



## NITTO TERMS AND CONDITIONS FOR THE ONLINE SALE OF ZELO PRODUCTS

### 1. IMPORTANT CONSUMER INFORMATION ABOUT TERMS & CONDITIONS.

**THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS AS A CONSUMER, AS WELL AS CONDITIONS, LIMITATIONS, EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

**BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**

**YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU: (A) DO NOT AGREE TO THESE TERMS; (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH [NITTO, INC.], OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.**

These terms and conditions ("Terms") apply to the purchase and sale of products and services through [ZeLoClean.com](http://ZeLoClean.com) ("Site"). These terms are subject to change by Nitto, Inc. (referred to as "us", "we", "our" or "Nitto") without prior written notice at any time, and in our sole discretion. The latest version of these Terms will be posted on this Site, and you should review these Terms and conditions before purchasing any product or services that are available through this Site. Your continued use of this Site after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of this Website's Terms of Use that apply generally to the use of this Site. You should also carefully review our Privacy Policy which can be found at [nitto.com/privacy](http://nitto.com/privacy) before placing an order for products or services through this Site.

2. **ORDER ACCEPTANCE AND CANCELLATION.** You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. All offers, orders, order confirmations, sales, invoices, transactions, and agreements are subject to final acceptance by Nitto at its sole discretion. After having received your order, we will send you a confirmation email with our order number and details about the items you have ordered. Acceptance of your order and the formation of a contract of sale between you and Nitto will not take place unless and until you have received your order confirmation email. Nitto accepts Customer's orders only on the condition that Customer agrees to accept the terms and conditions of sale set forth herein and to waive any terms and conditions contained in any order form, confirmation order, or any other writing of Customer, whether previously or hereafter delivered, which either add to, differ from,

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modify, conflict with, or are otherwise inconsistent with any term or condition herein. You will have the option to cancel your order at any time before we have sent your order confirmation email by calling our Customer Service Department at 1 (800) 755-8273. Furthermore, any additional or different terms in the Customer's forms are hereby deemed to be material alterations and notice of objection and rejection to them is hereby given. This agreement supersedes any inconsistent terms and conditions in any documentation submitted by Customer to Nitto.

### 3. SHIPMENT POLICY.

**A. Delivery.** We will arrange for the shipment of the products to you. Please check the individual product page for specific delivery options. Shipping and delivery dates are estimates only and cannot be guaranteed. Once Nitto ships your order, the order becomes the responsibility of the package carrier. We are not liable for missing or stolen packages. Production delivery schedules quoted are based on lead times in effect on the date of a quotation. Nitto's actual delivery commitment will be based on lead times in effect on the date of order acceptance. We are not liable for any delays in shipment.

**B. Shipping Costs and Terms/Risk of Loss.** You will pay all shipping and handling charges specified during the order process. Purchases from Nitto may take up to twenty-four (24) hours to process. It is your responsibility to account for weekends, holidays and hours of operation for your selected carrier when selecting a shipping method at checkout. Title and risk of loss pass to you once Nitto ships your order. All shipments will be FCA Shipping Point of Nitto unless otherwise agreed upon between Nitto and customer in writing. Whenever a Customer is a North American company, the sale is a domestic sale, and, in the event of any subsequent export, Customer shall be solely responsible for U.S. export clearance and all export formalities, including, but not limited to, compliance with Section 16, notwithstanding any other terms of sale.

**4. MONEY BACK GUARANTY.** We take pride in our ZeLo products, and we hope that you enjoy them as much as we do. We also value our customers. That's why Nitto offers a thirty (30) day money back guarantee on all purchases of ZeLo tape products. If you are not satisfied with the product **for any reason**, you may return the unused portion of the product to Nitto within thirty (30) days your receipt of the following the procedure set forth in Section 8, for a full refund of the purchase price (less shipping and handling charges).

**A.** Except for any product designated on the Site as non-returnable, we will accept a return of the product(s) for a refund of your purchase price less the original shipping and handling costs, provided that such return is made within thirty (30) days of delivery, and provided that such products are returned in their original condition.

### 5. LIMITED WARRANTY.

**A.** In addition to the money back guarantee, Nitto represents and warrants, for a period of one (1) year from the date of delivery ("**Warranty Period**"), that products sold to the Customer hereunder will be free of defects in workmanship and material. We also warrant that during the one (1) year Warranty Period

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from the date of delivery, the services purchased from this Site will be performed in a workmanlike manner and in accordance with generally recognized industry standards for similar services.

