee. Customer will be responsible for freight on returned product. Additional deductions could apply after further inspection to cover repackaging or damage on all returned product. No items will be accepted for return after six months from date of purchase. **Customers must contact Sellars for an RMA number before returning anything.**
- 5. PRODUCT DESCRIPTIONS.** Although the Services is accessible worldwide, not all products discussed in the Services are available to all persons or in all geographic locations or jurisdictions. Sellars reserves the right to limit the provision of its products to any person, geographic area, or jurisdiction it so desires and to limit the quantities of any products or services that it provides. Any offer for any product made in the materials on the Services is void where prohibited. We have made every effort to display as accurately as possible the colors and images of our products that appear in our Services. We cannot guarantee that your computer monitor's display of any color will be accurate. Due to system, typographical, informational, technical, human, and other error, we cannot and do not guarantee that all information, including descriptions, photographs images, compatibility references, detailed specifications, pricing, links, availability and any other product-related information listed is accurate, complete or current, nor do we assume responsibility for these errors. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Services will be corrected. We reserve the right at any time and without notice to update product information and to correct or remove product-related errors, inaccuracies, or omissions. Sellars shall at its sole discretion have the right at any time to refuse or cancel any order for a product whose listing in the Services contained erroneous information, including but not limited to incorrect pricing. If such order is canceled after your payment mechanism has been charged for the purchase, Sellars will issue a credit to your payment mechanism in the amount of the charge. Sellars is not responsible for changes or variations in product specifications or physical appearance. Sellars may rely on third parties, such as a manufacturer, to communicate these differences to Sellars. Consequently, Sellars will not be held responsible for product revision changes. The documentation included with any products does not form a part of this agreement.
- 6. LICENSE GRANT.** Subject to your compliance with these Terms, we hereby grant you a limited, non-exclusive, non-transferable, personal right to access and use the Services, during the Term, solely and strictly in accordance with these Terms for lawful purposes on behalf of yourself or your Organization. You understand and agree that the Services are provided under license to you, not being sold to you, and you do not gain any ownership interest of any kind in the Services under these Terms. You are not in any way authorized by the license granted hereunder, or these Terms, to exploit the Services to compete with Sellars' business.

- 7. CREATING AN ACCOUNT.** In order to access the Services, you may be required to create an account with Sellars that may include choosing an account name and setting a password. When you do so, the information you provide Sellars must be accurate, complete and up-to-date. When registering with Sellars, you shall not impersonate anyone else, choose names that are offensive, or violate anyone's rights. If you do not follow these rules, we may cancel your account. Depending on the level of permissions assigned to your user account, you may not have access to or be able to view or use all of the functions or features of the Services.
- 8. ACCOUNT SECURITY.** You acknowledge and agree that you are responsible for all the activity on your account, and for keeping your account credentials secure and confidential. If you have reason to believe that someone has accessed or used your account without your permission, you must immediately change your password and report the incident to Sellars using the "Contact Us" details below. You will be held liable for losses incurred by Sellars, or any other user of the Services, due to someone else using your Sellars password or account. You shall not use anyone else's Sellars password or account at any time. Sellars cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.
- 9. ACCESSING THE SERVICES.** From time to time, we may restrict users' access to some parts of the Services or the entire Services. Sellars makes no guarantees regarding uptime, availability, or access to the Services. You are responsible for: (i) making all arrangements necessary for you to have access to the Services, including your internet connection and internet stability; and (ii) ensuring that all persons who access the Services through your internet connection are aware of these Terms and comply with them. We may block, limit or terminate your access to the Services if: (a) you violate these Terms; (b) you violate any applicable law, rule, or regulation relating to your use of the Services; (c) you engage in any conduct which we, in our sole discretion, believe is offensive, defamatory, or otherwise harmful to us or others; or (d) you breach any other agreement with us or any other person.
- 10. SELLARS INTELLECTUAL PROPERTY.** You acknowledge that, as between you and Sellars, Sellars owns all right, title, and interest, including all intellectual property rights, in and to the Services, including all software, hardware, firmware, and derivatives of the same, and, with respect to third-party data or information, the applicable third-party owns all right, title, and interest, including all intellectual property rights, in and to the third-party data, name, image, and likeness, and trademarks. Sellars' names and logos and all related product and service names, design marks, and slogans, including SELLARS®, are the trademarks or service marks of Sellars. All rights are reserved. You are not authorized to use any Sellars name or mark in any advertisement, publicity or in any other commercial manner without prior written consent of Sellars. All other trademarks, trade dress, images, photographs, and other works appearing in connection with the Services are the property of their respective owners. The entire contents and design of the Services are protected by U.S. and international copyright law. All rights regarding the Services and materials contained on or in the Services, including any and all technology, code, or design related to the Services, are either owned by Sellars, are licensed to it, or are used with permission. Sellars and its licensors, vendors, or other service providers retain and reserve all intellectual and proprietary rights to the Services. The Services are only for your personal use. You are expected to obey all copyright restrictions. Copying or storing of any content without the prior written permission from Sellars or the intellectual property holder is prohibited. Please use the contact information below if you desire such permission or need more information.

