

TERMS AND CONDITIONS OF USE AND SALE & THE PRIVACY POLICY

INTRODUCTION

Your Acceptance of Contract Terms

Unless otherwise expressly agreed in a writing signed by you and an authorized representative of Macho O-ring & Seal, LLC. ("Macho O-Ring," "we" or "us"), these terms and conditions of use and sale and the privacy policy, as currently in effect and as modified by us from time to time (the "Macho O-Ring Standard Terms"), and the provisions included in any documentation you receive from us relating to your purchase of the products we sell ("Products"), including but not limited to any quotation, order acknowledgment, packing list or invoice which we provide, constitute the exclusive and complete agreement between you and Macho O-Ring (collectively, the "Terms and Conditions"), with respect to (i) your use of our website at www.machoseal.com any of our mobile applications, any of our e-commerce applications, or our printed catalog (collectively, the "Macho O-Ring Properties"), and (ii) your purchase and use of the Products. By using any of the Macho O-Ring Properties, purchasing any Products from us, or by clicking the "I agree" button on our website, any of our e-commerce applications or any of our mobile applications, you acknowledge that you have read, understood, and agree to be bound by the Terms and Conditions. In the event of any conflict between the provisions of the Macho O-Ring Standard Terms and the provisions set forth in any documentation you receive from us relating to your purchase of Products, the provisions of the Macho O-Ring Standard Terms shall prevail. In addition, if you use any of our e-commerce or mobile applications, you are also subject to the end user license agreement associated with the e-commerce or mobile application, but if and to the extent that there is any conflict between the Terms and Conditions and the end user license agreement for an e-commerce or mobile application, the Terms and Conditions shall prevail. Our acceptance of any order submitted by you is expressly subject to your acceptance of the Terms and Conditions, which may be evidenced solely by your acceptance of any Products ordered. Any additional, different, or conflicting terms in any document or communication you submit to us are rejected and shall have no effect unless we agree to them in a writing signed and sent to you by our authorized representative. The Terms and Conditions supersede, override, and exclude all prior or contemporaneous oral or written communications.

Changes to Terms and Conditions

The Macho O-Ring Standard Terms are effective as of the "Terms and Conditions Version Date" set forth below. We reserve the right to change the Macho O-Ring Standard Terms at any time by providing notice to you. That notice will be given by one or more of the following: (i) providing you with an electronic notification through our website, by e-mail or other means of electronic communication or through any of our e-commerce or mobile applications, or (ii) making a revision to the Macho O-Ring Standard Terms and changing the version date shown below. By clicking the "I agree" button in connection with an electronic notification of a change, by using any of any of the Macho O-Ring Properties, or by purchasing a Product from and after the new version date, you signify your acceptance of the revised Macho O-Ring Standard Terms. The Macho O-Ring Standard Terms shall not be changed, supplemented, or interpreted by any course of dealing between the parties and they shall not be interpreted against us because we have drafted them.

TERMS AND CONDITIONS OF USE

LICENSED USE

Ownership of Content. All literary, pictorial, graphic, derivative and other works, compilations, information and other content in or on the Macho O-Ring Properties, including but not limited to drawings, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, product, service and program names, slogans, trade dress, and the compilation of the foregoing (the "Content"), and the design, "look and feel" and arrangement of the Content, other than any public domain materials, are (i) owned or controlled by or licensed to Macho O-Ring, and (ii) protected in the United States and internationally under trademark, copyright, and other

intellectual property laws. All title, ownership, and other rights in and to the Macho O-Ring Properties and the Content are exclusively owned or licensed from a third party by Macho O-Ring.

Trademarks, Copyrights, and Patents. Macho Seal, and Macho O-Ring are trademarks of Macho O-Ring & Seal, LLC. and its parent company Macho O-Ring & Seal, LLC registered in the United States and other jurisdictions.

Trademarks that are identified with particular products sold through the Macho O-Ring Properties are the property of their respective owners, not Macho O-Ring. Unless otherwise indicated, all Content is subject to copyrights owned by or licensed to Macho O-Ring, all rights reserved. Except as expressly permitted by us, nothing in the Terms and Conditions confers any license in any property right, including without limitation any right in any trademark, copyright, of Macho O-Ring & Seal, LLC. or any third party.

