

Terms of Use

This document represents Urso & Urso, Inc Terms of Use & **Privacy Policy** together referred to as the ("Agreements") regarding our communications associated with our website, online store, emails or any other electronic communications associated with cecor.net. It was last posted on August 26, 2019.

Definitions:

"We", "Our" & "CECOR" as used in this Agreement refer to Urso & Urso, Inc. its officers, agents, employees, directors, contractors, vendors and affiliates.

"Service" refers to all electronic communications and the use thereof, including but not limited to, CECOR products, website, blogs, ecommerce or any other electronic communication between CECOR and You.

"the Site" refers to the CECOR's website cecor.net.

"You" & "Your" refer to the user of the Site & Services.

"Customer" & "Buyer" refers to You and/or Your employer.

"Products" refers to equipment, materials and supplies sold through the Site.

"Third-Party Websites" refers to websites listed or referred to on the Site not owned or operated by CECOR.

"Third-Party Partners" refers to companies not owned or controlled by CECOR that are working with CECOR and We attain information from and share information with to market to Our Customer.

"Tracking Technologies" refers to cookies, Flash objects, web beacons, embedded scripts, location-identifying technologies, and similar technology.

Customer agrees they have the authority to enter into the Agreements with CECOR.

The Agreements supersede any prior Terms of Use and shall apply to any dispute between You and CECOR, regardless of when that dispute arose. By using any Service or the Site currently provided by CECOR, You agree to be bound by the Agreements, and as such should take the time to understand them completely. The Agreements are effective from Your acceptance thereof, which is indicated by Your initial or continued use of the Service and/or the Site. If you do not agree to these terms, You should not use the Service or the Site. Please read the Agreements carefully and be sure to contact us if You have any questions. CECOR shall have the right to modify the

Agreements at any time and in any manner including by posting the amended terms on the Site. We may or may not post notices on the homepage of the Site when such modifications occur. Any modification shall be effective upon notice as provided under Section 1.0. Your continued use of the Service and/or the Site shall be deemed acceptance of all modifications.

Section 1.0 – Notice of changes to terms of use

CECOR may notify You of changes to the Agreements through a general posting on the Site but is not required to do so. We recommend you review the Agreements from time to time to verify Your continued agreement with them. You shall be deemed notified of any changes each time you use the Service. This is the only means of official communication recognized for the purpose of actively communicating with You regarding this Service.

Section 2.0 - Limited License

2.1 CECOR grants you a non-exclusive, non-transferable, revocable license to access and use the Site for you to learn about CECOR and Our Products, and make purchases of Products through the Site, strictly in accordance with this Agreement. Other product and company names mentioned in the Site may be the Intellectual Property of their respective owners.

2.2 Unless otherwise noted, all content without limitation, graphics, logos, brand names, images, photographs, video clips and other materials related in the Site are protected under applicable copyrights, trademarks and other proprietary rights. The copying, redistribution, use or publication by You of any such matters or any part of the Site, except as allowed under Section 2.4, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site or the Service.

2.3 CECOR® and its logos are registered trademarks of CECOR. Other product and company names mentioned on the Site may be trademarks of those respective owners.

2.4 The viewing, printing or downloading of any content, graphic, form or document from the Site grants You only a limited, nonexclusive license for use solely by You for Your own personal use and not for republication, distribution, assignment, sublicense, sale, or preparation of derivative works.

2.5 CECOR provides access to information, via the Internet, of all kinds relating to CECOR Products, what our Products do, how they benefit companies and the manufacturing & service industries in general.

2.6 Any forms filled out by You and electronically sent to CECOR becomes the property of CECOR. The act of using Our Site will give CECOR permission to communicate with

You through any electronically means, this includes but is not limited to email, blogs and electronic advertising. For more information on this topic, please see our [Privacy Policy](#).

Section 3.0 - Financial Responsibility

3.01 All billing and/or shipping information You voluntarily give to CECOR, whether company or personal, must be accurate and complete. This includes, but is not limited to, Customer legal name, Your name, Customer address, Customer telephone number and appropriate Customer email address. If Customer sets up an account with CECOR Customer agrees to inform CECOR of any changes to the recorded information within 30 days of the change. Customer authorizes CECOR to obtain credit and/or trade information to verify creditworthiness when CECOR determines it necessary. When you use the Site to purchase Products You attest to Your authority to purchase from the Site and agree to all of its rules for payment & returns as laid out in the Agreements.

