

# Terms and Conditions

## ASP International, Inc. (ASP Clips)

These terms and conditions ("Agreement") sets forth the general terms and conditions of your use of the ASP Clips website ("Website" or "Service") and any of its related products and services (collectively, "Services"). This Agreement is legally binding between you ("User", "you" or "your") and ASP International, Inc. ("ASP Clips", "we", "us" or "our"). By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "User", "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. You acknowledge that this Agreement is a contract between you and ASP International, Inc., even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

### Accounts and membership

If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may monitor and review new accounts before you may sign in and start using the Services. A verification process will be implemented for all new accounts. Providing false contact information of any kind may result in the termination or denial of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration. Independent Distributors are separate entities and accounts are not interchangeable. Local Independent Distributors are your first source for service as they have immediate supply and a completely different pricing structure to benefit local customers. To request a new account and verify your qualifications please email [customerservice@aspclips.com](mailto:customerservice@aspclips.com)

### Ordering

Authorized Distributors/Accounts can place orders thru ASPCLIPS.COM Ecommerce site (24 hours/day 7 days/week) Access to this site is limited to viewing product information only as a supplemental catalog without a qualified registered login. Orders can be emailed directly to [orders@aspclips.com](mailto:orders@aspclips.com) if using our Virtual Assortment/Order Sheet or sending in an Excel file.

It is our goal to process and ship orders submitted up to 12:00 PM CST on the day they are received. Orders received after 12:00 PM CST may be scheduled to ship the next business day. Normal business hours are 8:00 AM – 5:00 PM CST, Monday – Friday. National holidays will not be counted in business day transactions.

Ecommerce is a separate entity than buying thru an Authorized Distributor. Local Authorized Distributors have custom pricing set up to service customers at a different price than what is available thru ecommerce.

## **ALL ITEMS ARE SOLD IN PACKAGE QUANTITY AND NOT BY THE PIECE!**

**NO BACK ORDERS ARE TRACKED.** If items are not available at the time of shipping they will be removed from the order when processed. Items not shipped will need to be reordered by the customer. The minimum order/shipping policy applies when making all orders.

### Minimum Order

There is no minimum order quantity or amount. Orders less than \$75.00 will be charged an automatic Shipping & Handling fee of \$14.95. In certain circumstances items may require additional shipping depending upon contents or weight.

### Billing and payments

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. If, in our judgment, your purchase constitutes a high-risk transaction, we will require you to provide us with a copy of your valid government-issued photo identification, and possibly a copy of a recent bank statement for the credit or debit card used for the purchase. We reserve the right to change products and product pricing at any time. We also reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, 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 you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. All orders created using ASPCLIPS.COM Ecommerce site will be required to use PayPal. Terms of NET30 may be available upon request with a proven history of payments.

### Discounts Available

Promo codes will be available for customers to apply. ASP05 will be available as your order total meets \$150.00. ASP10 will be available as your order total meets \$250.00. ASP15 will be available as your order total meets \$400.00. It is the "user" responsibility to input promo codes as these codes will not be automatically added. Promo codes are only available online and are not associated or affiliated with any Authorized Distributor. Authorized Distributors have specialized pricing for servicing customers.

### Shipping and Freight Policy

Orders less than \$75.00 will automatically be charged a shipping & handling fee of \$14.95. In certain circumstances additional shipping is required depending upon contents or weight. Orders equal or greater than \$75.00 the S&H fee can be removed by changing the freight code to OVER\$75. In certain circumstances items require shipping charges even if the \$75.00 is met depending upon content or weight. This may be verified before shipping and can delay orders if approval is required. All freight prices and codes are based on F.O.B. Bertram, TX and only cover the 48 continental United States. Specialized items, Cabinets, Bins, Chemicals, and Assortments are excluded from the prepaid freight option. These items will be calculated F.O.B. Bertram, TX to your location based on what method of freight is required.

### Order and Shipping Errors

Notification of any shortages or errors must be reported within 10 days of the invoice date. Returns that are not pre-authorized will result in an automatic handling charge of 30% or more. Shipping expense is the responsibility of the purchaser and must be prepaid for all returns. Any change to or cancellation of existing orders pre shipment will be accommodated when possible. If an order has already been processed and picked a \$7.50 service charge will be imposed for cancellations and/or modifications.

## Pricing

All prices are subject to change without notice. Ecommerce prices are available to all Registered Accounts.

***Qualified Distributors/Accounts have a separate pricing structure than what is listed on the Ecommerce site.***

Published Qualified Distributor/Account pricing is not available thru ASPCLIPS.COM. Contact your local Distributor to discuss pricing for your area. ASP Clips pricing is confidential and is to be kept between ASP Clips, its Distributors and their customers, and its accounts.

## Accuracy of information

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, availability, promotions and offers. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Website or Services is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the Website including, without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Website should be taken to indicate that all information on the Website or Services has been modified or updated.

## Links to other resources

Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. Some of the links on the Website may be "affiliate links". This means if you click on the link and purchase an item, ASP INTERNATIONAL, INC will receive an affiliate commission. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website and Services. Your linking to any other off-site resources is at your own risk.

## Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content: (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, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to

spam, phishing, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

## Intellectual property rights

"Intellectual Property Rights" means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by ASP International, Inc. or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with ASP International, Inc. All trademarks, service marks, graphics and logos used in connection with the Website and Services, are trademarks or registered trademarks of ASP International, Inc. or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Website and Services may be the trademarks of other third parties. Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of ASP International, Inc. or third party trademarks.

## Disclaimer of warranty

You agree that such Service is provided on an "as is" and "as available" basis and that your use of the Website and Services is solely at your own risk. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Services will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service or that defects in the Service will be corrected. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of Service is done at your own discretion and risk and that you will be solely responsible for any damage or loss of data that results from the download of such material and/or data. We make no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by you from us or through the Service shall create any warranty not expressly made herein.

## Limitation of liability

To the fullest extent permitted by applicable law, in no event will ASP International, Inc, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages. To the maximum extent permitted by applicable law, the aggregate liability of ASP International, Inc. and its affiliates, officers, employees, agents, suppliers and licensors relating to the services will be limited to an amount greater of one dollar or any amounts actually paid in cash by

you to ASP International, Inc. for the prior one month period prior to the first event or occurrence giving rise to such liability. The limitations and exclusions also apply if this remedy does not fully compensate you for any losses or fails of its essential purpose.

## Indemnification

You agree to indemnify and hold ASP International, Inc. and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website and Services or any willful misconduct on your part.

## Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

## Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of Texas, United States without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of United States. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in Texas, United States, and you hereby submit to the personal jurisdiction of such courts. You hereby waive any right to a jury trial in any proceeding arising out of or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

## Assignment

You may not assign, resell, sub-license or otherwise transfer or delegate any of your rights or obligations hereunder, in whole or in part, without our prior written consent, which consent shall be at our own sole discretion and without obligation; any such assignment or transfer shall be null and void. We are free to assign any of its rights or obligations hereunder, in whole or in part, to any third party as part of the sale of all or substantially all of its assets or stock or as part of a merger.

## Changes and amendments

We reserve the right to modify this Agreement or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will revise the updated date at the bottom of this page. Continued use of the Website and Services after any such changes shall constitute your consent to such changes.

## Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

### Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to [CUSTOMERSERVICE@ASPCLIPS.COM](mailto:CUSTOMERSERVICE@ASPCLIPS.COM)

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