

SHIPMASTER™

By Broadway Kleer-Guard Corp.

Terms and Conditions (Online Sales of Goods)

1. SUPPLEMENTAL TERMS AND CONDITIONS

These Supplemental Terms of Service (the "Supplemental Terms") govern your access to and use of the shipmasterbags.com websites and online services (the "Shipmaster Site"). These Supplemental Terms are a legal agreement between you and Broadway Kleer-Guard Corp. and its affiliates (hereafter, "Broadway"), which operate the Shipmaster Site (collectively, "we" or "us"). Your access to and use of the Shipmaster Site also is governed by and subject to the [Broadway Terms and Conditions](#) (the "Terms"). The Supplemental Terms set forth certain additional terms and conditions that apply to your access to and use of Shipmaster Site and related services, including to sales of products and services on or through the Shipmaster Site (together, the "Services"). To the extent there is any direct conflict between the [Terms](#) and these Supplemental Terms, these Supplemental Terms shall control. Shipmaster™ is a registered trademark of Broadway.

BY ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND BY THE TERMS AND THESE SUPPLEMENTAL TERMS. If you do not agree to the terms in this Agreement, you must not use this Website. BROADWAY may change the terms of this Agreement at any time, and your use of this Website after such changes are posted will mean that you accept them.

The Services, the Supplemental Terms, and the Terms may be modified at any time, for example to reflect changes in laws or regulatory requirements. Any use of the Services by you after we post modifications to the Supplemental Terms or the Terms constitutes your acceptance of those modifications.

2. SPECIAL TERMS AND CONDITIONS APPLICABLE TO SALES OF PRODUCTS AND SERVICES; CUSTOMER SERVICE CONTACT INFORMATION

The Shipmaster Site allows you to order products supplied by third party suppliers. Products purchased via the Shipmaster Site are collectively referred to herein as "Merchandise."

ALL PURCHASES ARE SUBJECT TO PRODUCT AVAILABILITY. BROADWAY EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY DAMAGE, LOSS OR INJURY ARISING OUT OF YOUR PURCHASE OR USE OF ANY MERCHANDISE OR SERVICES.

2.1. Use of the Services.

By accessing and using the Shipmaster Site and Services, you represent and warrant that: (a) all information you submit is truthful and accurate; (b) you are eighteen (18) years of age or older; (c) your use of the Shipmaster Site and Services does not violate any applicable law, rule, or regulation; and (d) you will comply with all terms and conditions set forth in these Supplemental Terms and agree that these terms govern your access to and use of the Services.

The content and information posted by us on the Shipmaster Site may be used by you only for informational, personal, or other non-commercial purposes authorized by us.

The design of the Services and all text, graphics, information, content, software, technology components, and other material used by, displayed on, or that can be downloaded from the Services are either the property of, or used with permission by, Broadway, our suppliers, or other third parties and may be protected by copyright, trademark, and other laws and may not be used except as permitted under the Terms and the Supplemental Terms or with the prior written permission of the owner of such material. You may not modify the information or materials located on the Services in any way or reproduce or publicly display, perform, or distribute or otherwise use any such materials for any public or commercial purpose. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations.

By accessing and using the Shipmaster Site and Services, you agree that Broadway may notify you about changes to prices and/or Services by sending an email to an address you have provided to Broadway or by publishing a notice on the informational page(s) of the Broadway website applicable to the Services. It is your responsibility to notify Broadway of any change in your email address by logging in to the applicable Broadway website portal and using the online account management tool. If your email service includes functionality or software that catalogues your emails in an automated manner, it is your responsibility to ensure you retrieve those emails we send to you, e.g., by routinely monitoring your bulk, junk and/or spam email folders or by adding us to your address book or safe senders list.

2.2. Products, Content and Specifications; Accuracy of Information.

Although Broadway has made every effort to display our products and their colors, textures and appearance as accurately as possible, the displayed attributes of the products depend upon the monitor of the user, and Broadway cannot guarantee that the user's monitor will accurately portray the actual attributes of the products. Products displayed may be out of stock or discontinued, and prices are subject to change. Broadway does not warrant the accuracy of customer product ratings, comments or feedback.