3.02 Customer agrees to pay CECOR all charges and fees for the Product(s) You purchase including but not limited to shipping & handling fees, late fees, invoice surcharges, cashier check fees, wire fees, or other special money-transfer or deposit fees, if applicable. CECOR may calculate an estimated shipping & handling charge at the time of purchase. The actual shipping & handling charge will be determined when the product is shipped to the Customer. Any adjustments to the shipping & handling charges will be made at the time of shipping and charged to Customer with a final invoice that will be either mailed through the postal service or emailed to the appropriate Customer email address on record at the time of shipping.

3.03 Customer agrees to pay all sales and use taxes, duties, or levies which are required by law as well as all attorney and collection fees arising from efforts to collect any unpaid balance on the Customer account. CECOR shall have the right to bill and collect any applicable taxes where required by law. If CECOR is audited by a Governmental entity and it is determined there is additional tax due on an invoice produced on the Customers behalf, Customer agrees to paying the additional tax along with any associated interest and/or penalties.

3.04 Unless otherwise provided by written agreement between You and CECOR, CECOR reserves the right to change its Product prices or institute new charges or fees for the Products at any time. The only notification required to You by CECOR is to update the prices or fees on the Site.

3.05 Customer is subject to an interest charge of 1.5% per month on any outstanding balance, or the maximum allowable rate under state law, whichever is greater. If any instrument received in payment is returned to CECOR unpaid, Customer account will be considered to be in default, and in addition to the amount past due and any late payment charges due, Customer will be subject to the bank's current deficiency charge (eg returned check charge, additional credit card charge, etc) and any applicable

CECOR fee charge. In addition, if Customer defaults on their account, Customer shall also be subject to pay to CECOR its reasonable expenses, including attorneys' fees and collection agency fees, incurred in enforcing its rights under the Agreements.

3.06 If You pay by credit/debit card, You expressly authorize that You have permission to use the credit card from its owner and You agree to have CECOR charge the credit/debit card account number the amount plus any other outstanding charges from Customer. If Customer credit/debit card is declined, Customer will be subject to the interest charges, fees & penalties set forth above.

3.07 You must contact CECOR by email and at the phone number provided on the Site within 60 days of the invoice or transaction date of any charge You believe CECOR has made in error. Refunds, credits or adjustments may not be given for any charges which are more than 60 days old.

3.08 If You have an open account with CECOR, and CECOR agrees to allow You to charge your purchase through the Site using a purchase order number, Customer accepts CECOR's standard terms as stated here and agrees to pay within 30 days of shipping unless stated otherwise in writing to Customer by CECOR. All purchases on open accounts will require a valid purchase order. The Agreements will supersede any conflict between Your purchase order and the Agreements.

3.09 If Buyer fails to fulfill any condition of its payment obligations, CECOR may suspend performance and delivery. Any charges incurred by CECOR in accordance with such suspension, including storage charges (including storage at the CECOR's facility), shall be payable by Buyer upon submission of CECOR's invoices. Performance of CECOR's obligations shall be extended for a period equaling the period of Buyer's non-fulfillment of any portion of the payment terms, whether or not CECOR suspends performance, and such additional time as may be reasonably necessary in the circumstances. If Buyer does not correct such failure in the manner and time satisfactory to CECOR, then CECOR may, at its option, terminate the Contract in respect to the portion of the products not delivered and work not yet performed. In the event of termination, Buyer shall pay CECOR's reasonable and proper termination charges, in addition to suspension charges, and CECOR shall be entitled to keep all payments received. Any order for products from Buyer shall constitute a representation that Buyer is solvent. In addition, upon CECOR's request, Buyer will furnish a written representation concerning its solvency at any time prior to shipment.

3.10 If Buyer's financial condition at any time does not justify CECOR's performance hereunder on the agreed terms of payment, CECOR may require full or partial payment in advance or shall be entitled to terminate the Contract. If Buyer becomes bankrupt or insolvent, or if any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy laws or any insolvency laws, CECOR shall be entitled to terminate the Contract. Buyer shall pay CECOR its reasonable and proper termination charges in the event of such termination, in addition to suspension charges, and CECOR shall be

entitled to keep all payments received. CECOR's rights under this Section 3 are in addition to all rights available to it at law or in equity.