Grant of Limited Use License. Macho O-Ring grants you a limited, nonexclusive, non-transferable, and revocable license to use the Macho O-Ring Properties only in accordance with and for the purposes set forth in the Terms and Conditions (the "Limited Use License"). Macho O-Ring retains the right to terminate or limit your Limited Use License, and your access to The Macho O-Ring Properties and to any Content, for any reason and at any time. Except as otherwise expressly permitted in the Terms and Conditions with respect to Images or agreed to in writing by an authorized representative of Macho O-Ring, the Macho O-Ring Properties are only for your use in deciding whether to purchase Products from us and in purchasing Products from us. You agree that you will impose only that load on Macho O-Ring's servers that is necessary for your use in deciding whether to purchase products from us and in purchasing products from us.

Prohibited Uses of the Macho O-Ring Properties. Any unauthorized use, change of information or interference with the availability of, access to or proper working of any part or feature of the Macho O-Ring Properties or their security measures is prohibited. Without limiting the foregoing, you agree that you will not, directly, or indirectly through any third party, engage in any of the following activities with respect to the Macho O-Ring Properties or the Content, except as otherwise expressly permitted in the Terms and Conditions with respect to images, or agreed to in writing by an authorized representative of Macho O-Ring:

- (i) copy, mirror, archive, intercept or redirect any Content.
- (ii) redistribute, reproduce, make a derivative work from, or commercially exploit the content in any manner;
- (iii) page or screen scrape, web harvest, or use any robot, spider, indexing agent or other automatic device, process or means to access the Macho O-Ring Properties for any purpose, including extracting data from, monitoring or copying the Content;
- (iv) use the Macho O-Ring Properties in a manner that could disable, overburden, damage or impair them or interfere with another party's use of them;
- (v) use any device, software or routine that interferes with the proper working of the Macho O-Ring Properties;
- (vi) introduce to the Macho O-Ring Properties any virus, trojan horse, worm, logic bomb or other material which is malicious or technologically harmful;
- (vii) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts or features of the Macho O-Ring Properties or the Content, the servers on which the Macho O-Ring Properties and Content is stored, or any server, computer or database connected to the Macho O-Ring Properties or operated by us;
- (viii) use a denial-of-service attack or a distributed denial-of-service attack against any of the Macho O-Ring Properties;
- (ix) reverse engineer or attempt to extract the source code of any software that comprises any part of the Macho O-Ring Properties or the Content;

(x) display or use any Content for any commercial purpose in any publications, audiovisual works, public performances, or on websites or other applications, including but not limited to in connection with products other than our Products, in any other manner likely to cause confusion, to disparage or discredit us or our licensors, to dilute the strength of the intellectual property owned by us or our licensors, or to otherwise infringe the intellectual property rights of Macho O-Ring or any third party;

(xi) frame or use framing techniques to enclose any trademark, logo, intellectual property, or other proprietary information (including images, text, page layout or form) of Macho O-Ring without our express written consent;

(xii) use any metatag or any other “hidden text” utilizing our name or trademarks without our express written consent; or

(xiii) use any technology or other means to hide your identity.

USER CONTENT

Submission of User Content to Us. We are pleased to hear from our customers. We may from time to time seek feedback from our customers and other users of the Macho O-Ring Properties and we may enable them to submit, post or upload reviews, comments, suggestions, messages, photographs, videos, and other content (collectively, “User Content”).

Disclaimer of Liability for User Content.

We do not control, endorse, or verify any User Content and we make no representation or warranty concerning its authenticity, integrity, or accuracy. Reliance on or use of any User Content is solely at your own risk. To the fullest extent permitted by law, we are not responsible or liable for any User Content or for any claims, damages or losses resulting from the use or appearance of any User Content on the Macho O-Ring Properties.

User Content You Submit.

