

TERMS AND CONDITIONS OF SALE

DETECTAMET, INC.
5111 GLEN ALDEN DRIVE
RICHMOND, VA 23231

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AGREED TERMS**1. DEFINITIONS**

- 1.1. When the following words with capital letters are used in these Terms, this is what they will mean:
- 1.1.1. **Event Outside Our Control:** is defined in clause 10.2;
 - 1.1.2. **Goods:** the goods that We are selling to you as set out in the Order;
 - 1.1.3. **Order:** your order for the Goods;
 - 1.1.4. **Terms:** the terms and conditions set out in this document; and
 - 1.1.5. **We/Our/Us:** Detectamet, Inc., 5111 Glen Alden Drive, Richmond, Virginia 23231, www.us.detectamet.com.
- 1.2. When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.
- 1.3. Where a time frame is described in "days" this means calendar days.

2. OUR CONTRACT WITH YOU

- 2.1. These are the terms and conditions on which We supply Goods to you.
- 2.2. **Business Customers** If you are a business you confirm that you have authority to bind any business on whose behalf you make orders and you acknowledge that these terms and conditions apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.3. **Changes to Terms prior to Order** Please ensure that you read these Terms carefully, and check that the details on the Order and in these Terms are complete and accurate, before you sign the Order or submit it via our Website. If you think that there is a mistake, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.
- 2.4. **Order is offer to buy Goods** When you sign and submit the Order to Us or make an Order via our Website, this does not mean We have accepted your order for Goods. The Order constitutes an offer by you to purchase the Goods in accordance with these Terms. If you order via our Website We will send you an e-mail confirming We have received your order. Our acceptance of the Order will take place as described in clause 2.8.
- 2.5. **If We cannot provide the Goods** If We are unable to supply you with the Goods, We will inform you of this and We will cancel or not process the Order. This would constitute a rejection of your offer.
- 2.6. **Specification and Quantity** The specification for the Goods shall be as set out in our sales documentation, Website or catalogue unless expressly varied in the Order and accepted by Us. We only supply goods in minimum units as stated in our price list or multiples thereof. We will adjust orders which are not in accordance with our minimum unit requirements, which will then constitute an offer to be accepted by you.
- 2.7. **Changes to Conform to Requirements** We may make any changes to the specification of Goods to conform to applicable requirements (safety, legal, regulatory or other valid business reason). Our changes will constitute a change of terms, and will thus will be an offer to be accepted by you.
- 2.8. **When Terms become Binding** These Terms will become binding on you and Us on the earlier of: (i) the time We issue you with a written acceptance of an Order; or (ii) when We send a Dispatch Confirmation if an Order is

made via our Website; (iii) the time the Goods are delivered and accepted by you; or (iv) the date of our invoice, at which point a contract will come into existence between you and Us.

- 2.9. **Order takes Priority** If any of these Terms conflict with any term of the Order, the Order will take priority.
- 2.10. **Order Number** We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.
- 2.11. **Print these Terms** Please print or save a copy of these Terms for your future reference.
- 2.12. **Promotional Material** Our Website, catalogue and brochure are solely for the promotion of Our Goods. They are subject to variation without notice and do not constitute offers to sell any goods. Errors or omissions may be corrected by Us at any time without liability to you or any third parties.
- 2.13. **Images** The images of the Goods on Our Website or in Our catalogue or brochure are for illustrative purposes only. Although We have made every effort to display the colors accurately, We cannot guarantee that your computer's display of the colors or the printed pictures accurately reflect the color of the Goods. Your Goods may vary from those images. Any samples, drawings, descriptive matter or advertising produced are for the sole purpose of giving an approximate idea of the goods described, They shall not form part of the Terms or have contractual force.
- 2.14. **Language** These Terms and our relationship are only in the English language.

