

Terms and Conditions of Sale

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU CLICK THE “I accept the General Terms and Conditions for Online Sales” BUTTON.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR PURCHASE OF SELLER’S PRODUCTS. SELLER’S ACCEPTANCE OF YOUR ORDER TO PURCHASE OUR PRODUCTS IS EXPRESSLY MADE CONDITIONAL UPON YOUR ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED HEREIN. ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS SUPERSEDES ANY PURCHASER’S PURCHASE ORDER TERMS, WRITTEN OR OTHERWISE STATED, UNLESS A WRITTEN CUSTOMER AGREEMENT HAS BEEN ESTABLISHED WITH THE SELLER AND SIGNED BY BOTH PARTIES.

1. Definitions. The term “Seller” or “We” means Coatings2Go, LLC, located at 399 Concord Street, Carlisle, MA 01741. The term “Buyer” or “You” means the individual, corporation or other legal entity that has submitted an order for products to Seller. “Product or Products” means the products, materials and related services that Seller offers on its website (www.coatings2go.com) (the “Website”) and Buyer desires to purchase from Seller. “Terms and Conditions” means these terms and conditions of sale and collectively are referred to as the “Agreement”. “Order” means submitting an order for Products on Seller’s website or placing an order with Seller by other means such as submitting a purchase order. “Common Carriers” means the U.S. postal service and carriers such as FedEx, UPS, and DHL. A “Private Shipper” means any shipping company other than a Common Carrier with which the Buyer contracts to ship Products. “Total Purchase Price” means the list price of a product on the Website or in marketing information provided by the Seller, excluding packaging, processing and handling fees, shipping costs, taxes, and customs or duties charges. “Purchase Order” or “PO” means an electronic or paper form submitted to place an order for a Product, which includes all necessary Buyer information, shipping account information and reasonable deliver dates. “Time of Purchase Sale” means any order made through the website that is paid for at the time the order is placed. “Customer Agreement” means an agreement that is made between the Seller and Buyer and signed by both parties that contains the terms and conditions for Buyer’s purchase of Products.
2. Order Acceptance. Buyer and Seller agree that Seller will sell to Buyer Product ordered through Seller’s website or by a purchase order (“Order”) submitted to Seller and that each Order that is placed or purchase made shall be subject to and governed by these terms and conditions of purchase (“Agreement”). Buyer’s assent to the terms and conditions of the Agreement shall be conclusively presumed when Buyer completes and submits an electronic order, via Time of Purchase Sale or Purchase Order, through Seller’s website. Any modification to these Terms and Conditions or any attempt by Buyer to vary any of the terms of the Order must be in a writing signed by both parties to be effective.

After You have placed your order:

You will receive an email to acknowledge your order. It will confirm which products You have ordered, but it may not constitute an acceptance of your order. You may be directed to a third-party site to complete your order.

We do not have to accept your order, and for example, we will not accept your order if:

- You do not accept these Terms and Conditions or a Customer Agreement has not been signed
- There is information needed from the Buyer to complete the order [The order does not have complete and correct information from the Buyer]
- We do not have the Products in stock
- Your payment is not authorized
- There is an error on our Website regarding the price or other details of the Products
- You have canceled your order

We reserve the right to refuse any order.

If you cancel an order, we reserve the right to charge you a handling fee.

While we make every effort to ensure that the Products shown on our website are currently available at the price shown, we cannot guarantee that this will always be the case. If Products you have ordered are unavailable, you will be notified as soon as possible.

3. Payment; Shipping; Processing and Handling; Delays. Payment for Product sales other than Time of Purchase Sales is due 30 days from the date of Seller's invoice. Time of Purchase Sale payments are subject to an additional ten percent (10%) Packaging, Processing and Handling fees that will be added to the Total Purchase Price. Payment shall be made in US Dollars. Buyers can select one of the payment methods described on the Website for an online order. Buyers that have submitted a PO may pay by credit card, but will be subject to an additional five percent (5%) processing fee, which will be added to the Total Purchase Price invoiced by Seller to Buyer.

