

Date: _____

TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

Seymour of Sycamore, Inc. and its subsidiaries and affiliates (collectively “Seymour” or “we” or “our”) provides this website subject to the terms and conditions set out below. Please carefully read the following Terms and Conditions (the “Terms”) before using this website at www.seymourpaint.com (the “Site”). By using our Site in any manner, including but not limited to visiting or browsing, you accept these Terms and agree to abide by them. **IF YOU DO NOT AGREE TO THESE TERMS YOU ARE NOT AUTHORIZED TO USE OUR SITE.**

Acceptance of the Terms

The Terms are a legal and binding agreement between you and Seymour governing your use of the Site. By accessing and/or using the Site you signify that you have read, understand and agree to be bound by the terms and any other applicable law. If you do not agree with the Terms, please discontinue use of the Site. Please also note that the terms and conditions of the Terms are in addition to any other agreements that govern the products, services, content and information available on the Site. The Terms do not alter in any way the terms and conditions of any other agreement you may have with Seymour, or its subsidiaries or affiliates, for any products or services or otherwise.

Right To Change Terms

Your use of the Site is governed by the version of the Terms in effect on the date of use. Seymour reserves the right to modify the Terms from time to time without prior notice. Your continued use of and access to our Site after any such change is posted will be considered acceptance of such changes. Accordingly, you should check the date of the Terms (which appear at the top of the Terms) and review any changes since the last version. If at any time you do not agree to these Terms, please do not use this Site.

Privacy Policy

Please review our Privacy Policy for information on how Seymour collects, uses and discloses information it obtains from users of this Site. By using the Site, you also agree to the most recent version of the Privacy Policy in effect. We may change the Privacy Policy at any time, and such changes will be posted on the Site.

Purchases

If you wish to purchase any products or purchases made available through the Site (each such purchase, a “Transaction”), you may be asked to supply certain information relevant to your Transaction including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. **YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION.** By submitting such information, you grant to Seymour the right to provide

such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

All descriptions, images, references, features, content, specifications, products, and prices of products and services described or depicted on the Site are subject to change at any time without notice. Certain weights, measures, and other descriptions are approximate and are provided for convenience purposes only. The inclusion of any products or services on the Site does not imply or warrant that these products or services will be available. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any item purchased from this Site. By placing an order, you represent that the products ordered will be used only in a lawful manner. Seymour reserves the right, with or without prior notice, to do any one or more of the following: (i) limit the available quantity of or discontinue any product or service; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion; (iii) bar any user from making or completing any or all Transaction(s); and (iv) refuse to provide any user with any product or service. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

Return Policy

All Seymour returns are subject to Seymour's standard return policy. If you wish to return a product, please contact Seymour at 800-435-4482 and request an R.G.A. Request Form which must be completed and returned to Seymour.

If Seymour approves the return, you will be contacted with a R.G.A. number. Upon receipt of the R.G.A. number, you may arrange for return to our warehouse. Shipment must be made on a freight prepaid basis. Seymour will not accept returns on freight collect basis.

Upon receipt, the merchandise will be inspected and any goods returned which are partial cases, over two years old or otherwise unsuitable for resale, will be disposed of. Credit will **NOT** be issued for returns of this nature. Credit will be processed after inspection for the approved items and a **25% restocking fee** will be deducted from the credit.

Accuracy, Completeness and Timeliness of Information

Whilst we use all reasonable attempts to ensure the accuracy and completeness of information on this Site, we are not responsible if the information that we make available on this Site is not accurate, complete or current. Any reliance upon the material on this Site shall be at your own risk. You agree that it is your responsibility to monitor any changes to the material and the information contained on this Site.

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- Use the Site or Content for any fraudulent or unlawful purpose;
- Transmit (a) any content or information that is unlawful, fraudulent, threatening, harassing, degrading, hateful, intimidating, abusive, libelous, defamatory, obscene, indecent, pornographic or otherwise objectionable, or infringes our or any third party’s intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; (d) any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as “hacking,” “cracking,” or “phreaking”; or (e) any advertisements, solicitations, junk mail, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature; or
- Remove any copyright, trademark or other proprietary rights notices contained in the Site, Content or Software.

Account

In order to create an Account on this Site, you must be at least eighteen (18) years old, one of our Distributors, and create a Username and Password. You are responsible for keeping your Username and Password confidential and secure, and you are responsible for all actions taken using your Username and Password. By registering, you may agree to receive communications and promotional materials from Seymour and its affiliated entities. We reserve the right in our sole discretion to remove or delete any or all User Content or other information from your Account or our website at any time and for any reason. You understand that we cannot guarantee that your Account will always be available to you or error free. We may terminate or suspend your Account for any reason in our sole discretion with or without notice to you. Additionally, we reserve the right to stop offering the Account feature of our website or any portion thereof, without liability, at any time and for any reason, with or without cause. In the event of any such termination or suspension, information stored in your Account may no longer be available to you. We have no obligation to make your Account Information available to you and you should not rely upon your Account as your sole record of this information.

