

TERMS AND CONDITIONS FOR SERVICES ORDERED VIA THE  
WWW.WASEFULFILLMENT.COM WEBSITE

Welcome to the [www.WASEFulfillment.com](http://www.WASEFulfillment.com) website (“Website”).

These General Terms and Conditions, together with all of the content on the Website, including but not limited to the instructions, procedures, privacy policy and other information contained on the Website constitute a contract (the “Contract”) between all users of this Website and WASE Fulfillment (“WASE” or “We” or “Us” as the context requires). The Contract applies to all use of the Website, including but not limited to services and other items that are ordered via the Website, as well as all communications that are transmitted over the Website or otherwise exchanged between you (hereinafter “You” or “Your” or “Yourself” as the context requires) and WASE. By using the Website, You accept and agree to this Contract in every respect, including but not limited to all of the terms, conditions, notices and other content on the Website (collectively the “Terms”) and agree to be legally bound by the Contract.

By visiting the Website or corresponding with WASE via the Website, by email or by other means, electronic or otherwise, You consent to receive electronic communications and You agree that all agreements, including this Contract, notices, transmissions of information, disclosures and other communications which You and WASE exchange electronically satisfy any legal requirement that such communications be in writing.

If You use this Website, You are responsible for maintaining the confidentiality of Your account and password and for restricting access to Your computer, and You agree to accept responsibility for all activities that occur under Your account or password. You may not assign or otherwise transfer Your account to any other person or entity. You acknowledge that WASE is not responsible for unauthorized third-party access to Your account and any losses, damages or costs that result from the same. WASE does not knowingly collect, either online or offline, personal information from persons under the age of thirteen and the Website is not directed nor promoted to anyone under the age of 18. If You are under the age of 18, You may use the Website only with the permission of a parent or guardian and if You want to place orders for services to be performed by WASE, Your parent or guardian must order such services on Your behalf and enter into the Contract in his/her/their name(s).

You are solely responsible for arranging the transport and delivery of Your inventory to WASE’s warehouse identified on the Website, whether that inventory originates inside or outside the United States. Accordingly, WASE is not responsible for any shipping, customs clearance costs, customs duties, taxes, tariffs, port storage, freight forwarding fees or other charges that relate to Your inventory.

WASE reserves the right to refuse acceptance of any of Your inventory if WASE, in its sole discretion: (i) WASE believes Your inventory is dangerous, (ii) Your inventory appears damaged, (iii) if the services You have requested from WASE are not within the services WASE normally

offers, (iv) if Your inventory is otherwise unacceptable, or (v) if You and WASE disagree as to the charges to be collected for WASE's services or other items offered on the Website.

In the event that Your inventory arrives at WASE's warehouse in an apparently damaged or dangerous condition, or Your inventory is otherwise unacceptable for any of the reasons mentioned above, and nevertheless WASE elects to accept Your inventory, WASE will promptly inform You of the specifics of the situation and instruct You to contact WASE to discuss how to proceed with respect to such inventory.

If after unboxing any of Your inventory, WASE discovers that any inventory is damaged, dangerous or otherwise unacceptable, WASE will promptly inform You of the specifics of the situation and instruct You to promptly contact WASE to discuss how to proceed with respect to such inventory. If a mutually acceptable approach to dealing with either of these situations is not reached within ten (10) business days, WASE shall have the right, in WASE's sole discretion, to sell Your inventory at any price, if anything, store Your inventory at Your expense, or otherwise dispose of Your inventory. Such sale, storage or other disposition of Your inventory is without prejudice to WASE's right to pursue any additional legal remedies in order to be made whole.

Under no circumstances shall WASE be liable or otherwise responsible for any of Your inventory which arrives at WASE's warehouse in a damaged, dangerous or otherwise unacceptable condition, including a quantity less than what the vendor promises. Moreover, We inform You and You acknowledge that WASE's warehouse, which receives, processes and otherwise handles Your inventory in connection with all of the services that are advertised on, and which You order via the Website, including but not limited to the labeling, kitting (bundling) and packaging of Your inventory for pickup by an authorized carrier for Amazon. Notwithstanding anything else stated in these Terms and Conditions, if we make any error while labelling, processing, bundling, packaging or otherwise handling Your inventory, You agree that (i) Your sole remedy is to seek damages from WASE, and (ii) Your damages shall be limited to the price at which You obtained Your inventory or at reasonable wholesale value, whichever is less, that is affected by the error.

When ordering services or other items from WASE, You agree to submit the completed credit card authorization form used by WASE, which credit card authorization will be accessible from the Website or, upon request, emailed to You by WASE. This completed credit card authorization form shall authorize WASE to charge Your credit card for the services and/or any items You have ordered from WASE. Once the requested services are provided, WASE shall charge Your credit card. If the services involve shipping any of Your inventory to Amazon, WASE may, in its sole discretion, elect to charge Your credit card before transferring possession of the inventory to Amazon's partnered carrier.