In no event will any information or other content contained in the Terms or Supplemental Terms or any area of the Broadway website be construed as a representation or guarantee with respect to any content, services, or products. We do not guarantee the accuracy, completeness, or usefulness of any descriptions or other content. Broadway is not responsible for any error in copy or images relating to Merchandise, Services or any other products offered via the Shipmaster Site. We reserve the right to correct any errors, inaccuracies, or omissions (including after an order has been submitted) and to change or update information at any time without notice. Further, we do not endorse, and are not responsible for, the accuracy or reliability of any opinion or statement made via the Services by any third party, including, without limitation, customers, manufacturers, distributors, and suppliers of products and services sold through the Shipmaster Site. We assume no responsibility or obligation to modify or remove any inaccurate content. Your receipt of an order confirmation from us does not signify acceptance of your order, nor does it constitute confirmation of an offer to sell.

It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the possession, use, and sale of any item purchased on or through the Services. By placing an order, you represent that the products ordered will be used only in a lawful manner.

2.3. Price Modifications; Merchandise and Services Availability

Broadway reserves the right to modify the price of any Merchandise, Services or any other products offered via the Shipmaster Site. The inclusion of any products or services on the Services at a particular time does not imply or warrant that these products or services will be available at any other time(s). Products included

on the Services may be unavailable and/or may have different attributes than those described on the Services. Any offer to sell any Merchandise or any other products or services offered via the Shipmaster Site, may be discontinued at any time in Broadway's sole discretion.

In the event Merchandise offered is incorrectly listed as available or is listed at an incorrect price due to typographical error or other error in pricing or other information, we will have the right to cancel orders of any such product (including after an order has been submitted). If your payment card has already been charged for the purchase and your order is cancelled, Broadway will refund any such charges within a commercially reasonable period of time after cancellation. If an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item.

The Services and any other applicable products offered via the Shipmaster Site are subject to transmission limitations of the Internet and, as applicable, wireless carriers, including, but not limited to, video and/or audio dropouts, rebuffering or loss of connection.

2.4. Promotions and Coupons

In order to participate in or use certain services, programs (including any customer rewards or loyalty programs), promotions, discounts, vouchers, or coupons that may be run from time to time with respect to the Shipmaster Site ("Offers"), you may be required to agree to additional or different terms and conditions ("Offer Terms"). If there is a conflict between these Supplemental Terms and any Offer Terms, the Offer Terms shall control and the non-conflicting provisions in the Terms and these Supplemental Terms will continue to apply.

Under these Supplemental Terms, unless otherwise prohibited by law, any Offer: (a) applies to in-stock merchandise only and not to gift cards or services; (b) is not valid for cash or cash equivalents; (c) may not be combined with any other coupons or offers; (d) expires on the date specified in the Offer, or, if no date is specified, the later of 5 (FIVE) years from the date of issue or the date required by applicable law, and (e) cannot be reproduced, modified, sold, or traded or used to pay any tax, such as sales tax, or any value added service. In addition, some Offers may be in the form of a voucher or coupon. We reserve the right to limit, change, or cancel any Offer or associated order, without prior notice, even after you have attempted to redeem the Offer or placed your associated order.

2.5. Customer Service

Should you have any questions about the purchase of Merchandise via the Shipmaster Site or these Supplemental Terms, please call Shipmaster Site Customer Service at 800.342.5113 within the U.S., or e-mail sales@broadwayind.com

2.6. Purchasing; Price; Payment

In order to purchase Merchandise or any other products or services via the Shipmaster Site, you may be required to provide complete and accurate personal information, including, without limitation, your name, address, telephone number, e-mail address, credit or debit card information and shipping address. The [Privacy Policy](#) of this Website explains how such information collected via the Shipmaster Site may be collected and used by Broadway. Your ability to purchase Merchandise, Services and/or any other products offered via the Shipmaster Site is subject to limits established by your card issuer. We reserve the right, without prior notice, to limit the order quantity on any product or service, to refuse service to any customer, or to cancel any order, including after it is submitted. By purchasing any Merchandise, Services or any

other products offered via the Shipmaster Site, you acknowledge and agree that your credit or debit card is being charged by the payment processor of Broadway or its Vendor, the operator of such product or service. For purposes of this Agreement, such payment processor will be referred to as a "Vendor." Broadway may in its sole discretion decline service to or terminate any account. Broadway is not responsible, and you may not hold Broadway liable, for any breaches in transaction security by any third party.