User Content

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Indemnification

To the maximum extent permitted by applicable law, by visiting this Site, you agree to hold harmless Seymour, and any affiliated Seymour entity, their officers, directors, employees, sponsors, and agents (“Covered Parties”) from and against all claims, actions, demands, liabilities, judgments and settlements, including, without limitation, from any direct, indirect, incidental, consequential, special, exemplary, punitive or any other claim you may incur in connection with your use of this Site, including, without limitation, any economic harm, personal injury, lost profits, damages to business, data or computer systems, or any damages resulting from reliance on any content or resulting from any interruptions, work stoppages, computer failures, deletion of files, errors, omissions, inaccuracies, defects, viruses, delays or mistakes of any kind, even if you have previously advised Seymour of the possibility of such claim. Your sole remedy for dissatisfaction with the service is to stop using the Site.

This Site Is Not For Use By Minors

You must be at least eighteen (18) years old to use this Site. By accessing, using and/or submitting information to or through this Site, you represent that you are at least 18 years old.

Seymour does not knowingly solicit data from children or knowingly market to children. Seymour is concerned about the safety of children and their use of the Internet. Therefore, in accordance with the U.S. Childrens' Online Privacy Protection Act of 1998, it does not knowingly request or solicit personally identifiable information from anyone under the age of 13 without prior verifiable parental consent. In the event that Seymour receives actual knowledge that it has collected such personal information without the requisite and verifiable parental consent, Seymour will delete that information from the Site as quickly as is reasonably practical.

Applicable Law

You agree that any controversy or claim arising from or pertaining to the use of this Site shall be governed by the laws of the State of Illinois, without giving effect to the principles of conflicts of laws in such state or worldwide.

Term & Termination

These Terms are effective from the date that you first access the Site and continues in effect until terminated in accordance with these Terms. Seymour may terminate your access to the Site or the Services at any time for any reason. Cause for such termination shall include, but not be limited to breaches or violations of these Terms.

Equitable Remedies

You agree that, if the terms of these Terms are not specifically enforced, we will be irreparably damaged, and therefore you agree that we shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect any breach(es).

Dispute Resolution

In the event of any dispute arising out of these Terms, you and Seymour each agree to use good faith efforts to resolve our differences amicably. In the event those efforts are unsuccessful, you and Seymour agree not to commence litigation until attempting to resolve our dispute through mediation. Either you or Seymour may initiate the mediation process with thirty (30) days' prior written notice to the other. The dispute shall be submitted to mediation in Chicago, Illinois U.S.A. Costs of mediation shall be borne equally by both you and Seymour. Mediation of the dispute shall be completed within fifteen (15) days of commencement, unless you and Seymour agree to extend the time by mutual agreement or unless the mediator declares you and Seymour to be at an impasse. Notwithstanding the above, in the event that Seymour believes that immediate injunctive relief is required to protect its rights, Seymour may invoke the immediate powers of the appropriate court of law without the requirement to first mediate the dispute.

Notification of Copyright Infringement

If you believe that a work you own and that is protected by copyright has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Web Sites or on sites linked to/from the Web Sites, please provide Seymour of Sycamore, Inc.'s customer service who will act as the Copyright Agent a written notice ("Notice") containing the following information:

- your full legal name, as well as your address, telephone number, and email address;
- a physical or electronic signature of the person authorized to act on behalf of the owner of the copyrighted work(s) that is/are alleged to have been infringed;
- an identification of the copyrighted work(s) you claim is/are being infringed;
- an identification of the material you claim is infringing and its location;
- a statement by you that you have a good faith belief that the disputed use of the copyrighted work(s) is/are not authorized by you, the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Copyright Agent:

Customer Service

Address: Seymour of Sycamore
917 Crosby Avenue
Sycamore, Illinois 60178
Phone: (800) 435-4482
Fax: (800) 343-4258

THE COPYRIGHT AGENT SHOULD BE CONTACTED ONLY FOR THE PURPOSE OF NOTIFYING THE COPYRIGHT AGENT THAT YOUR WORK HAS BEEN USED OR COPIED IN A WAY THAT CONSTITUTES COPYRIGHT INFRINGEMENT AND SUCH INFRINGEMENT IS OCCURRING ON THE WEB SITES OR ON SITES LINKED TO/FROM THE WEB SITES.

Miscellaneous

If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable from these Terms and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms.

Failure by us to enforce any particular term of these Terms shall not be construed as a waiver of any of our rights hereunder.

Nothing contained in these Terms will be deemed to constitute Seymour or you as an agent or representative to the other or joint venture or partners.

These Terms and each supplemental agreement referenced in or referencing these Terms together with our Privacy Policy constitutes the entire agreement between you and Seymour with respect to the Site and the Services.

Notice To California Residents

California residents are entitled to the following specific consumer rights information:

The provider of the Site is:

Seymour of Sycamore, Inc.
917 Crosby Avenue
Sycamore, Illinois 60178
Telephone: 800-435-4482

To file a complaint regarding the Site or to receive further information regarding use of the Site, send a letter to the attention of “Customer Service” at the above address (with “California Resident Request” as the Subject Line).