You are solely responsible for all User Content you submit to us. You agree that you will not submit to us any User Content that (i) infringes or otherwise violates the rights of others, including patents, copyrights, trademarks, trade secrets, publicity or privacy rights, (ii) violates any local, state, national, or regional laws of the United States or any other jurisdiction, (iii) is unlawful, obscene, derogatory, threatening, harassing, hateful, racist, defamatory or otherwise objectionable, (iv) uses a false email address, impersonates any person or entity or is otherwise misleading as to its origin, or (v) contains viruses or corrupted files that may adversely affect the Content or the operation of the Macho O-Ring Properties. We reserve the right to remove or edit any User Content and to terminate or suspend your account at any time and without notice.

Your Grant of a License and Other Rights to User Content You Submit.

By submitting User Content to us, you grant to us a non-exclusive, royalty-free, sub-licensable, perpetual, fully-paid, worldwide license (i) to use, reproduce, modify, publish, perform, create derivative works from, distribute and display such User Content in any media, and you hereby waive all “moral rights” with respect to our use of that User Content, and (ii) to use the names, images and likenesses that you submit to us in connection with that User Content. If and to the extent User Content that you submit to us contains ideas, suggestions, documents or proposals relating to us and our business (“Suggestions”), you acknowledge and agree as follows: (i) your Suggestions do not contain confidential or proprietary information; (ii) we are not obligated to keep your Suggestions confidential and we may use or disclose them in any media worldwide; (iii) we receive submissions from many parties that are similar to the Suggestions, or we may have ideas, concepts or processes similar to the Suggestions already under consideration or in development; (iv) your Suggestions shall be deemed the property of Macho O-Ring, which we will be free (but not required) to evaluate, develop and exploit at our discretion, without any obligation to compensate you or to credit you, and without any other obligation to you; and (v) you hereby

assign all right, title and interest in the Suggestions, and any inventions, works, or other subject matter or rights contained in them, to Macho O-Ring.

Consent to Electronic Communication

When you use the Macho O-Ring Properties to purchase products, request information or otherwise solicit an electronic communication from us, or to send emails, text messages or other electronic communications to us for any of these purposes, you consent to receive electronic communications from us in response. You may withdraw your consent to receive electronic communications from us at any time. We may communicate electronically with you in a variety of ways, including by email, text message, in-app push notices, posting notices and messages on the Macho O-Ring Properties or by other means. You agree that all notices, disclosures, agreements, and other communications that we provide to you electronically satisfy any legal requirement that those communications be in writing. You agree that we may preserve any communication by you to us through any of the Macho O-Ring Properties and that we may disclose the data contained in any communication from you if we are required to do so by law or if we determine that preserving or disclosing that data is necessary to (i) comply with legal process, (ii) enforce the Terms and Conditions, (iii) respond to claims that the data you submitted violates the rights of others, or (iv) protect the rights, property or personal safety of Macho O-Ring, our employees, users of the Macho O-Ring Properties or the public.

Links and Other Third-Party Applications

No Endorsement by Us of Third-Party Websites. The existence on third-party websites or applications of hypertext links to any of the Macho O-Ring Properties does not imply or signify any relationship, endorsement or other connection between Macho O-Ring and the owner or operator of the website or application containing the links. Macho O-Ring is not responsible for inaccuracies in information or for any representations and express or implied warranties, including those of fitness for purpose or merchantability, which may be contained on or implied from any third-party websites or applications containing hyperlinks to machoseal.com. Macho O-Ring does not authorize any other parties to make representations or warranties on our behalf.

Limited Permission to Link to Our Homepage.

You may link to the homepage of machoseal.com only if (i) the link or the manner of linking does not damage or take advantage of our reputation, (ii) you do not by such linkage suggest that we approve, endorse or are in any other way associated with your activities, products, or services, and (iii) you immediately remove any links to machoseal.com at our request.

Disclaimers Relating to Third-Party Applications Included by Us.

The Macho O-Ring Properties may include third-party technology, software, applications and links to other websites and resources provided by third parties. Any such links are provided for your convenience only. We do not have any control over the content of those third-party websites or resources. You therefore acknowledge and agree as follows: (i) we are not responsible for the practices or policies of third parties or for any loss or damage that may arise from your use of any third-party technology, services, software or applications or any linked third-party website or resource; and (ii) if you use any third-party technology, services or software or access any website or resource linked to the Macho O-Ring Properties, you do so at your own risk and subject to the terms and conditions of use of any such third-party technologies, websites or resources.

