

## Terms, Conditions, Warranties

All purchases and sales from Quality Elevator Pads, LLC. ("Quality" or "us" or "we") are subject to these Terms and Conditions. Quality reserves the right to update or modify these Terms and Conditions at any time without prior notice.

- 1) All pricing and shipping quotes are subject to change or withdrawal by us prior to acceptance by you and do not include any applicable tax unless otherwise noted. Elevator wall pads and elevator floor mats are custom-made products and payment is expected in full. Orders will be processed after payment has been approved. Elevator pads and elevator mats are custom-made products and no refunds are permissible.
- 2) Quality will do our best to make good on your order and can not be held responsible for client measurement errors. All orders, every box, must be opened and physically inspected within 3 days of confirmed delivery. We can not be held responsible for the quality and integrity of any goods that have not been opened and physically inspected within 3 days of confirmed delivery. Environmental elements and/or misuse of uninspected goods (no defect is caused by willful damage, negligence, incorrect storage or application, incorrect use, movement, installation or assembly or defects caused by fair wear and tear) invalidates the warranty of said goods if not inspected within 3 days of receipt. We will work with clients in good faith with the manufacturer to resolve any defects in manufacturers' materials and/or workmanship.
- 3) All sales are F.O.B. point of origin. Quality shall retain a security interest in all material furnished hereunder and not paid for in full within thirty (30) days of shipment. You agree that a copy of these Terms and Conditions may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.
- 4) Quality hereby exclude to the full extent allowed by law all liability of any kind whatsoever to the purchaser or any other party for any loss, damage or loss sustained or incurred by the purchaser or any other party in consequence of or resulting by, directly or indirectly, the supply of, use of, or performance of any products or services for whatever reason whether arising out of any breach by us of any contract incorporating these Conditions or negligent or wrongful acts by the Company or its servants or its agents in connection with its products and or its services, and limits any liability that it might nevertheless have to a maximum amount being the invoiced price of the products or services in question. Under no circumstances shall we be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Certain jurisdictions do not allow for the exclusion of incidental or consequential damages, so the limitations in this Section 4 may not be applicable.
- 5) Quality shall not be liable to purchaser or any other person for any loss, damage or delay due to any cause beyond either party's reasonable control, including but not limited to acts of government, strikes, lockouts, other labor disputes, fire, explosion, then, weather damage, hurricane, flood, earthquake, riot, civil commotion, war, mischief or act of God.
- 6) Our manufacturers:
  - A. Palmer Pads fully warranties the materials and workmanship that goes into each product they build.  
Warranty: Palmer Pads fully warranties the materials and workmanship that goes into each product we build. All products manufactured by Palmer are warranted to be free from defects in materials and workmanship for a period of (1) year. This warranty covers costs associated with repair or complete replacement of the item once it is received at our factory location. Any product believed to be defective must be shipped to our factory for evaluation. If, after inspection and at the sole discretion of Palmer Pads, we concur that the product was defective in materials and/or workmanship, Palmer will determine the best possible solution (repair or replace) and will reship the item to the original purchaser at no charge. Any misuse of Palmer Pads products shall void this warranty. PALMER PADS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH PRODUCTS WE BUILD.
    - i) Palmer will make good at its option by repair or replacement any articles sold by it which, within ninety (90) days after delivery, are shown to Palmer's satisfaction to have been, at the time of delivery, defective where such defect is solely attributable to defective workmanship or materials provided that:
      - ii) Palmer is immediately notified upon detection; and,
      - iii) no defect is caused by willful damage, negligence, incorrect storage or application, incorrect use, movement, installation or assembly or defects caused by fair wear and tear; and,
      - iv) If required by Palmer goods are returned to Palmer within one month of the discovery of the defect.
      - v) IN ADDITION TO ALL OTHER INSTRUCTIONS CONCERNING THE USE OF THE PADS, ALL PADS MUST BE KEPT AT LEAST ONE (1") INCH FROM THE ELEVATOR DOORS (THAT IS SIDES, BOTTOM AND TOP OF THE DOORS) IN ORDER TO AVOID ANY ENTANGLEMENT OR INTERFERENCE WITH THE DOORS, WHICH ENTANGLEMENT OR INTERFERENCE MAY RESULT INJURY OR DEATH TO PERSONS OR DAMAGE TO THE ELEVATORS OR OTHER PROPERTY.

