

## **TERMS AND CONDITIONS OF USE**

WELCOME. THE FOLLOWING AGREEMENT GOVERNS EACH MEMBER'S ACCESS TO AND USE OF THIS SITE SO PLEASE READ IT CAREFULLY. BUYMAX HOPES THAT YOU UNDERSTAND THAT BUYMAX IS SIMPLY TRYING TO PROTECT ITS RIGHTS.

THE TERM "MEMBER" INCLUDES AUTHORIZED USERS (AS DEFINED HEREIN).

### **1. Parties; Scope of Agreement**

(a) The parties to this Agreement are BuyMax, LLC ("BuyMax") and the Member (as defined herein). The term "Member" means the individual or organization duly authorized by BuyMax to be a member of BuyMax's product and service buying program, and includes all employees, agents, and other representatives who are duly authorized to access and use this Site and to bind the Member to payment and other legal obligations hereunder (each, an "Authorized User").

(b) This Agreement governs Member's access to and use of this Web site (including without limitation, all Content (as defined herein), software, HTML and other code, and script forming a part of this Web site, and all goods, services and transactions offered through this Web site, the "Site").

(c) Presently, there are two categories of Members who may access the Site: (i) participating SGI members; and (ii) non-SGI members who may register to access the Site by participating in BuyMax Alliance™ and paying a monthly subscription fee. The terms and conditions for BuyMax Alliance™ registration are set forth in subparagraph (d), below.

(d) This Agreement (including paragraphs A and B, above) constitutes the entire agreement between BuyMax and Member relating to the subject matter hereof and supercedes all prior and contemporaneous agreements, arrangements and understandings. In addition to complying with the terms and conditions of this Agreement, Member agrees to comply with all additional terms and conditions governing the access to and use of specific areas of this Site which are each incorporated into and made a part of this Agreement:

## **TERMS OF SALE**

THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS GOVERN ALL PRODUCT OFFERINGS AND SALES THROUGH THE BUYMAX WEB SITE (THE "SITE"). PLEASE READ THEM CAREFULLY.

### **1. General**

REGARDLESS OF ANY DIFFERENT OR ADDITIONAL TERMS ON ANY WRITTEN OR ELECTRONIC SALES FORM USED BY THE BUYING MEMBER, THE FOLLOWING TERMS OF SALE SHALL CONTROL.

### **2. Product Information and Ordering**

REGARDLESS OF ANY DIFFERENT OR ADDITIONAL TERMS ON ANY WRITTEN OR ELECTRONIC SALES FORM USED BY THE BUYING MEMBER, THE FOLLOWING TERMS OF SALE SHALL CONTROL.

(a) SOME PRODUCT ORDERS USING THIS SITE ARE PROCESSED, FULFILLED AND SHIPPED BY THE PARTICIPATING VENDOR AND NOT BY BUYMAX. BUYMAX IS MERELY

FACILITATING PRODUCT PURCHASES BY PROCESSING ORDERING ON BEHALF OF THE APPLICABLE VENDOR.

(b) BUYMAX MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO PRODUCT ORDERING OR PRODUCT DELIVERY. BUYMAX DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF PRODUCT INFORMATION, INCLUDING WITHOUT LIMITATION, PRICES, PRODUCT IMAGES, SPECIFICATIONS, AVAILABILITY AND SERVICES DISPLAYED ON, OFFERED FOR SALE OR SOLD THROUGH THIS SITE. BUYMAX AND/OR ITS VENDORS EACH RESERVE THE RIGHT DISCONTINUE THE SALE OF ANY PRODUCT CURRENTLY OFFERED FOR SALE ON THIS SITE AT ANY TIME AND WITHOUT PRIOR NOTICE TO MEMBER.

(c) Product prices and information listed on this Site may vary from other advertised prices and information due to varying conditions in different geographic markets. BuyMax is bound only to the product prices and information listed on this Site. Such prices are quoted and payable in U.S. dollars, are valid and effective only within the United States and do not include shipping and handling or sales taxes, if applicable, which will all be added to Member's total invoice price. Member is solely responsible for the payment of such shipping and handling charges, and state and local sales or use taxes that may apply to Member's order.

(d) Payment is due and payable upon ordering. Members may pay for items ordered through this Site using the payment options offered through the Site, including using a credit card via BuyMax's secure server that the Member and its designated representative are each duly authorized to use. Member authorizes BuyMax to charge its credit card in the amount of the applicable product order. If an individual places an order on behalf of a Member and uses a Member's credit card for the purchase, he or she is representing and warranting to BuyMax that he or she is over the age of 18 and otherwise authorized to make the purchase on behalf of the Member. If that individual does not have such authority and/or if the Member's credit card or other form of payment is not honored for any reason, the individual and the Member shall remain liable for the total amount of the order, as well as reasonable attorneys' fees, plus collection fees and charges.

(e) As between BuyMax and Member, risk of loss and title for items purchased through this Site pass to Member upon actual payment by Member.

### 3. Product Warranties; Disclaimer; Limitation of Liability

(a) Products offered for sale and sold through this Site may come with a warranty provided by the applicable vendor or manufacturer. Warranty information regarding any products featured on this Site, as well as return/refund policies, are available by calling 877-428-9629, Eastern Time.

(b) ALL PRODUCTS THAT DO NOT INCLUDE A WARRANTY BY THE VENDOR OR MANUFACTURER ARE SOLD ON THIS SITE "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYMAX HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, QUIET ENJOYMENT, DATA ACCURACY AND SYSTEM INTEGRATION.

(c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BUYMAX, ITS PARENT, SUBSIDIARIES OR AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS/MEMBERS, EMPLOYEES OR AGENTS BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, INDIRECT OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUES, BUSINESS, USE, DATA OR OTHER INTANGIBLES), WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE AND EVEN IF BUYMAX HAD BEEN ADVISED OF THE POSSIBILITY OR

LIKELIHOOD OF SUCH DAMAGES.

(d) TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYMAX'S TOTAL LIABILITY TO A MEMBER FOR ANY DAMAGES HEREUNDER (REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY AND/OR OTHERWISE) SHALL NOT EXCEED IN THE AGGREGATE THE PRICE ACTUALLY PAID BY MEMBER TO BUYMAX FOR THE PRODUCT.

4. Remedies for Breach of Warranty

Members should refer to the vendor's or manufacturer's warranty, if any, to determine the remedies available for a defect in materials or workmanship, or other breach of the manufacturer's or vendor's warranty. Members should also refer to the vendor's or manufacturer's return/refund policies, if any, concerning any product returns and refunds. BuyMax is not responsible for handling or otherwise resolving any product warranty or return and refund issues. Members must deal directly with the vendor or manufacturer regarding the resolution of such issues. BuyMax is not responsible for such issues.

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