**11. PROHIBITED USES AND CONDUCT.**

You may use the Services only for lawful purposes and in accordance with these Terms.

You agree not to use the Services: (i) 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 U.S. or other countries); (ii) for the purpose of exploiting, harming, or attempting to exploit or harm any person in any way by exposing them to inappropriate content, facilitating harassment, or otherwise; (iii) to send, knowingly receive, upload, download, use, or re-use any material that does not comply with the content standards contained in these Terms or published in connection with the Services; (iv) to impersonate or attempt to impersonate Sellars, an Sellars employee, another user, or any other person or entity; or (v) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Sellars or users of the Services, or expose them to liability.

You agree not to, and will not permit any third party to: (a) use any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring, scraping, or copying any of the material on the Services; (b) use any manual process to monitor or copy any of the material on the Services, or for any other purpose not expressly authorized in these Terms, without our prior written consent; (c) introduce to the Services or any Sellars system any viruses, Trojan horses, worms, malware, ransomware, logic bombs, or other material that is malicious or technologically harmful; or (d) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Services, any Sellars accounts, the servers on which the Services is hosted or stored, or any server, computer, or database connected to the Services.

You are solely responsible for any liability associated with your use of the Services. You shall not, and are not authorized to, use the Services in any manner that violates any person's rights or any applicable law.

## **12. USER CONTENT.**

The Services may allow users to upload, post, or submit communications and other information ("User Content") in a manner that is available to Sellars and/or other users.

In submitting the User Content to the Services, you grant Sellars and our affiliates, licensors, and service providers, and each of their and our respective licensees, successors, and assigns, a non-exclusive, sublicensable, transferable, perpetual, worldwide, royalty-free license to use, display, access, view, store, and/or download User Content, and post or forward User Content to others, for the purpose of providing you the Services, exercising our rights or obligations under these Terms, or any other use described in our Privacy Policy. We disclaim all warranties and liabilities for User Content. We are not responsible for any action taken by any third party with respect to your User Content.

You represent and warrant that you own or control all rights in and to the User Content and have the right to grant the license above and that all of your User Content does and will comply with all applicable laws, rules, and regulations, and these Terms.

You also represent and warrant that you have obtained all applicable consents and permissions needed to provide Sellars with any User Content or other information provided by you, and that you have a lawful basis for providing such information to Sellars, in connection with your use of the Services, including, without limitation, any personal information as defined under applicable law provided to Sellars. You agree to cooperate with Sellars and take such action as reasonably requested by Sellars with respect to any information provided by you to Sellars.

You understand and acknowledge that you have full responsibility for your User Content, including its legality, reliability, accuracy, and appropriateness. Sellars is not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Services.