3. CHANGES TO ORDER OR TERMS

- 3.1. We may revise these Terms from time to time in the following circumstances:
 - 3.1.1. changes in how We accept payment from you;
 - 3.1.2. changes in relevant laws and regulatory requirements; and
 - 3.1.3. changes that We deem necessary for valid business reasons.
- 3.2. If We have to revise these Terms under clause 3.1, We will give you at least fourteen (14) days written notice of any changes to these Terms before they take effect and We will immediately update the terms on our Website. If you are a consumer, you can choose to cancel the contract in accordance with clause 12.
- 3.3. Please ensure you check your Order is accurate before sending it. When you receive our confirmation please check this matches your Order. If you notice it is wrong, You may make a change to the Order for Goods within 24 hours of receiving the confirmation by contacting Us, except in the case of made-to-measure Goods. Where this means a change in the total price of the Goods, We will notify you of the amended price in writing. If you are a consumer, you can choose to cancel the Order in accordance with clause 12.1 in these circumstances.
- 3.4. If you wish to cancel an Order before it has been fulfilled, please see your right to do so in clause 12. In the case of made-to-measure Goods, because We make these Goods to your specific requirements, you will not be able to cancel an Order once the Order is made.

4. MADE-TO-MEASURE GOODS

- 4.1. A Made to Measure Order is:
 - 4.1.1. for the Goods We make according to the measurements, drawings and specifications you provide Us, which will constitute an Order once We have received it; and/or

- 4.1.2. You write to Us to ask that We prepare drawings or detailed specifications in respect of Goods. We are under no obligation to prepare such drawings or specifications and may make a charge for doing so. If We produce drawings or specifications, you may amend them within seven (7) days of delivery, and no amendment or rejection will be accepted after that time. Such drawings or specifications will be deemed as accepted by you on the expiration of seven (7) days and will constitute an Order by you for the Goods. Time is of the essence of the obligations in this clause 4.1.
- 4.2. Once We receive a Made to Measure Order, We may proceed to manufacture the Goods in accordance with the Made to Measure Order and these Terms.
- 4.3. To the fullest extent permitted by law, You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Us in connection with any and all claims, demands, costs, expenses and liabilities of any nature made against Us for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with a Made to Measure Order or the use of the Goods supplied. This clause 4.3 shall survive termination of the contract between us.
- 4.4. We reserve the right to amend the specification of the Goods if to do so does not materially affect or will improve their quality or performance. We also may amend a specification if we are required to do so to comply with applicable laws or regulatory requirements. If this occurs, we will notify you.
- 4.5. Please make sure your measurements are correct and accurate. We cannot accept the return of made-to-measure Goods if the reason for the return is because you provided Us with incorrect measurements or other incorrect specifications.

5. DELIVERY AND OWNERSHIP OF GOODS

- 5.1. **Timing of Delivery** Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Please allow extra time for deliveries outside the United States.
- 5.2. We will contact you with an estimated delivery date. Occasionally, Our delivery to you may be affected by an Event Outside Our Control. See clause 10 for Our responsibilities when this happens.
- 5.3. **How to Take Delivery** You must provide adequate delivery instructions and any other instructions relevant to the supply of the Goods. You must provide appropriate equipment and manual labor to load/unload the Goods.
- 5.4. **Ex-Stock Delivery** Offers of delivery ex-stock are made subject to availability on receipt of the Order.
- 5.5. **Delivery Note** We shall:
- 5.5.1. Provide a delivery note for each delivery of the Goods which shows the date of the Order, all relevant reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by installments, the outstanding balance of Goods remaining to be delivered (this information will be provided separately where Goods are exported); and
- 5.5.2. Let you know on the delivery note if We need you to return any packaging materials to Us. We may request the packaging materials to be collected or returned at Our expense.
- 5.6. **Delivery Location** We shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after We notify you that the Goods are ready.
- 5.7. **Completion of Delivery** All Goods purchased are pursuant to a shipment contract. Once we transfer the Goods

to the carrier, make appropriate arrangements for shipping, and notify you that the Goods are in transit, then our responsibility for delivery has been fulfilled.