## Terms, Conditions, Warranties

- vi) By purchasing from Palmer through Quality, you agree that the laws of the Commonwealth of Massachusetts, where they are based, without regard to conflicts of laws principles, will apply to all matters relating to the purchase of products from Palmer. Any litigation will be brought exclusively in Suffolk County, Massachusetts and you consent to the jurisdiction of the Federal and State Courts located therein, submit to the jurisdiction thereof and waive the right to change venue.
- B. Eagle Mat & Flooring Products
  - i) Warranty: All products have a one-year limited warranty from the date the product was shipped, which will be honored as Eagle Mat & Floor Products, Inc. is not responsible in any way (including, but not limited to, legal responsibility) for any faulty products sold, misuse of any products sold, or negligence by the customer.
  - ii) Eagle Mat highly recommends and requires all customers to make sure they have received the proper product(s) ordered and that these products are in proper working order and condition before use. Additionally, we strongly urge all customers to become fully educated on their product(s) before using them.
- 7) To the fullest extent permitted by law, you agree to hold Quality, Palmer Pads and Eagle Mat & Floor Products harmless, and defend Quality, Palmer Pads and Eagle Mat & Floor Products and indemnify Quality, Palmer Pads and Eagle Mat & Floor Products against any claim or suit for personal injury or property damage arising out of this contract unless such damage or injury arises from our sole negligence.
- 8) This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document, and supersedes any prior written or oral communication relating to the same subject. Any amendments or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.

## Privacy Policy

Protecting your private information is our priority. This Statement of Privacy applies to Quality Elevator Pads, LLC and qualityelevatorpads.com and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to Quality Elevator Pads, LLC and qualityelevatorpads.com will be referred to as "Quality", "we" and/or "us". By using the qualityelevatorpads.com website, you consent to the data practices described in this statement.

### Collection of your personal information

Quality does not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to purchase products available on our site. These may include: (a) registering for an account on our site, (b) sending us an email message, (c) messaging us through the chat feature on our site, (d) submitting your credit card or other payment information when ordering and purchasing products from our site and/or over the phone. To wit, we will use your information for, but not limited to, communicating with you in relation to products or services you have requested from us. Quality may also gather additional personal or non-personal information in the future.

### Sharing information with third parties

Quality does not sell, rent or lease its customer list to third parties.

Quality may share data with trusted third parties to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Quality and are required to maintain the confidentiality of your information.

Quality may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Quality or the site, (b) protect and defend the rights or property of Quality, and/or (c) act under exigent circumstances to protect the personal safety of users of Quality or the public.

### Automatically collected information

Information about your computer hardware and software may be automatically collected by Quality. This information can include: your IP address, browser type, domain names, access times and referring websites. This information is used for the operation of the service to maintain quality of the service and to provide general statistics regarding the use of our website.

### Use of cookies

The Quality website may use 'cookies' to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you and can be only read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a specific page. For example, if you personalize Quality pages or register with the Quality site or services, a cookie helps Quality recall your specific information on subsequent visits. This simplifies the process of recording your personal information such as shipping addresses and so on. When you return to the same Quality site, the information you previously provided can be retrieved so you can easily use the site features you customized.

### Security of your personal information

Quality secures your personal information from unauthorized access, use or disclosure. Quality uses the following methods for this purpose: (a) SSL protocol - when personal information (such as a credit card) is transmitted to other websites, it is protected through the use of encryption, such as the SSL protocol. (b) any personal information received by email or over the phone is stored in a locked device and/or file cabinet, inside a locked office.

Quality strives to take appropriate security measures to protect against unauthorized access to or alteration of your personal information. Unfortunately, no data transmission over the internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, you acknowledge that: (a) there are security and privacy limitations inherent of the internet which are beyond our control; and (b) security, integrity, and privacy of any and all information and data exchanged between you and Quality through our site cannot be guaranteed.

### Children under thirteen

Quality does not knowingly collect personally identifiable information from children under the age of thirteen. If you are under the age of thirteen, you must ask your parent or guardian for permission to use our site.

### E-mail communications

From time-to-time, Quality may contact you via email for the purpose of providing announcements, promotional offers, alerts, confirmations, surveys and/or other general communication. In order to improve our services, we may receive a notification when you open an email from Quality or click a link therein.

### Changes to this statement

Quality reserves the right to change this privacy policy from time to time. Quality will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account, by placing a prominent notice on our site, and/or by updating ant privacy information on this page. Your continued use of the site and/or services available through this site after such modifications will constitute: (a) acknowledgment of the modified privacy policy and (b) agreement to abide and be bound by that policy.

### Contact information

Quality welcomes your questions or comments regarding this statement of privacy. If you believe that Quality has not adhered to this statement, please contact Quality by email at: qualityelevatorpads@gmail.com or please call (203) 703-2954.

Quality reserves the right to update or modify these Privacy Policies at any time without prior notice.