

Agreement for Purchases (Terms and Conditions)

PLEASE READ THESE TERMS AND CONDITIONS OF SALE, INCLUDING THE DISPUTE RESOLUTION PROVISION IN PARAGRAPH 7, CAREFULLY BEFORE MAKING YOUR DECISION TO PURCHASE.

You must be 18 years of age or over, be accessible by telephone and have a valid email address to purchase any product on this website.

1. General

The following terms and conditions (“Terms”) set out below are for the sale of Dynamics products that are offered for sale on this website. **By selecting the “I have read and accept” box on the order form and submitting the order, You accept and agree to be bound by these Terms as they appear on this website at the time You submit Your order.**

2. Ordering and Receiving Dynamics Products

2.1. Orders may only be made by filling in the web order form on this website, selecting the “I have read and accept” box and using the submit button at the end of the order form. In certain cases, You may be required to create and login to an account before submitting an order. You are solely responsible for the accuracy of the data You enter into the order form or when creating an account.

2.2. Your order is an offer to purchase the product at the price shown on this website at the time You submit Your order. You are bound by these Terms upon activating the submit button. Dynamics may or may not accept Your order at its discretion. If Your order is accepted, You will receive an email confirmation from Dynamics which identifies the product that will be delivered to You. You may request to cancel the order as provided for on this website after You make Your order, however whether the order is cancelled is at Dynamics’ discretion.

2.3. Any taxes, duties, shipping and handling costs, and applicable fees will be in addition to the product price and may not appear prior to the total price shown on the order form in U.S. dollars. Payment may be made as shown on this website (“payment method”).

2.4. Dynamics will deliver the product(s) indicated on Your acceptance email, subject to these Terms, to the address indicated on the order form. You will either be charged immediately or when we ship the product to You. Dynamics may, at its discretion, wait for an authorization applicable to the payment method You choose before making or shipping any product You ordered. You will own the product when it is shipped and any risk associated with the product passes to You at that time.

2.5. Any delivery date shown on this website (if any) is an estimate only. Dynamics is not liable for any issues You may have as a result of a delivery that is not in accordance with this website and You should not place an order where the time of delivery is important to You.

2.6. Product tracking may or may not be available for Your purchase.

2.7. Product use. You should only use the product for its intended use. Any attempt to open, disassemble or reverse engineer the product is strictly prohibited.

3. Returns and Refunds

3.1. You may return Your product and receive a refund if You notify Dynamics within fifteen (15) calendar days from the day the product was delivered to You, and the product is in its original form and packaging and has not been altered or modified. Shipping charges may apply.

3.2. Dynamics warrants the Products as set forth on the warranty card supplied with the Product and/or as may be stated on this website. Returns under such warranty will be made in accordance with the warranty.

3.3. Warranty. Dynamics will warranty its products from any defect in design, material or workmanship for a period of sixty (60) days from the date of shipment. Dynamics' obligation under this warranty shall be, at its sole discretion, to either (i) repair the product; (ii) replace it with a new, refurbished, or remanufactured product, or (iii) refund of the purchase price. Any attempt to open or disassemble the product shall void any warranty.

3.4. IF YOU ARE A CONSUMER, THE WARRANTIES REFERRED TO ABOVE ARE IN ADDITION TO AND DO NOT AFFECT YOUR STATUTORY RIGHTS.

4. Dynamics' Liability

4.1. These Terms set out the full extent of Dynamics' obligations and liabilities for online sales.

4.2. Except as may be specified elsewhere in these Terms, there are no warranties, conditions or other terms that are binding on Dynamics regarding any Dynamics product.

4.3. Any warranty, condition or other term arising out of or in connection with any product which might otherwise be implied in or incorporated into the contract by statute, common law, laws applicable in the country where You purchased the Products or Services or otherwise (including without limitation any implied term as to quality, fitness for purpose, reasonable care and skill) is hereby expressly excluded to the maximum extent permitted by law. In particular, Dynamics will not be responsible for ensuring that the Products are suitable for Your purposes.

4.4. Nothing in the contract shall limit or exclude our liability (i) for death or personal injury caused by our negligence or (ii) for fraud or (iii) any breach of the obligations implied by applicable compulsory national laws as to title or (iv) any liability which cannot be excluded by law.

4.5. SUBJECT TO CLAUSE 4.4 DYNAMICS WILL NOT BE LIABLE UNDER THE TERMS FOR ANY LOSS OF INCOME, LOSS OF PROFITS, LOSS OF CONTRACTS, LOSS OF DATA, PERSONAL INJURY OR LOSS OF LIFE OR FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE. DYNAMICS' MAXIMUM AGGREGATE LIABILITY UNDER THE TERMS WHETHER IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT PAYABLE BY YOU TO DYNAMICS IN RESPECT OF THE PRODUCT(S).