Section 4.0 – Shipping and Receiving

4.01 CECOR reserves the right, at CECOR's sole discretion, to control all shipping logistics. This includes but is not limited to shipping date, shipping method, shipping carrier and the price of the shipping. The Site may give an estimated price to You and the final price will be determined on the day the shipment leaves the CECOR dock. Unless otherwise stated to Customer in writing, by CECOR, all Product(s) are shipped FOB CECOR's dock/shipping point.

4.02 Customer agrees to inspect all CECOR Product(s) at time of receiving, note any damages in writing on the carriers shipping/receiving documents, take pictures of damaged areas noted on the receiving documents for all Products being received with the carrier receiving documents. IN ADDITION TO AND WITHOUT LIMITING ANY OTHER DISCLAIMERS IN THIS AGREEMENT, ALL PRODUCTS ARE CONSIDERED AS-IS FOR ALL PURPOSES AFTER THE PRODUCTS ARE DELIVERED TO THE CUSTOMER.

4.03 Customer agrees to be responsible for all damages to Product(s) they received from CECOR except those noted on the receiving document as stated in **4.02**.

4.04 Risk of loss or damage pass to Buyer when the Product(s) leave the CECOR Dock, and Buyer is responsible for making claims, if necessary, pertaining to damage or loss with the carrier chosen by CECOR. Title will pass to Buyer upon CECOR's receipt of all payments for the Products.

4.05 If any part of the products cannot be shipped to Buyer when ready due to any cause not attributable to CECOR, upon notice to Buyer, CECOR may place such products to storage. If such products are placed in storage (including storage at the CECOR's facility), the following conditions shall apply: (a) CECOR's delivery obligations shall be deemed fulfilled and all risk of loss or damage shall thereupon pass to Buyer if it had not already passed; (b) any amounts otherwise payable to CECOR upon delivery or shipment shall be payable upon presentation of CECOR's invoices and certification as to the fact that the products are in storage; (c) all expenses incurred by CECOR, such as for preparation for and placement into storage, handling, inspection, preservation, insurance, storage, removal charges and any taxes shall be payable by Buyer upon submission of CECOR's invoices; and (d) when conditions permit and upon payment of all amounts due hereunder, CECOR shall assist and cooperate with Buyer in any reasonable manner with respect to the removal of any product which has been placed in storage.

Section 5.0 - Excusable Delays

5.01 CECOR shall not have any liability or be considered to be in breach or default of its obligations under the Contract to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to: (a) causes beyond its reasonable control; or (b) acts of God, acts (or failures to act) of governmental authorities, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, war (declared or undeclared), epidemics, civil unrest, riot, terrorist acts, delays in transportation, or car shortages; or (c) acts (or omissions) of Buyer, including failure to promptly comply with the terms of payment; or (d) shipment to storage under Section 4; or (e) inability on account of causes beyond the reasonable control of CECOR to obtain necessary labor, materials, components or services through CECOR's usual and regular sources at usual and regular prices. CECOR shall notify Buyer in the event of any such delay. The date of delivery or of performance shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of such excusable delay. CECOR shall notify Buyer, as soon as practicable, of the revised delivery date. If CECOR is delayed by acts or omissions of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, CECOR shall also be entitled to an equitable price adjustment.

5.02 If delay excused by this Section extends for more than thirty (30) days and the parties have not agreed to a plan for continued performance at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which case only CECOR), upon thirty (30) days written notice, may terminate the order with respect to the unexecuted part of the performance, whereupon Buyer shall promptly pay CECOR's termination charges determined in accordance with CECOR's standard accounting practices upon submission of CECOR's invoices.

6.0 - Links to Third-Party Websites

The Site may contain links to Third-Party Websites. Such links are provided for your reference only. CECOR does not monitor or control other Websites and is not responsible for their content. CECOR inclusion of links to other Website does not imply any endorsement of the material on the Site or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor, nor does CECOR' inclusion of the links imply that CECOR is authorized to use any trade name, trademark, logo, legal or official seal, or copyrighted symbol that may be reflected in the linked Website.

5.0 - Third-Party Partners

We reserve the right to use Third-Party Partners to facilitate all types of electronic advertising and Tracking Technologies. We use the personal information we collect to operate, maintain and provide to you the features and functionality of the Service, to communicate with you, to monitor and improve our Service and business, and to help us develop new products and services. If you choose not to provide personal

information, we may not be able to provide you with requested products, services or information.