2.7. Sales Tax

For certain purchases of Merchandise or Services made via the Shipmaster Site and/or third party Vendor, Broadway or said Vendor is required to collect sales tax. In states or regions that impose sales or use tax, a purchase is subject to tax unless specifically exempt. Purchases from the Broadway Properties are not exempt from sales or use taxes simply because they are made from the Internet or because Broadway is not required to collect sales or use tax by any particular state or region. Whether any sales tax will be collected on a given purchase and the amount of tax charged depends on a number of factors including whether the seller is subject to tax in a given jurisdiction. The purchaser is responsible for any applicable taxes not collected by Broadway and certain states require purchasers to file a sales/use tax return annually reporting taxable purchases that were not taxed and to pay such tax. For details, see the website of, or otherwise contact, the applicable taxing authority. If any sales tax will be collected directly by Broadway in connection with a purchase, that amount will be shown either prior to the completion of any purchase or reflected in the final confirmation of that purchase.

For Oklahoma purchasers, applicable use tax on purchases made via the Broadway Properties may be reported and paid on an Oklahoma individual income tax return [Form 511] or by filing a consumer use tax return [Form 21-1]. The referenced forms and corresponding instructions are available on the [Oklahoma Tax Commission website](#).

For South Dakota purchasers, applicable sales or use taxes on purchases made via the Broadway Properties may be reported and paid on the South Dakota use tax form, available with corresponding instructions on the [South Dakota Department of Revenue website](#).

2.8. Shipping Limitations.

When an order is placed, it will be shipped to the address designated by you as long as that shipping address is compliant with the shipping restrictions contained on the Shipmaster Site if any. For all purchases made on or through the Shipmaster Site, risk of loss and title for items purchased on or through the Shipmaster Site pass to you upon delivery of the items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

3. LINKING

This Website and the Shipmaster Site may contain links and pointers to other World Wide Web sites and resources, including links to and from this Website and/or the Shipmaster Site from or to other websites or locations maintained by third parties. Such links do not constitute an endorsement by Broadway of any such third party website or content. Broadway is not responsible for the availability of these third party resources or their contents. You should direct any concerns regarding any external link to the website administrator or Webmaster of the applicable third-party website or location.

4. DISCLAIMER OF WARRANTIES

USE OF THIS WEBSITE AND THE MERCHANDISE AND SERVICES, INCLUDED HEREIN AND THEREIN, ARE AT YOUR EXCLUSIVE RISK, AND THE RISK OF INJURY FROM THE FOREGOING RESTS EXCLUSIVELY WITH YOU.

EXCEPT FOR ANY WARRANTIES THAT MAY BE EXPRESSLY PROVIDED BY BROADWAY AND/OR THE APPLICABLE VENDOR, THIS WEBSITE, AND ALL MATERIALS CONTAINED OR DISTRIBUTED HEREIN, INCLUDING, BUT NOT LIMITED TO, ALL MERCHANDISE, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BROADWAY DOES NOT WARRANT THAT: (1) THIS WEBSITE, THE SHIPMASTER SITE OR ANY PRODUCTS OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; (2) DEFECTS OR ERRORS IN THIS WEBSITE, MERCHANDISE OR SERVICES WILL BE CORRECTED; (3) THIS WEBSITE, MERCHANDISE OR SERVICES WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (4) ANY INFORMATION CONTAINED IN THIS WEBSITE, MERCHANDISE OR SERVICES WILL BE ACCURATE OR RELIABLE. IN NO EVENT SHALL BROADWAY BE LIABLE FOR ANY FAILURE, INTERRUPTION OR ERROR WITH RESPECT TO ANY ASPECT OF THIS WEBSITE, INCLUDING THE AVAILABILITY OF ANY FEATURE OR FUNCTIONALITY.

BROADWAY ALSO MAKES NO WARRANTY REGARDING ANY THIRD-PARTY TRANSACTIONS EXECUTED THROUGH OR IN CONNECTION WITH THE SHIPMASTER SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH THIRD-PARTY TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT SHALL BROADWAY BE LIABLE FOR ANY BREACH IN TRANSACTION SECURITY CAUSED BY A THIRD PARTY ARISING OUT OF OR RELATING TO ANY ATTEMPT TO PURCHASE MERCHANDISE OR SERVICES.