- 5.8. ***Date and Time for Delivery*** Any dates quoted for delivery are approximate only, the time of delivery is not of the essence. We shall not be liable for any delay in delivery of the Goods that is caused by an Event Outside Our Control or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.9. ***If We Fail to Deliver*** If We fail to deliver the Goods, our liability shall be limited to price you have already paid for the Goods.
- 5.10. ***If you Fail to accept Delivery*** If you fail to accept delivery of the Goods then, except where such failure or delay is caused by an Event Outside Our Control or our failure to comply with these terms:
- 5.10.1. delivery of the Goods shall be deemed to have been completed regardless of your failure to accept the delivery.
- 5.10.2. We shall store the Goods until acceptance of the Goods takes place, and charge you for all related costs and expenses (including, but not limited to, storage and insurance).
- 5.11. If ten (10) days after the day on which We notified you that the Goods were ready for delivery you have not taken delivery of them, We may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.
- 5.12. ***Over or Under Delivery*** You shall not be entitled to reject the Goods if We deliver up to and including 10% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from you that the incorrect quantity of Goods was delivered.
- 5.13. ***Return of Consumer Goods to our Premises*** If you are a consumer and no one is available at your address to accept the Goods, We will leave you a note that the Goods have been returned to Our premises, in which case, please contact us to rearrange delivery. If Goods are being delivered by a third party, the Goods will have been delivered once We transfer the goods to the carrier, make appropriate arrangements for shipping, and notify you that the Goods are in transit.
- 5.14. ***Delivery in Installments*** If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in installments. We will not charge you extra delivery costs for this. However, if you ask Us to deliver the Order in installments, We may charge you extra delivery costs. Each installment shall constitute a separate contract governed by these Terms. If We are late delivering an installment or one installment is faulty, that will not entitle you to cancel any other installment.
- 5.15. ***Risk - All items purchased are made pursuant to a shipment contract, meaning the risk of loss will pass to You (the consumer) once The Goods are delivered to the carrier.***
- 5.16. ***Title*** You have title to the Goods once We have received payment in full for the Goods (and any other goods or services We have supplied to you) and once Goods have been delivered to You.
- 5.17. Until you have title to the Goods, you shall:
- 5.17.1. Hold the Goods on a fiduciary basis as our agent;
- 5.17.2. Store the Goods separately from all other goods so that they are readily identifiable as ours;
- 5.17.3. Not remove, deface or obscure any identifying marks or packaging on or relating to the Goods;

- 5.17.4. Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 5.17.5. Notify us immediately if you become subject to any of the events listed in 10.2 below;
- 5.17.6. Provide to us such information relating to the Goods as We may require from time to time,
 - but you may resell or use the Goods in the ordinary course of your business (if you are a business).
 - If before title passes to you, you become subject to any of the events listed in 10.2, or We reasonably believe this is about to happen and let you know, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy We may have, We may require you to return the Goods and, if you fail to do so, enter your premises or place where the Goods are stored in order to recover them.

6. IF THE GOODS ARE FAULTY

- 6.1. If the Goods are defective, You may reject the Goods by notifying us in writing. To receive a refund, you must follow the instructions set forth in our “Returns Policy & Procedures”.
- 6.2. If you have returned the Goods to us because they are defective, faulty or mis-described, We will refund the price of defective Goods in full and any applicable delivery charges, and any reasonable costs in returning the Goods to us.
- 6.3. We will refund you using the same method (on the credit or debit card) used by you to pay.
- 6.4. If the Goods were delivered to you, you must return them as soon as reasonably practicable. We will not have title to the Goods until they arrive at our facility located at the address set forth in these Terms.

7. SELLER'S DISCLAIMER OF WARRANTY

- 7.1. **TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 7.2. **WE WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE GOODS OR ANY OF OUR SERVICES OR PRODUCTS, INCLUDING BUT NOT LIMITED TO INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.**

8. PRICE AND PAYMENT

- 8.1. ***Price List*** The price of the Goods will be set out in the Order or in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you. All our prices are in US Dollars \$ (USD), but We may agree to accept payment in Euro € (EUR) or US Dollar \$ (USD). Your card issuer or bank may charge you additional fees for processing payments in or converting from currencies other than US Dollars.
- 8.2. ***Sales Tax: If you are located in the Commonwealth of Virginia, the price you are charged will include 5.3% Virginia sales tax. If you are not located in Virginia, we will charge sales tax according to the laws of your State.***
- 8.3. ***Delivery and Packaging Costs*** The price for the Goods includes standard packaging. Delivery and customer specified packaging is not included in the price of the Goods.

