

## **Terms and Conditions**

These terms and conditions of sale (the “Terms and Conditions”) apply to the viewing, purchasing and sale of products (the “Products”) through [www.uline.mx](http://www.uline.mx) or [es.uline.mx](http://es.uline.mx) (the “Site”). By viewing this Site, placing an order or completing a purchase, you as customer (“you” or the “Customer”) expressly, clearly and unequivocally agree to be bound by and accept these Terms and Conditions. No other formalities will be required in order for such order or purchase to be valid, legally binding and enforceable by and between you and Uline. You hereby agree on the use of electronic data interchange systems, facsimile, email, and any other electronic means to facilitate purchase and sale transactions between you and Uline.

## **Ownership of Materials, Trademarks and Copyright**

The information contained in this Site including all images, designs, photographs, text and other materials (the “Contents”) are copyrights, trademarks, or other intellectual property owned or licensed by Uline or its affiliates, or are the property of their respective owners. The contents of this Site may not be copied, republished, downloaded, transmitted, mirrored or reproduced without the prior written permission of Uline or the applicable owner of the intellectual property.

## **Limitation of Liability**

In no event will Uline, its shareholders, officers, board members, managers, employees, agents, suppliers, distributors, or licensors, (collectively, “its Representatives”) be liable for any damages, including, but not limited to, any special, indirect, incidental, consequential, or punitive damages or loss of use, revenue or profit, whether based on contract, tort, or any other legal theory, including without limitation loss of profits, loss of business, or other economic damages even if Uline or its Representatives have been advised of the possibility of such damages or losses. Uline will not be liable for damages due to delay in delivery. Uline’s aggregate liability shall not exceed the purchase price paid for any Products purchased through this Site.

## **Pricing and Specifications**

All information displayed on the Site regarding pricing, Products and services is subject to change without prior notice. The product descriptions are as accurate as possible, however such descriptions may vary. Uline reserves the right to make adjustments to pricing and Products for reasons including, but not limited to, changing market conditions, discontinuation, unavailability, manufacturer price changes and errors in advertisements.

Prices listed are net amounts in Mexican pesos and do not include shipping charges, handling fees, taxes and/or duties or special crating requirements for export shipment. Those Customers who claim exemption from taxes or duties are responsible for providing Uline with the necessary documentation at the time of purchase or taxes will be charged. Uline strives to maintain prices at the lowest level; however, prices change without notice due to circumstances beyond Uline’s control.

## **Shipping**

Most Products are shipped FCA (Incoterms 2010) point of origin from the nearest Uline warehouse to your location. Whenever possible, the Products will be shipped via courier (e.g., FedEx, Estafeta, Paquete Express). However, should your order exceed courier service size or weight limits, the Products will be shipped via “Common Carrier” to expedite delivery. For rush shipments, please contact Customer Service. All shipping charges are prepaid by Uline and added to the Customer’s invoice unless you choose to be billed freight collect. A \$1.50 handling fee will be added to shipping charges. Any additional charges incurred for services requested by the Customer, including but not limited to inside

delivery, special routing, residential delivery or pre-delivery notification may be charged to the Customer through the order's invoice.

The Customer acknowledges that the signatures of Customer's officers, employees, sub-employees, work residents etc. receiving the Products, will be deemed as authorized signatures and/or authorized personnel for the product reception, therefore, the Customer will always recognize and accept, without objection, the signatures of Customer's officers, employees, sub-employees, work residents etc. receiving the Products.

### **Inside Delivery**

Please specify if you need inside delivery when placing your order as it may result in additional charges. The Customer shall pay such additional charges.

### **Returns**

If for any reason you are dissatisfied with the Products purchased from Uline, you may return the Products within 30 days. Please contact Customer Service at 01-800-295-5510 for an authorization number or complete the form on the back of the packing list and return the merchandise within 30 days. Customers will be responsible for shipping charges on cancelled orders. Due to their nature, custom and made-to-order Products cannot be accepted for return unless the product was initially defective in material or workmanship.

If a product is damaged during delivery to you via a freight carrier, note the damage on the carrier's delivery receipt and request an inspection report on the damaged shipment from the carrier to be forwarded to you within 10 business days. Forward the inspection report and the original packing list to Uline and we will file a claim on your behalf and immediately replace the damaged item(s).

If a product is damaged during delivery to you via courier, you must note the extent of the damage on the back of the packing slip. Once completed, forward the form to Uline and hold the damaged materials for disposition instructions.

### **Warranties**

Customers acknowledge that Uline is not the manufacturer of any of the Products purchased hereunder. Any warranty with respect to the products must come from the manufacturer. Uline will pass through to customers any applicable warranties of the manufacturer to the extent permissible. Notwithstanding anything to the contrary, Uline's liability is limited to the replacement value of the products purchased from this site.

**Uline and its affiliates make no warranty and hereby expressly disclaim any and all warranties either express or implied, related to Products, including, without limitation, any warranty of merchantability or fitness for any particular use or purpose, or warranty of noninfringement. This disclaimer does not affect the Terms and Conditions of the manufacturer's warranty, if any.**

### **Payment Terms**

For those Customers with established Uline credit, payment terms are net 30 days from the date of the corresponding invoice. In addition, Uline accepts credit cards, deposits and electronic funds transfers. COD is only available for those orders picked up at a Uline warehouse.

### **Text Messages**

Uline Account Managers and their teams may use SMS/Text messages to communicate with you regarding your account. To stop receiving Uline communications by SMS/Text, text "stop" to the number from which you received the communication. A confirmation message will be sent that you have unsubscribed. Message and data rates may apply. Uline does not knowingly disclose mobile phone

numbers to third parties for marketing purposes. If you have any questions regarding privacy, please read our privacy policy: <https://www.uline.mx/CustomerService/PolicyPrivacy.htm>

## **Privacy**

For information on the data collection purposes and processing conditions by Uline, as well as your confidentiality and privacy rights, and the security measures implemented by Uline thereof, please review

Uline Services, S. de R.L. de C.V., Carretera Miguel Alemán Km 21 #6, Prologis Park Apodaca, Apodaca, N.L., México 66627.

Uline's [Privacy Policy](#).

By viewing this Site, placing an order or completing a purchase, you grant your consent for the processing of your relevant personal information under the terms and conditions of our Privacy Policy, unless you are prompted to expressly grant such when required under applicable law.

## **Applicable Law**

By accessing this Site you agree that the laws of Mexico City, United Mexican States, without regard to conflicts of laws principles, will apply to all matters relating to the use of this Site and the purchase of Products available through this Site. **Any dispute or litigation arising from these Terms and Conditions, or any purchase completed through the Site, will be brought exclusively in Mexico City, United Mexican States, and Customer consents to the jurisdiction of the competent authorities and Courts located therein, submits to the jurisdiction thereof and waives the right to change venue.**

## **Entire Agreement**

These Terms and Conditions constitute the entire agreement and understanding between the Customer, and Uline concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto, including any oral statements made by Uline representatives. To the extent that anything in or associated with Site is in conflict or inconsistent with these Terms and Conditions, these Terms and Conditions shall take precedence.

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