User Content must not:

- i. Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.

- ii. Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
  - iii. Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
  - iv. Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms.
  - v. Be likely to deceive any person.
  - vi. Promote any illegal activity, or advocate, promote, or assist any unlawful act.
  - vii. Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
  - viii. Impersonate any person or misrepresent your identity or affiliation with any person or organization.
  - ix. Give the impression that it emanates from or is endorsed by Sellars or any other person or entity, if this is not the case.
  - x. Criticize Sellars, the Services, or any Sellars operational partner.
- 13. FEEDBACK.** Sellars may solicit your feedback regarding your experience accessing or using the Services. The comments, information, and details you submit to us through surveys, reviews, or other forums regarding your experience accessing or using the Services, including without limitation any suggestions or recommendations regarding the Services' features or functionality, including any improvements ("Feedback") may be used by Sellars without any obligation, limitation, attribution, or compensation to any party. You hereby assign to Sellars all right, title, and interest, including intellectual property rights, in and to any ideas, inventions, know-how, concepts, techniques, or other concepts contained in the Feedback. For clarity, Feedback does not include User Content.
- 14. FUNCTIONALITY AND UPDATES.** Sellars reserves the right to change, suspend, or discontinue any aspect of the Services at any time, including availability of a feature, database, or content. We may from time to time in our sole discretion develop and provide Services updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.
- 15. THIRD-PARTY SITES AND LINKS.** Sellars makes reasonable efforts to determine that other websites owned or operated by third parties accessible via the Services (collectively, "Third-Party Websites") are active and appropriate at the time the links to such Third-Party Websites are placed in the Services. Sellars has no control over, and assumes no liability for, the continued existence of, or the material available on, any Third-Party Website. Should you discover that any link in the Services references a Third-Party Website that is no longer active or that contains inappropriate or irrelevant information, please notify us by sending an e-mail message to the address listed below. Links from the Services to Third-Party Websites do not constitute or imply an endorsement, sponsorship, or recommendation by Sellars or any of its subsidiaries or affiliates of the third party, the Third-Party Website, or the resources, information, or content contained therein. Sellars does not endorse or warrant, and is not responsible or liable for, any such Third-Party Website or the

content thereon. Please review the applicable third party's terms and conditions and privacy policy when interacting with or using any Third-Party Website.

16. **USER DISPUTES.** You are solely responsible for your interactions with other users. We have no obligation to mediate or otherwise resolve disputes between users and/or any third party.
17. **CONSENT TO DOING BUSINESS ELECTRONICALLY.** You hereby agree that we may deliver all notices, disclosures, documents, reviews, analyses, or other materials, and any and all other documents, information, and communication concerning you or Sellars by means of email or by posting in the Services or by other means of electronic communication. Considering Sellars operates principally on the internet, by accessing the Services, you hereby consent to transact business electronically and to receive electronically all disclosures, documents, communications, notices, contracts, and agreements arising from or relating in any way to your or our rights, obligations, or services under these Terms or any other agreement between you and Sellars.
18. **INDEMNIFICATION.** You agree to defend, indemnify and hold harmless Sellars and its affiliates, and each of their directors, officers, employees, and agents from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from your breach or violation of any representations, warranties, covenants, obligations, or other provisions set forth in these Terms, your breach of applicable laws in connection with your use of the Services, your failure to fulfill any obligations relating to your use of the Services, or your account, incurred by you or any other person using your account, including, but not limited to, any failure on your part to provide or update full and complete information in connection with your registration with the Services. We reserve the right, but not the obligation, to take over the exclusive defense and control of any claim for which we are entitled to indemnification under these Terms. In such event, you hereby agree to cooperate and help us in asserting any defenses to such claims.
19. **WARRANTY DISCLAIMERS.** Sellars disclaims any and all liability for the acts, omissions, and conduct of any users or third parties in connection with or related to your use of the Services. users are completely responsible for their use of the Services. users' sole remedy against Sellars for dissatisfaction with the Services, or any content contained therein, is to stop using the Services at once. This limitation of relief is a part of the bargain between the parties. THE SERVICES MAY CONTAIN TECHNICAL ERRORS, TYPOGRAPHICAL MISTAKES, OR OTHER INACCURACIES. UNLESS OTHERWISE EXPRESSED, THE SERVICES ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTY AND SELLARS EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR ANY WARRANTY THAT THE SERVICES ARE ACCURATE, ADEQUATE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.
20. **LIMITATION OF LIABILITY.** IN NO EVENT WILL SELLARS OR ITS AFFILIATES BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (v) COST OF REPLACEMENT GOODS OR SERVICES; OR (vi) DAMAGE OR INJURY TO PERSON OR PROPERTY, IN EACH CASE REGARDLESS OF WHETHER SELLARS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL SELLARS' OR ITS AFFILIATES' AGGREGATE

LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF THE SERVICES UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE GREATER OF: (A) THE TOTAL FEES PAID BY YOU TO SELLARS IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE-HUNDRED DOLLARS (\$100).

**21. GOVERNING LAW.** These Terms shall be construed and governed in accordance with the laws of the State of Wisconsin, without giving effect to any choice or any conflicts of law provisions or rules. Any action relating to these Terms shall be brought in the federal or state courts located in the City of Milwaukee, State of Wisconsin. You hereby agree to personal jurisdiction and submit to venue by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

**22. CLASS ACTION WAIVER; WAIVER OF JURY TRIAL.**

THE PARTIES AGREE THAT ANY CLAIMS WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, PAGA, OR OTHER JOINT ACTION WITH RESPECT TO THE CLAIMS.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**23. TERMINATION OF USE.** You agree that we may, at our sole discretion, limit, suspend, or terminate your access to all or part of the Services without notice if we suspect illegal, fraudulent, or abusive activity. Such activity (including your personal information) may be referred to appropriate law enforcement authorities. Upon suspension or termination of these Terms, your right to access or use the Services will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information, in accordance with these Terms.

**24. GEOGRAPHIC LOCATION.** Sellars is based in the United States and our offering of the Services is not intended to subject us to any laws in any jurisdiction outside of the United States. Be aware that access of the Services may result in the transfer of your information to servers located in the United States. If you access the Services from outside of the United States, you consent to all such transfers. You also do so on your own initiative and are responsible for compliance with local laws. We make no claims that the Services or any of its content complies with any laws outside of the United States.

**25. MISCELLANEOUS.**

These Terms and the Privacy Policy constitute the sole and entire agreement between you and Sellars regarding the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding the Services.

It is expressly agreed that Sellars and all users shall be independent contractors of each other and that the relationship between the parties shall not constitute a partnership, joint venture, or agency. Neither Sellars nor any user shall have the authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding on the other party, without the prior consent of such other party.

In addition to these Terms, you may enter into other agreements with us that will govern your use of the Services. If there is any contradiction or conflict between these Terms and another agreement you enter into with us applicable to the Services, the other agreement shall take precedence in relation to the specific aspects of the Services governed by such agreement.

If any part, term, or provision of these Terms is held to be illegal, in conflict with any law, or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected, and the rights and obligations of

the parties shall be construed and enforced as if these Terms did not contain the particular part, term, or provision held to be illegal or invalid.

The provisions of these Terms shall survive any expiration or termination of these Terms or completion of any services hereunder to the extent necessary or appropriate to carry out the intent of such provisions.

We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law. You may not assign rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law, without our prior written consent.

The failure by us to enforce any right or provision of these Terms will not prevent us from enforcing such right or provision in the future.

## **26. CONTACT US.**

If you have questions regarding these Terms or the Services, please contact us by e-mail at [customerservice@sellars.com](mailto:customerservice@sellars.com)