- 8.4. **Price Variation (Off List)** Where We quote a price other than in accordance with our price list the price quoted shall be valid for thirty (30) days if no shorter period is specified by Us.
- 8.5. **Price Variation** We may increase the price if We give written notice to you before delivery to reflect:
- 8.5.1. any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labor, materials and other manufacturing costs);
 - 8.5.2. any request by you to change the delivery date(s), quantities or types of Goods ordered, or the specification; or
 - 8.5.3. any delay caused by your instructions or failure by you to give us adequate or accurate information or instructions.
- 8.6. **Volume / Quantity Discounts** Our prices may permit quantity or volume discounts subject to and in accordance with conditions set out in our price list effective at the date the Order is accepted.
- 8.7. **Incorrect Pricing** It is possible that, despite Our efforts, some of the Goods We sell may be incorrectly priced. If the pricing error is obvious and unmistakable and could have reasonably been recognized by you as incorrect pricing, We do not have to provide the Goods to you at the incorrect (lower) price.
- 8.8. **Payment in Advance - Consumers** Where you are a consumer and We are providing Goods to you, you must make payment for Goods in advance by credit or debit card or via PayPal. We accept payment with all credit cards except American Express. We will charge your credit or debit card at the time the Order is made.
- 8.9. **Payment Following Invoice – Businesses** Subject to any special terms agreed in writing between us, We shall invoice you for the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by you or you wrongfully fail to take delivery of the Goods, in which event We shall be entitled to invoice you for the Goods at any time after notifying you that the Goods are ready for collection or (as the case may be) We have tendered delivery of the Goods on at least one occasion.
- 8.10. You shall make payment on the due date notwithstanding that delivery may not have taken place and/or that the title to the Goods has not passed to you. The time for the payment for the Goods shall be of the essence. Receipts for payment will be issued only upon request.
- 8.11. All payments shall be made to us as indicated on the form of acceptance or invoice issued by us.
- 8.12. **References** We are not obliged to accept orders from any customer or buyer who has not supplied us with references satisfactory to us. If at any time We are not satisfied as to your creditworthiness, We may give notice in writing to you that no further credit will be allowed to you in which event no further Goods will be delivered to you other than against cash payment and all amounts owing by you to us shall be immediately payable in cash.
- 8.13. **Default** If you default under the contract for any reason, including but not limited to failure to make payment by the due date, you will be responsible for any loss incurred as a result of your default in addition to interest as set forth in clause 8.14, attorneys fees, and costs.
- 8.14. **Interest** If you do not make payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of one and one-half percent (1.5%) per month. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 8.15. **No Set-Off** You shall pay all amount due under these Terms in full without any deduction or withholding except as required by law and you shall not assert any credit, set-off or counterclaim against Us in order to justify

withholding payment of any such amount in whole or in part. We may at any time and without limiting any other rights or remedies We may have, set off any amount owing to Us against any amount payable by Us to you.

9. OUR LIABILITY TO YOU

- 9.1. Certain of the Terms only apply if you are dealing as a consumer. We only supply the Goods on those certain Terms for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. If you are dealing as a business or for any commercial or re-sale purpose, you will be subject to the Terms as applicable to our business customers.
- 9.2. If you are buying the Goods as a consumer and We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they Were an obvious consequence of our breach or if they Were contemplated by you and Us at the time We entered into this contract.
- 9.3. You understand that although our Goods are detectable, there is a cut-off point beyond which the material ceases to be detectable. In particular, the density of the manufactured material will affect the detectability of the Goods. We recommend that you test the Goods to ascertain suitability and detection levels.
- 9.4. If We are installing the Goods in your property at your request, We will make good any damage to your property caused by Us in the course of installation or performance. However, We are not responsible for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us.
- 9.5. If you are a business customer:
- 9.5.1. We shall under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for: (a) loss or corruption of data, information or software; (b) loss of anticipated savings; (c) any loss of profit; (d) loss of goodwill; or (e) any indirect or consequential loss arising under or in connection with these Terms; and
- 9.5.2. Our total liability to you in respect of any and all losses arising under or in connection with these Terms, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.
- 9.6. You acknowledge that the prices charged by Us are calculated on the basis that We may rely on the terms of this clause 9 and any other relevant limitations on our liability set out in these Terms.