Seller reserves the right to exclude or include particular payment methods at any time. Packing, handling and shipping costs, if any, will be added to the Order's Total Purchase Price. All Orders are subject to credit approval by Seller. First-time buyers must provide credit references if submitting a PO, or pay at time of sale. All Products are sold FOB Origin (Carlisle, MA, USA). Buyer shall pay all shipping costs and title and risk of loss transfers when the Products are delivered to the common carrier by Seller. The Buyer will be notified by confirmation email that their order has or will be shipped. The confirmation email will include the tracking number for the order. The Buyer is responsible for selecting the time or day the order will be delivered, not the Seller. If the Common Carrier confirms delivery of the Buyer's order on the carrier's website, but the Buyer does not receive their order or it is delayed in pick-up by the Buyer, the Seller shall not be liable for the delay or failure to deliver the order and is not responsible for replacing or reimbursing the Product in such order.

Purchase Orders. Buyers who purchase using a PO must provide shipping account information to Seller. Buyers may also identify a shipping company that will be handling their order. If a Buyer is using a Private Shipper, the Buyer must handle all communications with and provide all necessary information to the shipper and the Seller is not responsible for providing information or communications to the Buyer's shipper. If a Buyer does not have a means of shipping or a shipping company listed on the submitted PO, the Seller may choose to ship the product using a carrier of Seller's choosing. The Buyer will be billed for all shipping costs along with a Processing Fee. The Seller reserves the right to refuse to ship orders.

Unless otherwise agreed in writing, delivery dates are estimates and delivery time is not of the essence. Seller shall use reasonable efforts to fill this Order in accordance with the estimated shipping

date. Seller shall not be responsible for any delays in filling an Order, including any cancellation of an Order by Buyer. Seller shall not be liable for any losses or damages resulting from such delays

4. Product Samples

Coatings2Go is not responsible for the use of any of the product information or descriptions on the Website, and you must make your own determination of the suitability and completeness of the information and products for your own use. You should conduct your own testing. The product samples that you order from us are provided “as is” and without a warranty of any kind or nature. All expressed and implied warranties for product samples, including any implied warranty of merchantability and warranty of fitness for a particular purpose and warranty arising out of the party’s course of dealing are hereby disclaimed by Coatings2Go. You are responsible for handling and disposal of samples according to local, regional and federal regulations. Coatings2Go assumes no responsibility for coverage, performance or injuries resulting from storage, handling or use, and liability, if any, shall be limited to sample replacement. IN NO EVENT SHALL COATINGS2GO, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES IN CONNECTION WITH YOUR PURCHASE OR USE OF PRODUCT SAMPLES. ALL DAMAGES, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE, RESULTING FROM ANY USE OF THE PRODUCT SAMPLES ARE EXCLUDED EVEN IF COATINGS2GO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In the event that samples supplied by Coatings2Go are defective, Coatings2Go shall at its option replace the defective samples or refund the purchase price including freight charges. This remedy is customer’s entire and exclusive remedy for defective product samples.

5. Information and materials on our Website. There may be special instructions for the use of our Products or materials provided on certain parts of our Website. These special instructions may be posted near the Products or materials, and may also be posted separately from the Products or downloadable or provided electronically to you. This information is provided to you ‘as is’ and without warranty of any kind. We are not responsible for and do not assume any liability associated with your use of the information and materials that are on our website or provided with our Products.

6. Taxes, Duties and other charges. The price and other charges stated on any price schedule for the Products do not include: (a) state or federal sales, use, excise or similar tax, (b) taxes on shipping; or (c) customs, duties or similar charges, (if any) now in effect or hereafter levied by reason of this transaction. Payment of all such taxes or charges or obtaining exemption from such taxes or charges shall be the responsibility of Buyer. The Seller is not responsible for establishing whether the Buyer must pay taxes, duties or other charges on the Seller’s Products, nor responsible for paying any taxes on the use of the Seller’s Product after the Buyer’s purchase.