We, or the third party partners we use, may use the data collected through Tracking Technologies to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the site; (b) provide custom, personalized content and information, including targeted content and advertising; (c) identify and contact you across multiple devices; (d) provide and monitor the effectiveness of our Service; (e) perform analytics and detect usage patterns on our Service; (f) diagnose or fix technology problems; (g) detect or prevent fraud or other harmful activities, and (h) otherwise to plan for and enhance our service.

6.0 - Content Disclaimer

Postings on the Site are made at such times as CECOR determines in its sole discretion. You should not assume that the information contained on the Site has been updated or otherwise contains current information. CECOR does not review past postings to determine whether they remain accurate and information contained in such postings may have been superseded. Pictures or images reflecting products offered for sale on the Site may appear different than the actual product shipped. THE INFORMATION AND MATERIALS IN THE SITE ARE PROVIDED FOR YOUR REVIEW IN ACCORDANCE WITH THE NOTICES, TERMS AND CONDITIONS SET FORTH HEREIN. THESE MATERIALS ARE NOT GUARANTEED OR REPRESENTED TO BE COMPLETE, CORRECT OR UP TO DATE. THESE MATERIALS MAY BE CHANGED FROM TIME TO TIME WITHOUT NOTICE.

7.0 - Return Policy

CECOR highly recommends Customer contact us with any questions before purchasing Products to determine if the Product is appropriate for the Customers application. If Customer determines the Product needs to be returned and We agree returning a Product is in the best interest of both CECOR and the Customer then We will issue a return material authorization number (RMA) to Customer. The Customer will need to package up the Product(s) being returned in a similar manner as they were received, clearly state the RMA number on the outside of the packaging and ship the package at Customers expense to the address stated on the RMA. When We receive the return Product(s) We will accept it from the shipping company and have 5 business days to determine if the Product is in saleable as new condition. If We determine it is saleable as new, then CECOR will charge a maximum 25% restocking fee and reimburse the Customer. If We determine the Product is not saleable as new, We will give the Customer 5 days to determine if the Customer wants the product shipped back to the original shipping address or to have CECOR keep the Product(s) and discard at

CECOR's sole discretion. The Customer will be responsible for any additional costs associated with shipping or any other costs We determine is related to the RMA.

8.0 - No Warranties; Exclusion of Liability; Indemnification

THE SITE IS OPERATED BY CECOR ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, CECOR SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT FOR THE SITE AND ANY PRODUCTS YOU PURCHASE THROUGH IT. CECOR SHALL NOT HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE SITE, FOR PRODUCTS OR SERVICES SOLD THROUGH THE SITE, FOR YOUR ACTION OR INACTION IN CONNECTION WITH OUR WEBSITE OR FOR ANY DAMAGE TO YOUR COMPUTER OR DATA OR ANY OTHER DAMAGE YOU MAY INCUR IN CONNECTION WITH OUR WEBSITE. YOUR USE OF THE SITE AND ANY PRODUCTS OR SERVICES ARE AT YOUR OWN RISK. IN NO EVENT SHALL EITHER CECOR OR THEIR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE, PRODUCTS AND SERVICES PURCHASED THROUGH THE SITE, THE DELAY OR INABILITY TO USE THE SITE OR OTHERWISE ARISING IN CONNECTION WITH THE SITE, PRODUCTS OR RELATED SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT SHALL CECOR' LIABILITY FOR ANY DAMAGE CLAIM EXCEED THE AMOUNT PAID BY YOU TO CECOR FOR THE TRANSACTION GIVING RISE TO SUCH DAMAGE CLAIM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

WITHOUT LIMITING THE FOREGOING, CECOR DOES NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE WEBITE IS ACCURATE, COMPLETE, RELIABLE, USEFUL, TIMELY OR CURRENT OR THAT THE SITE WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

CECOR MAKES NO REPRESENTATION THAT CONTENT PROVIDED ON THE SITE, PRODCUTS, OR RELATED SERVICES ARE APPLICABLE OR APPROPRIATE FOR USE IN ALL JURISDICTIONS.

9.0 - Indemnification

You agree to defend, indemnify and hold CECOR harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site or any Products you purchase through it.