

Terms of Use

Last Modified: 9/13/21

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Maxcess International Corporation (“Company,” “we,” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “Terms of Use”), govern your access to and use of www.maxcessintl.com, including any content, functionality, and services offered on or through www.maxcessintl.com (the “Website”).

Please read the Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Notice, found at www.maxcessintl.com/privacy, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Notice, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the

information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by the Maxcess Privacy Notice (www.maxcessintl.com/privacy), and you consent to all actions we take with respect to your information consistent with our Privacy Notice.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide social media features [LINK TO THE WEBSITE AND SOCIAL MEDIA FEATURES] with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.

Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.

Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the terms COMPANY TRADEMARKS, the Company logo, product brand logos, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.

Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Website.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Notice (www.maxcessintl.com/privacy). By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Notice.

Online Purchases and Other Terms and Conditions

All purchases through our site or other transactions for the sale of goods formed through the Website, or resulting from visits made by you, are governed by our Terms and Conditions of Sale (www.maxcessintl.com/north-america-terms-and-conditions), which are hereby incorporated into these Terms of Use.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express consent.

This Website may provide certain social media features that enable you to:

Link from your own or certain third-party websites to certain content on this Website.

Send emails or other communications with certain content, or links to certain content, on this Website.

- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

North America Terms and Conditions

Terms

Net thirty (30) days (or as stated otherwise stated) in U.S. currency. Payment terms are subject to review by Maxcess Credit Department upon receipt of Purchase Order. Delinquent payments are subject to a penalty charge of 1.5% per month (18% per year). If Buyer furnishes complete specifications and authorization to fabricate and shipment is then postponed by the Buyer, the order will be billed on date of shipment originally specified by the Buyer. If held for shipment, a charge for storage will be made two (2) weeks after specified shipping date.

Minimum

Invoices will be billed at a minimum of \$50.00. When possible, parts order quantities will be increased to a \$50.00 total. EX-WORKS (Plant location stated on the quotation). If special handling or crating is required, a charge will be made to cover extra expense. Unless otherwise specified by the Buyer, method and route of transit will be at the discretion of Seller. Seller's responsibility ceases when

shipment is delivered to carrier. All shipping shortages must be reported to Seller within thirty (30) days after shipment of equipment.

Delivery

Seller's shipping dates are approximate and are based upon prompt receipt of all necessary information. Partial shipments may be made unless the Buyer instructs Seller otherwise. Seller shall not be liable for delays in delivery which are due to causes beyond reasonable control, including, but not limited to, delays due to: (1) acts of God, Buyer's acts, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, wars, riots, delays in transportation; (2) inability to obtain necessary materials, components, or outside manufacturing services; (3) changes in specifications, directions, or design requested by or agreed to by Buyer; or (4) Buyer's delay in approving documents. In the event of any such delay, the date of shipment shall be extended for a period equal to the time lost by reason of the delay.

Price

Unless otherwise stated, the price quotations on Seller's products are firm for thirty (30) days from date of proposal. If shipment is delayed more than ninety (90) days beyond the original scheduled date for reasons beyond Seller's control, Seller reserves the right to invoice at prices in effect at time of shipment. *Quotation is based on current metal values and is subject to confirmation at the time of order.*

Taxes

Prices are subject to additional charges to cover any present or future sales, use, or other similar taxes. If applicable, the Buyer will provide the Seller with a tax exemption certificate acceptable to the taxing authorities.

Warranty

Systems

Except as noted by any attachments hereto, Maxcess products are warranted to be free from defects in design, materials, and workmanship for (A) End Users – a period of one (1) year from date of shipment and (B) certified OEM's (Original Equipment Manufacturers) – a period of fifteen (15) months from date of shipment. During this period, Maxcess will repair or replace (at our option) any defective products returned to Maxcess freight prepaid.

Parts

Replacement and/or spare parts are warranted to be free from defects in design, materials, or workmanship for a period of ninety (90) days from shipment. This warranty does not include any on-site labor.