- B. With respect to any defective product during the Warranty Period, Nitto, at its sole option and discretion, will either (i) replace such product (or the defective part) free of charge; or (ii) refund the purchase price of such product). We will also pay for shipping and handling fees to return the replacement product to you if we elect to replace the defective product.-
- C. This Limited Warranty will apply only if you have (i) notified Nitto in writing about any defect in the product; (ii) described the defect in reasonable detail; (iii) within two (2) weeks after you discover the defect or should have reasonably discovered the defect; and (iv) followed the procedure for requesting a remedy as set forth in Section 8.
- D. This Limited Warranty does not extend to the following: (i) products which have been subject to misuse, improper care, neglect, accidents, normal wear and tear, or the natural breakdown of colors or materials over extended time and use; (ii) transportation; (iii) storage; (iv) modifications; (v) combinations or use with any products, materials, processes, systems or other matter not provided or authorized in writing by Nitto; (vi) unauthorized repair; (vii) failure to follow the product instructions or to perform preventative maintenance; and (viii) other actions beyond Nitto's reasonable control
- E. The Warranty Period is not extended if we replace a warranted product or re-perform a warranted service. We may change the availability of this Limited Warranty at our discretion, but any changes will not be retroactive. This warranty gives you specific legal rights, and you may also have other rights which vary depending on the jurisdiction.

THIS LIMITED WARRANTY ONLY APPLIES IN THE JURISDICTIONS OF THE UNITED STATES AND CANADA.

## **8. WARRANTY SERVICES.**

- A.** You must obtain a Return Material Authorization Number (“**RMA**”) from Nitto before you can return a product.
- B.** To obtain warranty service you must call 1 (800) 755-8273 or email our Customer Service Department at [na-customerservice@nitto.com](mailto:na-customerservice@nitto.com) during the Warranty Period to obtain an RMA number. No warranty service will be provided without an RMA number.
- C.** No shipments of returned products will be accepted without an RMA number.
- D.** Replacement or refund for the products returned to Nitto as specified above will occur only after Nitto has received the returned product, reviewed the reasons for return, and determined that the returned goods either complied with the money-back guarantee set forth in Section 6 or breached the limited warranty set forth in Section 7.
- E.** You are responsible for all shipping and handling charges on returned items. Surface transportation will be used for transportation of returned products unless Nitto authorizes the use of some other mode of transportation. Nitto will reimburse you only for the cost of transportation to Nitto of those products returned which Nitto determines to be defective.

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- F. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection.
- G. Refunds are at our sole discretion. If we decide to issue a refund instead of a replacement, your refund will be credited back to the same payment method used to make the original purchase on the Site.

**9. DISCLAIMER OF WARRANTY.** THE LIMITED WARRANTY SET FORTH IN SECTION 7 HEREOF IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED. WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

**10. LIMITATION OF REMEDY.**

- A. OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPLACEMENT OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. OUR RESPONSIBILITY FOR DEFECTIVE SERVICES IS LIMITED TO REPAIR, REPERFORMANCE OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR EMPLOYEES, SUPPLIERS, AGENTS, REPRESENTATIVES, SUCCESSORS OR ASSIGNS WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.
- B. THIS LIMITED WARRANTY EXTENDS ONLY TO THE ORIGINAL PURCHASE OF PRODUCTS OR SERVICES FROM THE SITE. IT DOES NOT EXTEND TO ANY SUBSEQUENT OR OTHER OWNER OR TRANSFEREE OF THE PRODUCT OR ANY TRANSFEREE OR OTHER BENEFICIARY OF THE SERVICE.
- C. THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREAK OF THIS LIMITED WARRANTY. YOUR EXCLUSIVE REMEDY AND NITTO'S EXCLUSIVE OBLIGATION WILL BE AS NITTO ELECTS TO EITHER REPLACE OR REFUND THE FULL PRODUCT WITHIN A REASONABLE PERIOD OF TIME LESS SHIPPING AND HANDLING CHARGES. IN NO EVENT WILL NITTO BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUES OR PROFITS, LOSS OF USE, COST OF REPLACEMENT, COST OF CAPITAL AND CLAIMS OF CUSTOMERS, INTEREST CHARGES, OR ANY INCREASED COSTS) WHICH ARISE IN CONNECTION WITH THIS AGREEMENT. OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT OR SERVICE THAT YOU HAVE PURCHASED THROUGH THE SITE, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR



ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, OR COSTS OF REPLACEMENT GOODS OR SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

- D.** YOU WAIVE ALL OTHER REMEDIES, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, THE REMEDIES OF SPECIFIC PERFORMANCE AND REPLEVIN. ANY ACTION BROUGHT BY YOU IN CONNECTION WITH NITTO'S PERFORMANCE HEREUNDER MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CAUSE OF ACTION OCCURS OR WILL BE DEEMED WAIVED.

**11. INDEMNIFICATION AND PATENTS AND LICENSES.** You agree to indemnify and hold Nitto harmless from and against all claims, damages, losses, and expenses, including attorneys' fees and costs, in case it will be necessary to file or defend an action arising out of (i) Your use of the products ordered, including but not limited to liabilities arising from bodily injury, including death or property damage to any person; (ii) the alleged infringement of any patent or license through your use or sale of a manufactured good or any assembly, circuit, combination, method or process in which you use any of the products sold hereunder; (iv) the alleged infringement or any trademark or violation of any law resulting from the marking, labeling, or branding, by you of the products sold hereunder, (v) Your breach of these terms and conditions, including, but not limited to, the requirements of Section 16 or (vi) claims of governmental authorities.