5. INDEMNIFICATION

You hereby agree to indemnify and hold the Broadway harmless from all claims, liabilities, damages and expenses (including attorneys' fees and expenses) arising out of or relating to: (A) your use of this Website, Merchandise, and/or other product or services purchased via this Website; (B) any alleged breach of this Agreement by you; (C) your failure to comply with any applicable laws or regulations in connection with the Services; (D) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person in connection with the Services, or (E) any of your dealings or transactions with other persons resulting from use of the Services. You shall not settle any such claim without the prior written consent of the party entitled to indemnification. These obligations will survive any termination of these Supplemental Terms.

IN NO EVENT SHALL BROADWAY OR ANY VENDOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO USE OF OR INABILITY TO USE THIS WEBSITE OR THE SHIPMASTER SITE INCLUDING, BUT NOT LIMITED TO, ANY TRANSACTION FOR PRODUCTS, MERCHANDISE OR SERVICES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE, OR OTHER TECHNOLOGICALLY HARMFUL

MATERIAL THAT MAY INFECT YOUR DEVICE, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR SERVICES OR TO YOUR DOWNLOADING OF ANY CONTENT ON IT OR ON ANY WEBSITE LINKED TO IT. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF BROADWAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE LIABILITY OF BROADWAY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. IN JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, BROADWAY'S LIABILITY IN SUCH JURISDICTIONS FOR SUCH DAMAGES SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THE MAXIMUM LIABILITY OF BROADWAY OR ANY VENDOR FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS WEBSITE, THE MERCHANDISE OR THE SERVICES IS THE AMOUNT PAID HEREUNDER.

6. TERMINATION

BROADWAY may change, suspend or discontinue any aspect of this Website at any time, including the availability of any Merchandise offering, service, feature, database or content. Broadway may also impose limits on certain offerings and features or restrict your access to parts, or the entirety, of the Website without notice or liability at any time in Broadway's exclusive discretion, without prejudice to any legal or equitable remedies available to Broadway for any reason or purpose. This Agreement may be immediately terminated at any time by Broadway in its sole discretion.

7. CHOICE OF LAW

These terms and any and all claims arising out of or related to this Agreement or to your use of any product or service distributed by Broadway shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Jersey, without regard to conflict of laws principles. These Supplemental Terms shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly disclaimed.

8. CONSENT TO JURISDICTION IN NEW JERSEY; JURY TRIAL WAIVER; TIME PERIOD LIMITATION FOR CLAIMS

You agree to submit any and all disputes, claims or controversies arising out of or relating to this Agreement, the breach thereof, or any use of the Website and the Shipmaster Site (including all commercial transactions conducted through the Website) ("Claims"), to the jurisdiction of the state and federal courts located in the State of New Jersey. You agree not to bring any of action relating to the use of this Website, the Shipmaster Site or the interpretation of the Terms or Supplemental Terms in any court in any jurisdiction other than the state and federal courts located in the State of New Jersey. Broadway shall have the right to commence and prosecute any legal or equitable action or proceeding before any US or non-US court of competent jurisdiction to enforce these Terms of Use. YOU AND BROADWAY HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. In any dispute between you and Broadway where Broadway prevails, Broadway shall be entitled to recover its reasonable attorney fees, court costs, disbursements, and other legal expenses. To the maximum extent permitted by law, you permanently and irrevocably waive the right to

bring any Claim any forum unless you provide Broadway with written notice of the event or facts giving rise to the Claim within one (1) year of their occurrence.

9. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties, and supersedes all prior written or oral agreements or communications with respect to the subject matter herein. Broadway in its sole discretion may amend this Agreement, and your use of this Website after such amendment is posted on this Website will constitute acceptance of it by you. Sections 4, 5, 7, 8 and 9 of this Agreement will survive any termination or cancellation of this Agreement. If any term in this Agreement is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. The section headings in this Agreement are for convenience only and must not be given any legal import.

10. NOTICE FOR CALIFORNIA CONSUMERS

Under California Civil Code Section 1789.3, California users of this Website are entitled to the following specific consumer rights notice: the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

Last updated May 1, 2018.