

# Terms and Conditions of Sale

Date Last Modified: 08-28-2023

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

**BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM US (AS DEFINED BELOW), YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS AND IF ORDERING PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU ARE ADDITIONALLY BOUND BY OUR WEBSITE TERMS OF USE AVAILABLE AT <https://rubber-inc.com/cpg10/our-policies/pg124/terms-of-use/>, OR ANY SUCCESSOR WEBPAGE THERETO (“TERMS OF USE”). YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND THE TERMS OF USE. YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM US IF YOU (i) DO NOT AGREE TO THESE TERMS, (ii) ARE NOT THE OLDER OF (A) AT LEAST 18 YEARS OF AGE OR (B) LEGAL AGE TO FORM A BINDING CONTRACT WITH RUBBER, INC., OR (iii) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE’S CONTENTS, PRODUCTS OR SERVICES BY APPLICABLE LAW.**

These terms and conditions (these “**Terms**”) apply to the purchase and sale of products and services through Rubber, Inc.’s website, available at <https://rubber-inc.com/>, or any successor webpage thereto (the “**Website**”) and any non-online sale of products and services from Rubber, Inc. These Terms are subject to change by Rubber, Inc., an Illinois corporation (referred to as “**us**”, “**we**”, or “**our**” as the context may require), without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the “Date Last Modified” referenced on the Website. You should review these Terms prior to purchasing any product or services **from us**. Your continued use of this Website after the “Date Last Modified” and any non-online order of our products and services after the “Date Last Modified” will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Terms of Use that apply generally to the use of our Website and all non-online orders of our products and services. You should also carefully review our Privacy Policy before placing an order for products or services from us (see **Section 9**).

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 via confirmation by e-mail or direct confirmation on your Website account page, or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.
3. Prices and Payment Terms.
  - a. All prices, discounts, and promotions posted by us are subject to change without notice. The price charged for a product or service will be the price advertised by us at the time the order is placed, subject to the terms of any promotions or discounts that may be applicable. The price charged will be clearly stated in your order confirmation email. Price increases will only apply to orders placed after the time of the increase. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your total price, and will be

itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

- b. Terms of payment are within our sole discretion. In order to purchase from us you must have an open account agreement with the Company that provides for payment and other terms ("Account Agreement"). All terms and provisions of your purchase shall be governed by the Account Agreement, these Terms and any other policies or terms posted on the Website.

4. Shipments; Delivery; Title and Risk of Loss.

- a. Unless otherwise agreed by us in writing, we will arrange for shipment of the products to you. You will pay all shipping and handling charges unless otherwise specified in the order confirmation. Notwithstanding the foregoing, if you and we are party to account agreement that provides shipping terms, such shipping terms will apply to your order.
- b. Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.
- c. You hereby grant to us a security interest in the products to secure the full payment and performance by you of your liabilities and obligations to us. You hereby grant to the authority to file such financing statements and other documents and take such other actions reasonably necessary to perfect our security interest in the products, including, but not limited to, a purchase money security interest in the products.

5. Returns and Refunds. Except for any products designated by us as non-returnable, we will accept a return of a product for a refund of your purchase price, less the original shipping and handling costs, provided (a) such return is made within 30 days of shipment with valid proof of purchase; (b) such product has not been designated by us as non-returnable or a special order product; (c) such products are returned in their original condition; and (d) an authorized representative of us confirmed in writing that such return is accepted and that such refund has been authorized. To return a product, you must call (800) 621-1563 or e-mail us at *info@rubber-inc.com*. You are responsible for all shipping and handling charges on returned items unless otherwise specified. 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. All returns are subject to a restocking fee.

Refunds are processed within approximately 3 business days of our receipt of your return of the applicable product. Your refund will be credited back to the same payment method used to make the original purchase, or as otherwise agreed to in writing by us. **WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED BY US AS NON-RETURNABLE OR DESIGNATED BY US AS SPECIAL ORDER.**

6. Manufacturer's Warranty and Disclaimers.

- a. We do not manufacture or control any of the products or services offered by us. The availability of products or services through our Website or otherwise does not indicate an affiliation with or endorsement of any product, service, or manufacturer. Accordingly, we do not provide any warranties with respect to the products or services offered by us. However, the products and services offered by us are covered by the manufacturer's warranty as detailed in the product's

description on our Website, included with the product, or as otherwise provided by the manufacturer (which may be provided on the manufacturer's website), as applicable. To obtain warranty service for defective products, please follow the instructions included in the manufacturer's warranty.

- b. **ALL PRODUCTS AND SERVICES OFFERED BY US ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**
- c. **SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.**
- d. **YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.**

7. Limitation of Liability.

- a. **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**
- b. **OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCTS OR SERVICES YOU HAVE ORDERED FROM US.**

- 8. Goods Not for Export. You represent and warrant that you are not buying products or services from us for export. You further represent and warrant that all purchases are intended for final delivery to locations within the US.
- 9. Privacy. Our Privacy Policy available at [<https://rubber-inc.com/cpg10/our-policies/pg69/privacy-policy/>], governs the processing of all personal data collected from you in connection with your purchase of products or services from us .
- 10. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

11. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of, or related to, these Terms shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in the City of Chicago and County of Cook. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
12. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 12 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.
13. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Rubber Inc.
14. No Third-Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.
15. Notices.
  - a. To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Website. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.
  - b. To Us. To give us notice under these Terms, you must contact us as follows: (i) by e-mail to info@rubber-inc.com or (ii) by personal delivery, overnight courier or registered or certified mail to Rubber Inc., 2419 S. Michigan Avenue, Chicago, IL 60616. We may update the facsimile number or address for notices to us by posting a notice on the Website. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.
16. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.
17. Entire Agreement. Our order confirmation, these Terms, our Website Terms of Use (applicable if an online order from this Website), and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.

**[END OF TERMS AND CONDITIONS OF SALE]**