



DIRECTED ONLINE SALES TERMS AND CONDITIONS

All Orders imply full acceptance of the terms/conditions below & supersedes any verbal or written agreement.

1. **Payment:** All invoices are to be paid based on net 30 terms. In the event that a revolving line of credit is accepted, all payments must be made at the end of the month of invoice. Failure to pay invoices within the time periods previously enumerated may subject the customer to collection proceedings for which costs and expenses will be sought. In the event that Directed Online should commence any legal action(s) or otherwise seek to collect payment from customer, the customer agrees to pay reasonable attorney(s) and/or collection agency fees, prior to, and subsequent to judgment entered by a court of law, and other expenses incurred by Directed Online whether or not a suit is filed. Customer expressly waives the right to a jury trial.

2. **Limits of Liability:** In no case will Directed Online nor any of its agents be liable for reimbursement of any expenses, costs or claims alleged due to the defect of any product or due to the failure to timely delivery by a carrier. Directed Online Inc, or agents will also not be liable for any claimed loss of business opportunity due to any defect in any Directed Online Product or the failure to timely deliver any Directed Online product. The sole recourse to any customer is the replacement or repair of a product or the refund of the purchase price of any Directed Online Product, at the discretion of Directed Online.

3. **Retention of Title:** Title in all goods and services provided will remain with Directed Online until full payment, including interest or penalties where applicable, is received. Title will also vest in all proceeds of our goods that are transferred to any third parties

4. **Governing Law:** Any disputes arising from any Directed Online order entered in the United States of America shall be subject to the laws of the State of New York and shall be submitted to binding arbitration according to the rules of the American Arbitration Association. This arbitration shall be carried out in the City of New York at a date and location determined by the parties and arbitrator.

5. **Impossibility of performance:** Should one or more of the provisions in this contract be voided by statute or public policy of the location where it is executed, all other terms and provisions shall remain valid and enforceable. All voided clauses shall resume their effect as soon as the reason for inapplicability has ceased. Acts of God, acts of state, war, disturbance or strike, acts of nature, fire, law or judicial decisions shall be deemed as force majeure events and will constitute impossibility of performance. In the event of temporary impossibility, performance of the contract shall resume on the same terms once the reason for non-performance has ceased.

6. **Termination of Relationship:** Upon the breach of any of the obligations of this contract, in particular, non-payment or delay in payment of any outstanding balances, we may, at our own choosing, terminate the relationship with any customer. Termination of the relationship shall not relieve the customer of any of its obligations.

Warranty Policy

Directed Online guarantees their product under a series of warranties for manufacturing defects. Under the warranty policies, product believed to be a manufacturing defect will be repaired and/or replaced upon inspection of the issue. The customer is responsible for shipping the product to Directed Online for inspection. At the discretion of Directed Online, if the issue is deemed a manufacturing defect, the product will be repaired and/or replaced and returned to the customer at no cost standard ground shipping. Free replacement products cannot be sent until an assessment of the supposed defective product is made. At the discretion of Directed Online, if the received product is deemed not to be a manufacturing defect, the customer will be notified, and the product may be repaired and/or replaced at the customers cost. Shipping charges will be the customer's responsibility for any items needing expedited shipping. Issues that are not covered under the warranties include but are not limited to: Mistreatment of product, Unauthorized alteration, Natural disasters, Incorrect use, Theft, Loss, Vandalism, Destruction, Damages occurred while in transit.