TERMS OF USE

Last updated: March, 2019

Permission for the use of Thermal Devices, Inc.'s ("Thermal Devices") website and the content contained on it is granted subject to the following terms and conditions:

By accessing this page, you agree to and are bound by the terms of this Terms of Use policy, as well as the Privacy Policy and any other notices set forth on this website. **Please read these Terms of Use and our Privacy Policy carefully.** If you do not agree to all of the terms and conditions contained in this Terms of Use or our Privacy Policy, you are not authorized to use this page on the content contained on it.

This Site and its Services have been developed for use by Thermal Devices, its customers and individuals seeking employment with Thermal Devices. By accessing and navigating this site, you acknowledge that you are over the age of 13. If you are under the age of 13, please do not use this site or provide us with any such information about yourself. If it comes to our attention that we have collected such information, we will delete it as soon as we discover it. Thermal Devices does not sell to individuals under the age of 18. Any person accessing and navigating this site from the European Union (EU) must read our Privacy Policy.

Please also refer to the Standard Terms and Conditions of Sale for additional information about sales from Thermal Devices.

Pricing and Product Description on Our Site

Thermal Devices cannot confirm the price of an item until you place an order. Despite our best efforts, a small number of the items we offer may be mispriced. If the correct price of an item we sold is higher than our listed price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. We generally do not charge your credit card until after your order has entered the shipping process.

Thermal Devices attempts to be as accurate as possible. However, we do not warrant that product descriptions or other content of any of our Services is accurate, complete, reliable, current, or error-free. If a product we offered is not as described, your sole remedy is to return it in unused condition for a credit. We also attempt to insure that any information that is contained in any e-mail, fax or other written material is accurate, but neither Thermal Devices nor its suppliers and/or manufacturers warrant or guarantee such accuracy. You should take all necessary steps to independently verify all relevant information prior to making any purchase based on such information. Thermal Devices may change, update or correct all or any portion of the Brace Pro Direct website and the information contained therein at any time without notifying you. You should check back from time to time to see if any information has changed. This website will indicate the date that information was last updated.

Order Shipment

Thermal Devices freight terms are strictly F.O.B. – ORIGIN (aka –Ship Point) with freight either Pre-paid and Added to your invoice or Freight Collect to your open account with a carrier of your choice. As a protection to our customers, it is our policy that all orders with FOB-Origin terms, regardless of whether Pre-pay & Add or Collect to your carrier account, will be shipped and fully insured for the contract price of the order at the customer's expense using the carrier's insurance service unless Thermal Devices has an instruction in writing from the customer at the time of order specifically indicating that they do not wish their shipments to be insured. If your purchase value is high, you should confirm with your salesperson that you do/do not wish to have shipment insured for your protection. Please take note that if insurance is refused, any loss after date of shipment will be the customer's sole responsibility.

Governing Law

By visiting Thermal Devices's website, you agree that the laws of the state of Maryland, without regard to principles of conflict of laws, will govern these Terms of Use and in the event that any dispute of any sort that arises between you and Thermal Devices.

Intellectual Property Rights and Ownership

The copyright in all material provided on this site, such as text, graphics, logos, layout, formatting, links, appearances, button icons, images, audio clips, digital downloads, data compilations, is the proprietary property of Thermal Devices, or its content suppliers, and is protected by United States and international copyright laws. All content on this site is the exclusive property of Thermal Devices and protected by U.S. and international copyright law, and all rights are reserved. None of the material on this website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, without the express written permission of Thermal Devices or the copyright owner.

Limitation of Liability / Disclaimer

As a distributor, Thermal Devices does not manufacture any products. All of our products are warranted by their respective manufacturers and we extend those warranties to our customers only to the extent that we are permitted to do so by the manufacturer. We make no express warranties of any kind whatsoever. All products are sold "AS IS, WHERE IS" and subject solely to the manufacturer's warranties and conditions of sale. Thermal Devices makes no representation of any kind, express or implied, with respect to any product, including, without limitation, any warranty of merchantability, non-infringement or fitness for any particular purpose, and we hereby disclaim any such warranties.

Thermal Devices will specifically not be liable, under any legal definition, for incidental, consequential, punitive or similar damages resulting from the performance of, use of or in connection with any product supplied by Thermal Devices, including non-conforming or defective products. In all cases, for all products, the manufacturer's product warranty as it

extends, and if it extends, to our customer, shall be the only warranty available to our customers. In no event, even if we have been advised of or are aware of the potential for a claim from a third party(ies), will Thermal Devices be liable for any loss of profits, loss of use, or any other loss, incidental or otherwise, related to the performance of, use of or in connection with any product supplied by Thermal Devices, including non-conforming or defective products. No employee or agent of Thermal Devices has the authority to enter in to any agreement or contract that contains terms and conditions that differ in any way from those found in this document.

As a distributor, Thermal Devices offers technical support for the products we sell. However, we are not, in any way, consulting engineers or design engineers. Our customers are solely responsible for the selection, installation, use and performance of products purchased from Thermal Devices. We strongly urge our customers to seek licensed, competent, professional advice regarding the use or installation of any of our products. Our customers are solely responsible for determining and following all local or national code requirements related to the use of products purchased from Thermal Devices. We expressly disclaim any authority or knowledge with regards to the safe installation and use of our products. All products should be installed according to the manufacturer's instructions. All such instructions are either shipped with the product or readily available from most manufacturers. Equipment damage or serious injury could result from a failure to follow the proper installation guidelines or code requirements.

THE THERMAL DEVICES SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS WEBSITE ARE PROVIDED BY THERMAL DEVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE THERMAL DEVICES SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THERMAL DEVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE THERMAL DEVICES SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DO NOT WARRANT THAT THE SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE THERMAL DEVICES SERVICES, OUR SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THERMAL DEVICES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY OF OUR SERVICES, INCLUDING, BUT

NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.