If for any reason WASE's charges are declined in whole or in part, WASE may retain possession of Your inventory in which case WASE shall not be liable for any delays. If WASE's charges are not accepted or payment is not received by WASE within ten (10) business days, WASE shall have the right, in WASE's sole discretion, to sell Your inventory at any price and apply the

proceeds to the amount You owed WASE, store Your inventory at Your expense, or otherwise dispose of Your inventory. Such sale, storage or other disposition of Your inventory is without prejudice to WASE right to pursue any additional legal remedies in order to be made whole.

The prices of WASE's services and other items are as indicated on the Website. Notwithstanding any other statement herein, WASE may change these prices from time to time in accordance with this Contract without notice. Pricing for WASE's services is based on the time of WASE's receipt of any particular shipment of Your inventory. Subsequent orders for WASE's Services, or subsequent shipments of inventory under an existing order, shall be governed by the Prices and Terms as published on WASE's Website as of the date of that subsequent order.

The exact condition of Your inventory cannot be fully assessed until received. While WASE does its best to adhere to the stated prices and estimate quotes, it is impossible for such prices and estimate quotes to take into account certain unexpected events, situations or circumstances and any additional costs that may attend them.

The prices referenced on WASE's Website, in WASE's price quotations, in WASE's correspondence and other online sources are ESTIMATES ONLY, and may be subject to change at WASE's sole discretion based on the condition of Your inventory when We receive it or if, after receiving Your inventory, We discover a problem, condition or other circumstances that will require Us to spend more time than is normally required for Us to handle and process Your particular order. In such cases, We will promptly inform You of the price and other costs, if any, which will be required to process or continue processing Your order. If You accept the price and other costs, if any, that We quote to You at that time, you will be required to pay these amounts before We process or continue processing Your order. If You decline to accept the price and costs We quote to You at that time, You may ask Us in writing to forward Your inventory to You or to another location at Your expense, which will be quoted to You at the time and must be paid in advance and may include all or a portion of whatever charges We may impose for handling or partially processing Your order, if any. If You decline to immediately pay the expenses quoted to You, We will hold Your inventory at Your exclusive risk for ten (10) business days after which shall have the right to sell all or part of Your inventory to cover WASE's price and costs for holding Your inventory and/or donate or otherwise dispose of all or part of Your Inventory in any manner that is available to use at WASE's sole discretion.

WASE retains the right to decline to accept Your shipment of inventory for any reason. In any case where We decline to accept Your shipment of inventory or You decline to pay WASE's prices and costs under the circumstances addressed herein, in addition to the contractual remedies provided herein and any other remedies which are available to us at law or equity, We shall not be liable any costs, fees or other direct or indirect damages including but not limited to shipping charges, lost sales, poor reviews, or lost brand equity.

If We end up storing Your inventory because You have asked Us to do so or if WASE has stopped processing Your inventory as provided herein, or for any other reason mentioned herein

and it does not involve WASE's fault, You will be liable to WASE for storage charges. If You do not timely pay WASE's storage charges within ten (10) business days of being notified by WASE, WASE will hold Your inventory at Your exclusive risk for ten (10) business days after which shall have the right to sell all or part of Your inventory to cover WASE's price and costs for holding Your inventory and/or donate or otherwise dispose of all or part of Your Inventory in any manner that is available to use at WASE's sole discretion.

If WASE mislabels any of Your inventory, or makes any other mistake with respect to the preparation, packing and/or shipment of Your inventory, WASE will pay any return shipping charges from Amazon, but in no event shall WASE be liable for any lost sales or lost profits, or any damage to Your inventory that occurs during the return process.

Although You will authorize WASE to access Your Amazon sellers account, WASE shall in no event be responsible for any actions taken by Amazon against You. You agree that this is Your responsibility.

Once Your inventory has been delivered to Amazon's partnered carrier, WASE shall not be liable for any delivery delays or issues with Amazon's receiving process which result in delays or other problems.

You may cancel Your order at any time prior to our receiving Your inventory and obtain a full refund of payments made, if any. Any cancellations made after WASE has received and accepted delivery of Your inventory may qualify for a partial refund at WASE's discretion.

In addition to any other remedies WASE may have under this Contract or in law or equity, WASE reserves the right to cancel Your account if You are in arrears in Your payments to WASE and You do not cure such arrears within ten (10) days of being notified by WASE.

You represent and warrant that none of the trademarks used on Your inventory and none of the content or other features of Your inventory will infringe the trademark rights, copyrights, patent rights or other intellectual property rights of any party.

With the exception of the AMAZON trademark, or as otherwise indicated herein, all trademarks displayed on the Website are the property of WASE. Except for the photos on the Website and the software that drives the Website, all of which are licensed, WASE is the copyright owner of the content on the Website. You agree not to infringe upon any of WASE's trademarks, copyrights and other intellectual property rights, or the copyrights of the owner of the photos displayed on the Website, or the owner of the software that drives the Website. You agree that You will not use the Website for any purpose that is inconsistent with the Contract, or that is unlawful or otherwise wrongful. You agree not to use or access the Website in any manner that could damage, disable, overburden, impair or otherwise interfere with the Website or any person's use of the Website.

The Website is controlled, operated and administered by WASE from our offices within the United States. If You access the Website from a location outside the United States, You agree to comply with all local laws and other applicable laws.