Service

Purchased service is warranted for ninety (90) days from date of service.

THE FOLLOWING ITEMS ARE EXCLUDED FROM THIS WARRANTY:

- a. Routine maintenance and adjustment as specified in the equipment instruction manual.
- b. Failure due to improper installation or inadequate maintenance by the customer.
- c. Malfunctions that occur as a result of customer-supplied interfacing.
- d. Physical damage resulting from an accident, misuse, or abnormal conditions of operation.
- e. Attempts to utilize goods under conditions that exceed designed capabilities.

NOTE

When the customer requires on-site warranty service and the product failure is due to one of the above-excluded items, the customer will be invoiced for the service call at Maxcess's standard current service rates, plus actual travel expenses

NO OTHER WARRANTY IS EXPRESSED OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. MAXCESS'S LIABILITY TO CUSTOMER FOR DAMAGES WITH RESPECT TO THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE FEE OR PRICE FOR THE PARTICULAR PRODUCTS OR SERVICES INVOLVED IN THE CLAIM. IN NO EVENT SHALL MAXCESS HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES, DATA, OR PROFITS. INDEMNITY OF SELLER

Buyer agrees to indemnify and hold harmless the Seller against any and all claims, demands, expenses, liabilities, or causes of action arising out of the injury or death of any person when such injury or death arises from or is connected with (1) any act or omission on the part of the Buyer, its agents, servants or employees; or (2) any condition resulting from the installation of the machine on the Buyer's premises; and (3) the misuse or modification of manufactured goods by the Buyer, its agents, servants, or employees.

Patents

Seller agrees to hold harmless and protect Buyer against all losses or damages and lawsuits arising from actual or alleged infringement of U.S. patent by products designed by Seller, providing the Buyer gives prompt notice in any such claim and cooperates with and permits Seller to defend at Seller's expense.

USE of SOFTWARE and FIRMWARE

Buyer is granted a non-exclusive, non-transferable license to use provided Seller's software or firmware only in object code form and solely in conjunction with Seller-provided Products, with no rights to sublicense, disclose, disassemble, decompile, reverse engineer, copy, or otherwise modify the software or firmware.

CANCELLATION

Any order placed with the Seller can be canceled by the Buyer only upon payment of reasonable cancellation charges, that shall take into account expenses already incurred and commitments made by the Seller.

RESTOCKING CHARGE

The exchange or return of parts and/or equipment will be subject to inspection in Seller's plant:

- a. All returned parts will include a restocking charge. The only exception will be when the exchange is required because of mistakes by the Seller.
- b. Make to Order products cannot be returned.
- c. New, unused stocked parts returned within one (1) year shall carry a 25% restocking charge.
- d. With the exception of a., Buyer pays freight both ways.

PENALTY CLAUSE

Penalty clauses by the Buyer are not effective unless approved in writing by an officer of the Seller.

INSTALLATION MANUALS, DOCUMENTATION, USER GUIDES

Seller will supply sufficient instructions, specifications, and drawings, as deemed necessary by the Seller, for proper installation of the equipment. All drawing sizes for standard or special drawings shall be at the discretion of the Seller and all such drawings shall be in accordance with the Seller's design/data standards. Where such drawings must conform to particular standards and quantities that differ from Seller's standards, additional charges will be the responsibility of the Buyer.

LEGAL OBLIGATION

An order by Buyer shall constitute an acceptance of the terms and conditions stated herein. No order shall be binding until accepted by the Seller at its home office. Terms other than those set forth above or other than those noted by any Seller's attachments hereto are subject to negotiation and separate written acceptance by the Seller. Receipt of these terms by the Buyer without written objection to Seller within thirty (30) days shall constitute acceptance of these terms by the Buyer. Any contract for goods shall be governed and construed according to the Uniform Commercial Code of the State of Oklahoma. Buyer agrees that venue and jurisdiction for any court action shall properly be at Oklahoma City, Oklahoma, the principal place of business of Maxcess.