Disclaimer of Warranties Relating to Use

THE Macho O-Ring PROPERTIES ARE PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS AND YOUR USE OF THEM IS AT YOUR OWN RISK. ACCORDINGLY, THE Macho O-Ring PROPERTIES AND ALL CONTENT PROVIDED THEREIN ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE AND NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE Macho O-Ring PROPERTIES OR ANY CONTENT OR TECHNOLOGY

INCLUDED IN THEM, INCLUDING WITHOUT LIMITATION (i) WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ACCURACY, COMPLETENESS, QUALITY, SUITABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE, AND (ii) WARRANTIES THAT THE Macho O-Ring PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. YOU THEREFORE ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR ADEQUATE PROTECTION AND BACKUP OF YOUR DATA AND/OR EQUIPMENT IN CONNECTION WITH YOUR USE OF THE Macho O-Ring PROPERTIES. YOU SHALL HOLD Macho O-Ring HARMLESS FROM AND YOU SHALL NOT SUE Macho O-Ring FOR ANY CLAIMS BASED ON YOUR USE OF OR INABILITY TO USE THE Macho O-Ring PROPERTIES OR THE CONTENT.

Limitation of Liability Relating to Use

TO THE FULLEST EXTENT PERMITTED BY LAW, Macho O-Ring AND ITS EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS WILL NOT BE LIABLE IN CONTRACT, WARRANTY, TORT OR UNDER ANY OTHER LEGAL THEORY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, GOODWILL, LOSS OF DATA OR ANY OTHER LOSSES ARISING FROM YOUR USE OF OR INABILITY TO USE THE Macho O-Ring PROPERTIES OR THE CONTENT, OR FOR YOUR RELIANCE ON THE CONTENT IN THE Macho O-Ring PROPERTIES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification Relating to Use

As a condition to your use of the Macho O-Ring Properties, to the fullest extent permitted by law, you agree to defend, indemnify and hold harmless Macho O-Ring and its respective officers, directors, employees, agents, contractors, vendors and suppliers from and against any liabilities, losses, damages, costs and other expenses (including court costs and reasonable attorneys' fees) arising or resulting directly or indirectly out of (i) any breach by you of the Terms and Conditions, (ii) your use of the Macho O-Ring Properties, (iii) User Content submitted by you, and (iv) your use of the images or drawing specifications.

Limitations on International Users

Export Control Laws. Certain Content that may be downloaded by you or is otherwise made available on the Macho O-Ring Properties may be subject to United States export control laws. These laws prohibit the export of certain information, software and other technology to certain restricted localities, persons, and entities. You agree and acknowledge that no Content, software, or other technology may be used, downloaded or exported from the Macho O-Ring Properties (i) in or into any country against which the United States maintains a trade embargo, (ii) by or to a person or entity designated on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List or Entity List, or (iii) otherwise in violation of any applicable United States export control law.

Compliance with Laws of Other Countries. Macho O-Ring operates the Macho O-Ring Properties from the United States and does not warrant or represent that they are appropriate for use in or otherwise comply with the laws of any jurisdiction outside the United States. You acknowledge and agree that you are solely responsible for ensuring that your use of the Macho O-Ring Properties is lawful in any jurisdiction in which you use them.

TERMS AND CONDITIONS OF SALE

Prices and Payment Terms

Published prices do not include taxes, duties, brokerage, or shipping costs, and they may be changed without notice. All payments must be in U.S. Dollars. Open accounts may be available on terms approved by us. Payment terms on open accounts are either net 10 days or net 30 days, less Advanced payment is requested. Visa, MasterCard and American Express will generally be accepted for orders, but credit card arrangements are subject

to change. All quotes are valid for 30 a period of 30 days; prices are otherwise subject to change without notice. Prices are based on the quantity quoted and may be subject to change if a different quantity is ordered. Possession of our price list does not necessarily entitle the holder to the price shown. Minimum invoice is \$5.00 USD per line, \$15 USD total invoice.