No term or condition in these Terms affects Your statutory rights as a consumer, or Your right to return products in Section 3.

5. Data Protection

5.1. Your transaction records are accessible to You if You are a registered customer by logging into Your account.

5.2. By placing Your order, You agreed and understand that Dynamics may store, process and use the data collected from Your order form for processing Your order. This data will be treated in conformance with the Dynamics' privacy policy which is available by clicking on the button Privacy Policy in the footer of this website. If You wish to have access to information we hold concerning You, or if You want to make any changes, or if You do not want to receive information from Dynamics please follow the procedure set forth in the Dynamics Privacy Policy.

6. Circumstances beyond Dynamics' reasonable control

Dynamics will make reasonable commercial efforts to perform its obligations under these Terms. However, Dynamics cannot be held responsible for delays or failure to perform if such delay or failure is caused by any circumstances beyond Dynamics' reasonable control. In the event of a delay, Dynamics will perform its obligations as soon as reasonably possible.

7. Dispute Resolution & Arbitration Agreement

Scope of the Arbitration Agreement. Mindful of the high cost of legal disputes, not only in dollars but in time and energy, both You and Dynamics agree that any legal dispute between You and Dynamics concerning or arising in any way out of a purchase from Dynamics' website, any communications between You and Dynamics, or Your participation in any other program or service provided by Dynamics shall be resolved through binding individual arbitration unless You opt out of this Arbitration Agreement using the process explained below. You understand and agree that You are waiving Your right to sue or go to court to assert or defend Your rights. However, either You or Dynamics may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim. The term "dispute" means any dispute, action, claim, or other controversy between You and Dynamics, whether in contract, warranty, tort, statute, regulation,

ordinance, or any other legal or equitable basis. “Dispute” will be given the broadest possible meaning allowable under law.

Informal Dispute Resolution. Either party asserting a dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail to Dynamics at Dynamics Inc., 493 Nixon Road, Cheswick, Pennsylvania 15024, ATTN: General Counsel. Both You and Dynamics agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

Right to Opt Out of this Arbitration Agreement. You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time You (a) make a purchase from our website; or (b) sign up for any program or service provided by Dynamics. You may also opt out of this Arbitration Agreement within 30 days after we notify You regarding a material change to this Arbitration Agreement. You may opt out by sending a letter to Dynamics Inc., 493 Nixon Road, Cheswick, Pennsylvania 15024, ATTN: General Counsel. You should include Your printed name, mailing address, and the words “Reject Arbitration.”

How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the dispute, the parties shall agree to, or the court shall select, another arbitration provider. Unless You and Dynamics agree otherwise, any arbitration hearing shall take place in the county of Your residence (as determined by Your billing address on file with Dynamics). If You live outside the United States, any arbitration will take place in Allegheny County, Pennsylvania. Dynamics will pay all filing, administrative, arbitrator and hearing costs and waives any rights it may have to recover an award of attorneys’ fees and expenses against You.

Waiver of Right to Bring Class Action and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the dispute with the same remedies available in court, however, any relief must be individualized to You and shall not affect any other customer. You and Dynamics also agree that each may bring claims against the other in arbitration only in Your or their respective individual capacities and in so doing You and Dynamics hereby waive the right to a trial by jury, to assert or participate in any class action lawsuit or class action arbitration, any private attorney general lawsuit or private attorney general arbitration, and any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that the limitations of this paragraph are deemed invalid or unenforceable, any putative class, private attorney general, or representative action must be brought in a court of proper jurisdiction and not in arbitration.

Governing Law and Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act and other applicable federal law. To the extent state law applies to any aspect of this Arbitration

Agreement, or to any disputes and claims that are covered by the Arbitration Agreement, the law of the state or country of Your residence, as determined by Your mailing address on file with Dynamics, will govern. Dynamics will provide notice of any material changes to this Arbitration Agreement. Except as set forth above, if any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement. Only the arbitrator is authorized to make determinations as to the scope, validity, or enforceability of this Agreement, including whether any dispute falls within its scope. However, the parties agree that any issue concerning the validity of the class action/representative waiver above must be decided by a court, and an arbitrator does not have authority to consider the validity of the waiver.

8. General

8.1. Neither Dynamics failure nor Your failure to enforce the Terms constitutes a waiver of such Terms. Such failure shall in no way affect the right later to enforce such Terms.

8.2. The invalidity or unenforceability of any provision of the contract shall not adversely affect the validity or enforceability of the remaining provisions.