10. EVENTS OUTSIDE OUR CONTROL

- 10.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.
- 10.2. An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 10.3. If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- 10.3.1. We will contact you as soon as reasonably possible to notify you; and

- 10.3.2. Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.
- 10.4. You may cancel the contract if an Event Outside Our Control takes place and continues for more than thirty (30) days and you no longer wish Us to provide the Goods. Please see your cancellation rights under clause 11. We will only cancel the contract if the Event Outside Our Control continues for longer than thirty (30) days in accordance with Our cancellation rights in clause 12.

11. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 11.1. Before the Goods are delivered, you have the following rights to cancel an Order for Goods (other than a Made to Measure Order), including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under clause 3.1 to your material disadvantage:
 - 11.1.1. You may cancel any Order for Goods within fourteen (14) days of placing an Order by contacting Us. We will confirm your cancellation in writing to you.
 - 11.1.2. You have a legal right to cancel an Order made via our Website once the Dispatch Confirmation has been sent and for a period of fourteen (14) days from the date when you receive the Goods.
 - 11.1.3. If you cancel an Order under clause 11.1.1 or 11.1.2 and you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you.
- 11.2. Made-to-Order Goods are made to your requirements and you will not be able to cancel your Made to Measure Order once made.
- 11.3. Any cancellation of an Order will be subject to a handling and administration fee of fifteen percent (15%) of the price of the Goods. Any charge for handling and administration shall be deducted from any refund that is due to you.

12. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 12.1. If We have to cancel an Order for Goods (including made-to-measure Goods) before the Goods are delivered:
 - 12.1.1. We may have to cancel an Order before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. We will promptly contact you if this happens.
 - 12.1.2. If We have to cancel an Order under clause 12.1.1 and you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you.
 - 12.1.3. Where We have already started work on your Order for made-to-measure Goods by the time We have to cancel under clause 12.1.1, We will not charge you anything and you will not have to make any payment to Us.

13. INFORMATION ABOUT US AND HOW TO CONTACT US

- 13.1. We are a corporation incorporated in the Commonwealth of Virginia, United States of America. Our business office is at 5111 Glen Alden Drive, Richmond, Virginia 23231. You can contact Us via our Website: www.detectamet.com.
- 13.2. If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning

Our customer service team at 804-303-1983, toll free 844-820-7244 or by e-mailing Us at sales@us.detectamet.com.

- 13.3. If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing, you can send this to Us by e-mail, by hand, or by pre-paid post to Detectamet, Inc. at 5111 Glen Alden Drive Richmond, Virginia 23231; sales@us.detectamet.com. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.
- 13.4. If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our Website, 24 hours after an e-mail is sent, or three (3) days after the date of posting of any letter. In proving the service of any notice It will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 13.5. You shall provide an address for your service or process agent in the United States and any notice, communication, originating process, judgment or other document shall be sufficiently served if sent to such address.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 14.1. We will use the personal information you provide to Us to:
 - 14.1.1. provide the Goods;
 - 14.1.2. process your payment for such Goods;
 - 14.1.3. for internal record keeping;
 - 14.1.4. inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us; and
 - 14.1.5. for market research purposes or to customize our responses to you.
- 14.2. You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.
- 14.3. We will only use your personal data in connection with our privacy policy (at www.detectamet.com/privacy-policy) and not give your personal data to any other third party.

15. OTHER IMPORTANT TERMS

- 15.1. We may transfer Our rights and obligations under these Terms to another organization, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 15.2. This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 15.3. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.4. If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

- 15.5. Unless waived by mutual agreement of the parties, any disputes or claims arising out of this agreement shall be submitted to mediation prior to instituting arbitration or litigation. The Mediation shall be non-binding, unless a satisfactory settlement has been reached. Thus, if no settlement is reached, the parties are not bound by the mediation and may pursue a legal course of action. The mediation shall be provided by a mutually agreeable mediator.
- 15.6. We will not file a copy of this agreement.
- 15.7. If you are ordering via our Website, please note that our site is governed by Website Terms & Conditions. Please take the time to read these, as they include important terms which apply to You.
- 15.8. These Terms and our contract shall be governed by the laws of the Commonwealth of Virginia, except its choice of law rules.
- 15.9. The rights and obligations of the parties under the contract will not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.