**12. PRIVACY.** We respect your privacy and are committed to protecting it. Our Privacy Policy [nitto.com/privacy](http://nitto.com/privacy) Governs the processing of all personal data collected from you in connection with your purchase of products or services through this Site.

**13. INTELLECTUAL PROPERTY RIGHTS.** You do not acquire any rights in respect of the intellectual property rights of Nitto, or its affiliated companies, used in connection with the products or services, and all such rights and related goodwill are, and will remain, vested in the party that is the owner of the intellectual property right.

**14. PRICES.** All prices quoted by Nitto will be subject to change without notice.

**15. FORCE MAJEURE.** Any delays in or failure by either party in the performance of any obligations hereunder shall be excused if and to the extent such failures or delays are caused by occurrences beyond a party's reasonable control, including Acts of God, strikes or other labor disturbances, war, whether declared or not, fire, inability to secure transportation, or any other cause which cannot be reasonably controlled by such party.

**16. COMPLIANCE WITH LAWS.** You warrant that you shall continue, in performing hereunder, to comply with all applicable laws in the relevant jurisdictions, including, but not limited to the Magnuson-Moss Consumer Warranty Act; The Clean Air Act, 42 U.S.C. S7401 et seq.; The Clean Water Act, 33 U.S.C. S1251 et seq.; The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. S9601 et seq.; The Toxic Substance Control Act, 15 U.S.C. S2601 et seq.; The Resource Conservation and Recovery Act, 42 U.S.C. S6901 et seq.; The Safe Drinking Water Act, 21 U.S.C. S349 et seq.; The National Environmental Policy Act, 42 U.S.C. S4321 et seq.; Occupational Safety and

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Health Act, 29 U.S.C. S651 et seq.; together with any amendments thereto and regulations promulgated thereunder; federal and state automotive and other safety requirements; the Fair Labor Standards Act of 1938; and (if the applicable purchase order is made with reference to a government contract) the applicable provisions of the Armed Services Procurement Regulations, the Federal Procurement Regulations, and Executive Order 11246 of September, 1965. Any costs incurred by Nitto as a result of Customer's non-compliance may be charged back to the Customer. The remedies provided for in this section shall be in addition to any other remedies provided for herein or by law.

**17. GOVERNING LAW.** This agreement will be governed and construed in accordance with the laws of the State of New York, without application of any choice of law rules, conflict of laws principles, or the provisions of the 1980 United Nations Convention on contracts for the International Sale of Goods.

**18. ARBITRATION. Please carefully read this provision, which applies to any dispute between Customer and Nitto.** For any dispute you have with Nitto with respect to the products sold hereunder, you agree to first contact Nitto using the remedy procedures set forth in Section 8 in an attempt to resolve the dispute informally. Each party hereby agrees that in the event that both parties are not able to resolve the dispute, all claims, and disputes (including, but not limited to, third-party claims) arising out of or relating to this Agreement will be settled by confidential and binding, individual arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration will be New York, New York and the arbitration will be conducted in English. Any decision or award as a result of any such arbitration proceeding must (a) be in writing, (b) provide an explanation for all conclusions of law and fact, and (c) include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration must be conducted by an arbitrator experienced in the subject matter of the dispute and include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. Notwithstanding the above, you may opt out of this arbitration provision by emailing Nitto at [na-marketing@nitto.com](mailto:na-marketing@nitto.com) within thirty (30) days after consenting to this Agreement, stating your Name and e-mail address and intent to opt out of the arbitration provision; in such case, the parties hereby irrevocably consent to bring any action to enforce this Agreement in the federal or state courts located in Manhattan County, New York, USA.

**19. VALIDITY OF PROVISIONS: SEVERABILITY.** The provisions hereof will be interpreted to be valid and enforceable under applicable law to the extent that such interpretation does not materially alter such provisions; provided, that if any such provision becomes invalid or unenforceable under applicable law, such provision will be stricken to the extent necessary and the remainder of such provision and the remainder of these General Terms and Conditions will continue in full force and effect.

**20. NON-WAIVER OF RIGHTS.** No failure or delay by Nitto in exercising any right or remedy hereunder will operate as a waiver of or impair any such remedy. No single or partial

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exercise or any such right or remedy will preclude any other, or further exercise thereof, or the exercise of any other right or remedy hereunder or law. No waiver of any such right or remedy will be affected unless given in a signed written notice. No waiver of any right or remedy will be deemed the waiver or any other right or remedy. No term or provision thereof will be construed to limit in any manner the rights or remedies available to Nitto under the law or otherwise, but rather, are in addition to and cumulative of such other rights or remedies.

**21. ENTIRE AGREEMENT: MODIFICATION.** You and Nitto agree that this agreement is the final expression of their agreement and is the complete and exclusive statement of the terms and conditions of their agreement, and supersedes all agreements, understandings, or discussions, whether oral or written, entered into prior to or contemporaneously herewith. This agreement may not be modified or amended except in writing and signed by Nitto.