LIMITATION ON SUITS AND ACTIONS

No action or suit to enforce Buyer's rights or remedies arising from this sale shall be commenced later than one (1) year from date of shipment.

FINAL AGREEMENT

Except as otherwise noted in writing, these terms and conditions constitute the entire agreement between Seller and Buyer with respect to this subject, and there are no understandings, agreements, or representations, expressed or implied, that are not contained herein.

North America Conditions of Sale

All quotes and orders are given and a contract is made by the seller subject to and only upon the Terms & Conditions located on the North America Terms and Conditions link on seller's website at <https://www.maxcessintl.com/> and, unless previously agreed in writing by an authorized officer of the Company, no oral, written or other addition or variation to our Terms and Conditions shall be effective, and seller's Terms and Conditions supersede and prevail over and exclude any other terms and conditions appearing elsewhere including any terms and conditions of the customer and any course of dealing established between the customer and the seller.

Thank you for the opportunity to quote. The sale of products are subject to the Maxcess Terms and Conditions of Sale, which are available at www.maxcessintl.com/terms-and-conditions . Terms in any purchase order or other customer document are rejected. Prices are valid for 10 days, unless withdrawn prior to order acceptance.

Quote: Thank you for the opportunity to quote. The sale of products are subject to the Maxcess Terms and Conditions of Sale, which are available at www.maxcessintl.com/terms-and-conditions . Terms in any purchase order or other customer document are rejected. Prices are valid for 10 days, unless withdrawn prior to order acceptance.

Order: Terms of sales are FOB our dock unless otherwise stated. The sale of products are subject to the Maxcess Terms and Conditions of Sale, which are available at www.maxcessintl.com/terms-and-conditions . Terms in any purchase order or other customer document are rejected

Invoice: Maxcess Terms and Conditions of Sale are available at www.maxcessintl.com/terms-and-conditions

Restocking Charge

The exchange or return of parts and/or equipment will be subject to inspection in Seller's plant:

- a) All returned parts will include a restocking charge. The only exception will be when the exchange is required because of mistakes by the seller.
- b) Make to Order products cannot be returned.
- c) New, unused stocked parts returned within one (1) year shall carry a 25% restocking charge.
- d) With the exception of a, Buyer pays freight both ways.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the State of Oklahoma in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may

not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Oklahoma without giving effect to any choice or conflict of law provision or rule (whether of the State of Oklahoma or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Oklahoma, in each case located in Oklahoma City, Oklahoma, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Modern Slavery Act Disclosure Statement of Rotometrics International UK – September 2021

Rotometrics International Limited UK is a brand of Maxcess International Limited and is committed to high standards of compliance with Laws.

Rotometrics International is committed to responsible sourcing and to the prevention of human trafficking and slavery in its supply chain.

With regards to slavery and human trafficking, specifically Rotometrics International does not condone any unlawful or unethical conduct by its employees, suppliers or business partners.

Rotometrics International complies with the Maxcess International Corporation and its Subsidiaries Code of Business Conduct. A requirement that all employees comply with all laws in the jurisdictions in which all brands of Maxcess International does business, including those laws regarding the use of labour. Any activities in violation of the Modern Slavery Act 2015 could result in disciplinary action against the employee, including termination of employment.

Rotometrics International prohibits Rotometrics International's use of child or forced labour.

Rotometrics International standard supplier contract, currently in place with a number of its suppliers, requires the supplier to comply with all applicable laws in the jurisdictions in which the supplier produces and sells its products. All suppliers must be able to certify that materials in their products comply with the slavery and human trafficking laws of the country or countries in which they do business.

Rotometrics International has a zero-tolerance approach to modern slavery and human trafficking and will not continue to do business with any supplier found to be engaged in such behaviour.

Your Comments and Concerns

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: jhung@maxcessintl.com.