Right to Correct, Reject or Cancel Orders

We reserve the right to correct typographic errors and reject or cancel orders because applicable law prevents the sale of the Products in your area or for any other reason. All orders are subject to acceptance by Macho O-Ring.

reserve the right to cancel any order without advance notice. Purchaser may cancel an order at any time prior shipment, but will be invoiced for any costs incurred prior to cancellation notice, including but not limited to tooling, or parts costs.

Shortage/Overage

All orders are subject to a quantity tolerance of +/- 1%. If the quantity received is less than the quantity billed, please contact us for a billing adjustment.

Other Charges

In addition to the published price, we may charge you for shipping, freight, taxes and all other expenses that we incur in connection with the shipping of your order.

Taxes and Governmental Charges

You are responsible for all applicable national, state, provincial and local sales and use taxes, value added taxes, duties, tariffs, and other governmental fees which may be imposed in connection with your purchase of Products from us. When we collect taxes and other governmental fees from you, the amount collected will be stated separately on the invoice. If you are claiming an exemption from sales tax, you are responsible for providing a valid sales tax exemption certificate and you agree that you will not claim a sales tax exemption for purchases that do not qualify as exempt. If your claim of exemption for any purchase is deemed invalid by the taxing jurisdiction, you will upon request reimburse us for any and all taxes which we are required to pay on that purchase. If any Product which you purchase for resale is subsequently used by you, you will pay the use tax directly to the taxing authority, if required by law, or to us if we are required to pay it. For more information, please see www.machoseal.com/tax or contact the appropriate revenue department in your State.

Quebec Customers. For purposes of the Quebec sales tax (QST), if you are located in Quebec, Canada, each time you purchase Products from us you represent and warrant to us that you are not an individual consumer purchasing the Products for your own or any other individual's personal consumption, use or enjoyment.

Australia and New Zealand Customers. For purposes of Australia's and New Zealand's goods and services tax (GST), if you are located in Australia or New Zealand, each time you purchase Products from us you are certifying that (i) you have a current national Business Number and GST registration in the country to which the Products are being shipped, and (ii) you are acquiring the Products from us only for the purpose of using them in the course of running your enterprise in the country to which the Products are being shipped.

Delivery, Title and Risk of Loss

Delivery. Delivery occurs at Macho O-Ring's distribution centers when the Product is tendered to the carrier or is picked up by the customer, except for those sales into Canada as to which we agree to act as importer of record in the documentation you receive from us relating to your purchase of Products. With respect to sales into Canada as to which we agree to act as importer of record in the documentation you receive from us relating to your purchase of Products, the place of delivery is the destination in Canada to which we have prepaid the shipping charges.

Title and Risk of Loss.

Title and risk of loss pass to the customer at Macho O-Ring's distribution centers when the Product is tendered to the carrier or is picked up by the customer. For sales as to which we have agreed in the documentation you receive from us relating to your purchase of Products to prepay the shipping charges, we may elect at our sole option to replace or refund the purchase price of a Product damaged in transit.

Claims

All claims or shortages must be declared within 10 days after receipt of Product, unless otherwise excepted by Macho O-Ring Products are warranted against defects in workmanship and materials. Products having such defects will be replaced or credited as Macho O-Ring elects. Defective Product must be returned within 30 days of claim. Liability is limited to the invoice value of the defective item. No allowance will be made for repairs performed by the purchaser or end user.

Product Returns

To return an unused Product within 10 days after receipt of Product. Send Product to the Macho O-Ring 7 Supply New Jersey Distribution Center (www.machoseal.com/contact) To exchange a Product, return it to us and place a new order. No return authorization is required. We do not take title to returned Products until the Product arrives at our facility. You will be given credit upon our receipt of the returned Product. We reserve the right to reject returns of Products used or damaged by the customer or designated as non-cancellable or non-returnable.

