



## ONLINE USER AGREEMENT

### ACCEPTANCE

This Online User Agreement states the terms and conditions that govern your use of the Online Ordering Platform offered by Tropic Supply, Inc.

By creating an Online Account with us, you hereby agree to be bound by this Online User Agreement. This indicates your acceptance of this Online User Agreement.

### REGISTRATION

Orders taken via Tropic Supply, Inc.'s Online Ordering Platform are secured and communications are encrypted. As such, users of Tropic Supply, Inc.'s Online Ordering Platform must complete a registration process in order to obtain a user ID and password. Please read the following agreement before proceeding.

Information provided in the registration process will be used by Tropic Supply, Inc. for internal purposes in order to ensure secure transactions. User activity may be monitored and recorded by system personnel. Anyone using the system expressly consents to such monitoring and recording. If possible criminal activity is detected, records may be provided to law enforcement officials, resulting in criminal and/or civil prosecution.

By registering for or entering a user ID and password, you further agree to the following terms and conditions of use:

### USE RESTRICTIONS

- You agree that you are a Tropic Supply, Inc. customer or an authorized agent or employee of a Tropic Supply, Inc. customer (hereafter "Customer") who is over the age of eighteen (18), is authorized by Customer to access Tropic Supply, Inc.'s Online Ordering Platform, and is lawfully authorized by Customer to transact business with Tropic Supply, Inc.

### CONFIDENTIALITY

- Customer agrees to take all reasonable steps to protect confidential information concerning Tropic Supply, Inc.'s prices or services and to not disclose Tropic Supply, Inc.'s confidential information to unauthorized persons.
- Customer agrees and understands that even if all reasonable steps to secure the confidentiality of Tropic Supply, Inc. information and/or Customer information are followed, there is still a risk that information communicated over Tropic Supply, Inc.'s Online Ordering Platform could be compromised. Customer expressly accepts such risk and waives any claim or cause of action for losses or damages which in any way arises out of the unintentional disclosure of Customer's confidential information.

### USERID(S)/PASSWORD(S):

- Customer agrees to keep their user ID(s) and/or password(s) confidential and to immediately notify Tropic Supply, Inc. and change password(s) if there is reason to believe their user ID(s) or password(s) has/have been improperly disclosed or otherwise compromised.
- Tropic Supply, Inc.'s Online Ordering Platform gives Customers the flexibility to establish multiple user accounts with different levels of access and authority. Customer agrees that the set-up, maintenance and termination of all user accounts is the Customer's sole responsibility. Customer will be responsible for payment of all orders submitted through Tropic Supply, Inc.'s Online Ordering Platform.
- Customer agrees that claims, losses and direct or consequential damages resulting from Customer's carelessness or negligence with respect to user IDs and/or passwords are the responsibility of Customer.
- To prevent unauthorized access, maintain data accuracy, and ensure the correct use of Customer and Tropic Supply, Inc. information, Tropic Supply, Inc. has put in place physical, electronic, and managerial procedures to safeguard and secure the information collected or provided online. Your user account will expire if unused for a period of 90 days. If you are unable to login, contact Customer Service to have your account re-enabled.

### DISCLAIMER OF WARRANTIES

- Customer agrees that the services provided on Tropic Supply, Inc.'s Online Ordering Platform and any accompanying software are provided on an "AS IS" basis without warranties of any kind. TROPIC SUPPLY, INC. AND CUSTOMER EXPRESSLY AGREE THAT TROPIC SUPPLY, INC. HAS DISCLAIMED ALL EXPRESS AND IMPLIED WARRANTIES IN THE TROPIC SUPPLY, INC. ONLINE ORDERING PLATFORM AND ACCOMPANYING SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR PARTICULAR USE OR THAT THE OPERATION OF THE TROPIC SUPPLY, INC. ONLINE ORDERING PLATFORM WILL BE UNINTERRUPTED, ERROR FREE OR VIRUS FREE.
- Customer agrees and understands that Tropic Supply, Inc. or its agent assumes no responsibility for claims, losses or damages, whether direct or consequential, resulting from use of Tropic Supply, Inc.'s Online Ordering Platform.
- Product data (including, but not limited to: specifications, descriptions, photographs, etc.) on Tropic Supply, Inc.'s Online Ordering Platform is provided by a third party and Tropic Supply, Inc. does not warrant its accuracy. Customer agrees and understands that Tropic Supply, Inc. or its agent assumes no responsibility for claims, losses or damages, whether direct or consequential, resulting from the inaccuracy of data found on Tropic Supply, Inc.'s Online Ordering Platform.

### ORDER ACCURACY

- Customer is responsible for ensuring the accuracy of all orders placed using Tropic Supply, Inc.'s Online Ordering Platform, including but not limited to: current AHRI matches, part compatibility, needed specifications, etc. Returns must follow the return policy listed in Tropic Supply, Inc.'s Standard Terms and Conditions of Sale and Warranty (posted at [www.tropicsupply.com](http://www.tropicsupply.com)).

### OWNERSHIP

- Customer agrees that it has been given permission for the limited right to use Tropic Supply, Inc.'s Online Ordering Platform and accompanying software for purpose of transacting business with Tropic Supply, Inc. Customer agrees that it shall not receive any additional rights to Tropic Supply, Inc.'s proprietary software and that any attempt to transfer, license, market or otherwise use Tropic Supply, Inc.'s software would be improper and a violation of Tropic Supply, Inc.'s rights.

### ONLINE USER ACCOUNT TERMINATION

- Tropic Supply, Inc. may terminate your account, username, password or any other form of authorization for any reason, in Tropic Supply, Inc.'s sole discretion. Termination may affect your access to services on the website, your account details or other material. If your use of Tropic Supply, Inc.'s Online Ordering Platform is terminated, you will remain liable for any obligations you have incurred in connection with using Tropic Supply, Inc.'s Online Ordering Platform.

### RESERVATION OF RIGHTS

- Customer agrees that Tropic Supply, Inc. may, in its sole discretion, amend, modify or change the Online User Agreement. If the Online User Agreement is no longer acceptable to Customer, Customer may cancel this agreement. Customer's continued use of Tropic Supply, Inc.'s Online Ordering Platform constitutes notice and acceptance of the most current ONLINE USER AGREEMENT, which is available for viewing at [www.tropicsupply.com](http://www.tropicsupply.com). IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT ACCEPT AND/OR DO NOT USE THIS SITE.
- Customer agrees that in the event of any dispute concerning transactions processed via Tropic Supply, Inc.'s Online Ordering Platform, records of such transactions are prima facie proof of the transaction and that the Customer bears the burden of challenging the validity of Tropic Supply, Inc.'s records.
- Customer understands that Tropic Supply, Inc. may terminate this agreement at any time by sending notice to Customer. Customer is responsible for all transactions requested and processed prior to termination.
- Customer agrees that if any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- No waiver of any breach of any provision of this Agreement shall constitute a waiver of any other breach of the Agreement or any other provisions hereof.