To the extent the Website contains or links to a blog or other content that is populated by persons other than WASE, WASE is not responsible for any of the content on any such blogs, whether such content is in textual, photographic, digital, software or any other form. In addition, WASE shall not be deemed to be a partner, associate, joint venturer or have any other relationship with persons who own, operate, post to or otherwise populate such blogs with content. To the extent this Website links to any websites of third parties, WASE shall not be responsible for any of the content on any such blogs, whether such content is in textual, photographic, digital, software or any other form. In addition, WASE shall not be deemed to be a partner, associate, joint venturer or have any other relationship with persons who own, operate, post to or otherwise populate such websites with content.

You agree to indemnify, hold harmless and defend WASE, as well as its officers, directors, employees, agents, contractors, assigns and third parties, for any losses, costs, liabilities and expenses (including, but not limited to reasonable attorneys' fees and court costs) which relate to, arise out of or result from Your use of the Website, Your violation of any provisions of the Contract, Your violation of any rights of any third party, Your violation of any applicable laws, rules or regulation, and/or any defects in Your inventory.

WASE makes no representations about the suitability, reliability, availability, timeliness, and functionality of the Website, including but not limited to the software which drives the Website. To the maximum extent permitted by applicable law, the Website is provided "as is" without warranty or condition of any kind. WASE hereby disclaims all warranties and conditions with regard to the Website, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

To the maximum extent permitted by applicable law, in no event shall WASE be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages arising out of or in any way connected with the use or performance of the Website, with any delay or Your inability to use the Website or order WASE's services, neither shall WASE be liable for any of the aforementioned types of damages resulting from WASE's provision of or failure to provide any requested services, or for any such damages that may arise out of Your use of the Website, whether based on contract, tort, negligence, strict liability or otherwise, even if WASE has been advised of the possibility of such damages or losses. If WASE causes or is otherwise responsible for any damage to any of Your inventory, Your sole remedy shall be the reasonable wholesale value of any damaged inventory. In no event shall WASE be liable for any loss of profits or any other damages.

You agree that neither this Contract nor Your use of the Website establishes any agency, partnership, joint venture or employment relationship between You and WASE, or between You and any of WASE's agents, employees, contractors, directors or officers.

If any provision of this Contract is declared void, invalid or unenforceable by a Court of competent jurisdiction, then the invalid, void or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely conforms to the intent of the original provision and the remainder of the Contract shall continue in full force and effect.

No delay or failure by WASE to exercise any of its rights under this Contract shall be construed as a waiver thereof, nor shall any waiver of any of WASE's contractual rights or other legal rights preclude any further exercise thereof or the exercise of any other such rights.

No delay or failure of performance by WASE under this Contract shall be considered a breach of this Contract, and any such delay or failure of performance shall be excused to the extent it is caused by any occurrence beyond the reasonable control of WASE including, but not limited to, changes to Amazon's rules, regulations or Terms of Service, acts of God, power outages, earthquakes, bad weather, traffic conditions, or governmental restrictions.

Unless otherwise stated herein, this Contract constitutes the entire agreement between You and WASE with respect to the subject matter hereof and all prior or contemporaneous agreements with respect thereto are superseded by the Contract. Except as otherwise stated herein, no amendment or modifications of this Contract shall be binding unless in writing and duly executed by You and an authorized representative of WASE.

A printed version of this Contract and/or any notices or other communications provided in electronic form shall be admissible as evidence or otherwise admissible in judicial or administrative proceedings arising out of or relating to this Contract to the same extent as other business documents and records originally generated and maintained in printed form.

Notwithstanding any other provision of this Contract, WASE has the right to comply with all governmental, regulatory agency, administrative agency, court and law enforcement requests or requirements relating to Your use of the Website or any information You provide to WASE regarding Your use of the Website.

WASE may, in its sole discretion, freely assign its rights and delegate its duties under this Contract. The provisions set forth in this Contract are for the sole benefit of You and WASE and shall not be construed as conferring any rights on any other persons.

This Contract shall be governed by and construed under the laws of the state of Montana without reference to any conflict of laws principles. The exclusive venue for the resolution of any action or claim arising out of or in relation to this Contract shall be any court of competent jurisdiction in Custer County, Montana to whose jurisdiction You and We expressly consent. If You reside in or use the Website in any jurisdiction that does not give effect to all of the Terms of this Contract, You are not authorized to use the Website.

WASE reserves the right, in its sole discretion, to change the Terms of this Contract at any time. The most current version of the Terms will supersede all previous versions. Your continued use of this Website and WASE's services constitutes Your acceptance of such changes.

## Contact Us

If You have any questions or comments regarding the Website, Your use of the Website or the Contract, please feel free to contact Us at:

WASE Fulfillment LLC

117 Pleasant Miles City, MT 59301

Email Address:

[support@WASEFulfillment.com](mailto:support@WASEFulfillment.com)

Telephone number: (406)233-6590 (8:00 a.m. to 5:00 p.m. Mountain Standard Time)

You may also complete and submit the online form which is displayed on the "Contact" page of the Website.