The Product price also does not include customs, duties, or taxes on shipping costs. Taxes on shipping for Time of Purchase Sales may be added by Seller to the Total Purchase Price.

7. Use of Personal Information

(1) To order Product on the Website, you need to supply contact and other information. You are responsible for keeping this information correct, confidential, and up to date.

(2) By completing the order form, you ensure and take full responsibility that the entered data truly identifies You as a natural person or as a representative of the specified organization. If You place an Order on behalf of an organization, You ensure that you have the authority to do so.

(3) The Seller is not liable for any consequences that may result from incorrect, incomplete, or false information You have entered or from data you have changed subsequently to your Order.

(4) You are required to enter your payment details. Online payment information related to your Order is processed by the payment service provider you select. The Seller does not receive detailed information (such as your credit card number) from transactions but instead receives information about whether the payment has been performed successfully or not.

(5) By placing your Order, you agree that your contact and payment information may be used to process your payment and to execute your Order.

Seller will disclose your personal information to third parties only to the extent necessary to process your payment, to enforce and fulfill this Agreement, to comply with legal and administrative obligations, or to prevent, detect, mitigate, and investigate fraudulent or illegal activities related to the use of the Products. Please see Seller's [Privacy Policy](#) (which can be found here: <https://coatings2go.myshopify.com/3516301421/policies/11971723373.html>) for other information about how your personal information is retained and used.

8. Inspection, Acceptance or Rejection. Inspection, acceptance or rightful rejection of Products shall be made promptly by Buyer within seven (7) days after Buyer's receipt of Products. Buyer shall promptly notify Seller in writing (via facsimile, e-mail or US mail) if Buyer believes that any Products delivered hereunder have any material defects and shall hold such Products pending Seller's inspection or instructions regarding rejected Products.
9. Force Majeure. Seller will not be liable for failure in the performance of its obligations hereunder where such performance has been delayed, prevented or rendered commercially impractical due to accidents; differences with workmen; strikes; shortage of labor; inability to obtain materials, fuel or power from normal sources; fires, floods or other acts of God; acts or omissions of Buyer; priorities required, requested or granted for the benefit of any Federal or state government; restrictions imposed by Federal or any state legislation or regulations thereunder; or any cause, whether similar or dissimilar to those enumerated, beyond the reasonable control of Seller.
10. Handling and Disposal. Buyer is responsible for handling and disposal of purchased Products according to local, regional and federal regulations.
11. Warranty. Seller warrants to Buyer that the Products, at the time of shipment to Buyer hereunder will be free of material defects. All warranty claims must be made in writing by Buyer to Seller within thirty (30) days following shipment of the Products to which such warranty claim relates. EXCEPT AS SPECIFICALLY SET FORTH IN THESE TERMS AND CONDITIONS OF SALE, THE PRODUCTS ARE SOLD "AS IS" AND SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT). Seller will, subject to applicable laws, have the option, in its sole discretion to: (a) repair or replace the covered Products with new Products; or (b) refund the original unit purchase price upon the return of the defective Product.

What This Limited Warranty Does Not Cover: This Limited Warranty does not cover Products that have been subject to: (i) modifications, alterations, dilutions or tampering; or (ii) handling, storage, installation, testing, or use not in accordance with the specifications or other instructions provided by Seller.