Limited Product Warranty

Suppliers Products we sell, our only warranty or other obligation and your only remedy against us with respect to our Products is for us to replace any Product which is defective in material or workmanship when sold and which you return to us. ALL OTHER WARRANTIES AND REMEDIES WITH RESPECT TO THE PRODUCTS WE SELL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, ARE DISCLAIMED. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS. HOWEVER, YOU ACKNOWLEDGE AND AGREE THAT IN ALL JURISDICTIONS WE DISCLAIM IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

Limitation of Liability and Remedies Concerning Products

TO THE FULLEST EXTENT PERMITTED BY LAW, Macho O-Ring & Seal, LLC. AND ITS EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS WILL NOT BE LIABLE IN CONTRACT, WARRANTY, TORT OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, GOODWILL, BUSINESS INTERRUPTION OR ANY OTHER LOSSES (OTHER THAN THE COST OF THE PRODUCT OR ITS REPLACEMENT OR REPAIR) THAT ARISE DIRECTLY OR INDIRECTLY OUT OF YOUR PURCHASE OF ANY PRODUCT FROM US, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ANY LIABILITY FOR CLAIMS ARISING OUT OF THE MISUSE, IMPROPER SELECTION, FAULTY REPAIR, OR IMPROPER MODIFICATION OF A PRODUCT. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUR ONLY RE COURSE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS RELATED TO THE PRODUCTS WE SELL IS THE RIGHT TO RETURN THE PRODUCTS AND OBTAIN AT OUR OPTION A REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT. TO THE FULLEST EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE) SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT THAT GIVES RISE TO THE CLAIM. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR ACTION BROUGHT AGAINST US ARISING OUT OF ANY PRODUCT WE SELL TO YOU MUST BE BROUGHT WITHIN ONE YEAR AFTER THE PRODUCT HAS BEEN DELIVERED TO YOU.

Limits on Use of and Reliance on Information We Make Available to You

Warnings, Information, and Instructions. We do not manufacture any of the Products we sell. We rely entirely on our suppliers to provide all necessary warnings, instructions, chemical content and other information regarding the purchase, installation, use, handling, storage, resale, transportation, and disposal of or relating to the Products. **WE MAKE NO REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) CONCERNING AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WE HAVE NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF, OR LACK OF, ANY WARNINGS, INFORMATION OR INSTRUCTIONS PROVIDED BY OUR SUPPLIERS.**

Country of origin determinations are made by our suppliers and not independently verified by Macho O-Ring. Our suppliers use varying industry standard methodologies for determining origin, including substantial transformation, wholly originating, and cost of components, which may not match the methodology required for your application. Some of these origin methodologies allow for some processing and/or content in countries other than the one we list.

Safety Data Sheets. Safety Data Sheets (SDS) for certain Products are available to you online at www.machoseal.com or by contacting us by one of the methods described at www.machoseal.com/contact. Any SDS we make available to you has been prepared and provided to us by the manufacturer or the supplier of the Product. **WE MAKE NO REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) CONCERNING AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WE HAVE NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED IN AN SDS.**

Your Responsibilities to Us

Assumption of Risk for Product Information. Macho O-Ring is a reseller of Products manufactured by others, unless specified otherwise. Information about the Products in the Macho O-Ring Properties is provided by or is dependent upon information provided by our suppliers ("Product Information"). **WE MAKE NO REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) CONCERNING AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WE HAVE NO LIABILITY FOR THE ACCURACY OR COMPLETENESS OF THE PRODUCT INFORMATION.** You assume the risk that the Product Information may be incomplete, inaccurate, or out of date. We may add, change, discontinue, remove, or suspend any of the Product Information or other information included in the Content at any time, without notice or liability. We reserve the right to correct any publishing errors in the Content, including pricing errors.

Compliance with Laws. **WE MAKE NO REPRESENTATION OR WARRANTY (EXPRESS OR IMPLIED) THAT PRODUCTS OFFERED FOR SALE BY US COMPLY WITH ANY LAWS, CODES OR REGULATIONS GOVERNING THEIR PURCHASE, INSTALLATION, USE, HANDLING, STORAGE, RESALE, TRANSPORTATION, DISPOSAL, EXPORT, OR IMPORT, THAT THEY ARE AVAILABLE FOR SALE OR USE IN YOUR JURISDICTION, OR THAT THEY ARE APPROPRIATE OR SUITABLE FOR YOUR PURPOSES OR USE.** You are solely responsible for ensuring your compliance, and that of any third party to whom you resell the Products, with all applicable laws governing purchase, installation, use, handling, storage, resale, transportation, disposal, export and import of the Products you purchase from us.