12. Intellectual Property. The sale of Products covered by this Order shall not grant to Buyer any right or license of any kind under any patent or other intellectual property right owned or controlled by Seller or under which Seller is licensed, but the foregoing shall not be understood to limit in any way Buyer's right to use such Products for its general business purposes. Seller retains all rights of ownership in the information and materials provided on Seller's website or that accompanies the Products. In addition, Seller retains all rights in its trademarks and Buyer is not granted any right or license to use Seller's trademarks. All intellectual property rights not expressly granted by Seller to Buyer are reserved.
13. Indemnity. Buyer shall release, hold harmless, indemnify and defend Seller, its present and future officers, directors, officials, employees, agents, subsidiaries, affiliates, successors and assigns from any liability (including without limitation liability for negligence or strict liability) claims, losses, suits, demands, penalties, fines, forfeitures, damages and costs caused by, arising out of or relating to the Products supplied hereunder, the design of Products supplied hereunder or the design of the packages or containers in which Products are shipped, if such Products' packages or containers are made in compliance with Buyer's designs or specifications, or any act or omission of Buyer or its successors, assigns, agents, representatives or employees.
14. Cancellation of Order. Buyer may cancel an order once it has been placed. Seller reserves the right to charge Buyer reasonable cancellation fees in connection with such cancellation.
15. Limitation of Liability. Seller's liability and Buyer's exclusive remedy for any tender of nonconforming or defective Products or breach of warranty is expressly limited to Seller's choice of (A) the replacement of defective Products with conforming Products FOB Carlisle, Massachusetts, or (B) the repayment of that portion of the purchase price represented by defective Products. Such replacement or repayment will be made only upon return of the nonconforming or defective Products, which may be returned at Seller's cost only after inspection by Seller and receipt by Buyer of definite shipping instructions from Seller. Seller shall not be liable for any incidental, consequential, indirect, special, exemplary, contingent, or punitive damages of any kind including those for (A) any breach of contract or warranty, whether based on theories of breach of warranty, breach of contract, tort, negligence, strict liability or otherwise; (B) the tender of defective or nonconforming Products; (C) breach of any other provision of this agreement; or (D) any claim of any kind arising out of or relating to any Order or Seller's performance in connection therewith. In any event, Seller's liability to Buyer shall not exceed the purchase price of the Products paid by Buyer on which such liability is based. Buyer assumes all other liability for any loss, damage or injury to persons or property arising out of, connected with or resulting from the use of the Products, either alone or in combination with other products.
16. Dispute Resolution. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Massachusetts, USA, without regard to conflict of laws principles that would cause the application of the laws of any jurisdiction other than the laws of the Commonwealth of Massachusetts to the rights and duties of the parties. The parties agree to discuss in good faith any dispute that may arise in connection with the subject matter of this Agreement. Neither party will bring a legal action under this Agreement more than one year after the cause of action arose. In the event of any legal action related to the subject matter hereof, the parties agree to irrevocably submit to the exclusive personal jurisdiction of the state or federal courts located in Boston, Massachusetts.

17. Buyer's Warranty. Notwithstanding any other provision contained herein or any other obligation of Buyer hereunder, Buyer, upon acceptance of Products that are the subject of this Order, warrants that Buyer, its successors, assigns, agents and employees possess the knowledge and expertise to use the Products in accordance with (i) accepted industry standards, (ii) all applicable laws, (iii) prudent safety practices and (iv) instructions provided by Seller, if any.
18. Confidentiality. Unless otherwise agreed in writing by Seller, Buyer will not disclose the pricing or other terms of this Order to any third party. Seller will not disclose the Buyer-proposed specifications to any third party, other than an affiliate and those required to access such information for the purpose of Seller fulfilling its obligations hereunder.
19. Successors/Assignment. These terms and conditions shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors and permitted assigns. Buyer may not sell, assign, transfer, convey or delegate any of its rights or obligations under this Order without the prior written consent of Seller.
20. Complete Agreement. These Terms and Conditions, together with Seller's [Terms of Use](#) (which can be found at <https://coatings2go.myshopify.com/3516301421/policies/11971756141.html>) form the final, complete and exclusive agreement between Seller and Buyer for purchase of Products. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by both parties.
21. Miscellaneous. A party's failure to act with respect to another party's breach of any provision contained herein does not constitute a waiver. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected. These terms and conditions will survive the fulfillment of an Order. With respect to any Orders for shipment outside the U.S., the United Nations Convention on Contracts for the International Sale of Products will not apply.