Your Representations and Warranties. You are responsible for familiarizing yourself with all other available information about the Products prior to your purchase and use of them to determine their suitability for and any limitations on your intended use. In connection with any purchase of Products from us, you warrant, represent, acknowledge and agree as follows: (i) the purchase, installation, use, handling, storage, resale, transportation, disposal, export or import of the Products by you and any third-party to whom you resell them is and will be in compliance with all applicable laws and regulations and will conform to generally recognized industry and professional standards; (ii) you and any third party to whom you resell the Products are or will be knowledgeable concerning the laws and other practices relating to the safe and lawful purchase, installation, use, resale, handling, storage, transportation, and disposal of the Products; (iii) you have used your own skill and judgment in selecting and you are solely responsible for the determination and selection of suitable Products for your contemplated use and the use contemplated by any third party to whom you resell the products; (iv) you are at least 18 years of age,

and have the legal right and are authorized to purchase the Products; (v) you understand any and all hazards associated with the storage, use, handling and transportation of the Products; (vi) you are solely responsible for protecting and/or warning all parties who may be exposed to those hazards as a result of your use or resale of the Products; and (vii) if you are located in California, when you use our printed catalog to purchase Products, the Products are being purchased only for professional or commercial use, and not for personal or household use.

Your Indemnification of Us. Your purchase, use and resale of the Products is at your own risk. To the fullest extent permitted by law, except to the extent caused by our negligence or willful misconduct, you agree to defend, indemnify and hold harmless Macho O-Ring and its respective officers, directors, employees, agents, contractors, vendors and suppliers from and against any liabilities, losses, damages, costs and other expenses (including court costs and reasonable attorneys' fees) arising or resulting (directly or indirectly) out of your (i) breach of any of the Terms and Conditions, (ii) negligence, misuse or other wrongful conduct related to a Product, or (iii) violation of any applicable law related to any Product. To the extent they are inconsistent with the U.S. federal Anti-Deficiency Act, the indemnification provisions in the Terms and Conditions will not apply to any sale made by us to a U.S. federal government agency to which the Anti-Deficiency Act applies.

Government Procurement

Items sold by us may not meet certain government procurement requirements (such as those imposed by the Buy American Act). If you require other information or have other special needs, please contact us.

Electronic Commerce / EDI

If you purchase Products through our website, or by email, facsimile or an electronic data interchange or EDI system (collectively, "e-commerce"), you agree that (i) any contract of sale resulting from an e-commerce transaction is legally binding and enforceable, notwithstanding the provisions of any law relating to whether agreements must be in writing or signed by the parties to be bound thereby; and (ii) copies of our e-commerce records are admissible in any legal proceeding under the business records exception to the hearsay rule, the best evidence rule or any other rule of evidence, notwithstanding that such records were not originated or maintained in documentary form. As provided in the Uniform Commercial Code, we adopt as our signature on e-commerce communications the electronic identification of Macho O-Ring affixed to or contained in each electronic record transmitted in connection with a transmission. In the event of a dispute, the business records maintained by us regarding your e-commerce purchases with us shall be deemed to be the governing records for purposes of establishing the terms of those purchases.

Additional Terms Applicable to the Export of Products

U.S. Export Controls. Our Products are subject to U.S. export control laws and regulations. You acknowledge and agree that you are responsible for and shall comply with all laws, regulations, and orders of the United States applicable to the export of Products you purchase from us. Without limiting the foregoing, you represent and warrant as follows: (i) you are not designated on or associated with any party named on any of the restricted parties lists published by the U.S. government, including the Denied Persons List, the Entity List, the Unverified List of the Bureau of Industry and Security of the Department of Commerce, or the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control of the Treasury Department; (ii) you shall not engage in the export, reexport, diversion, transfer or other disposition of any Product in violation of any laws of the United States, including but not limited to laws administered by the Treasury Department and the Department of Commerce pursuant to which the United States maintains trade embargoes and sanctions against certain countries; (iii) you are purchasing the Products to be exported from the United States and imported to the destination identified in the documentation relating to your purchase of Products in compliance with the laws of the United States and that destination; (iv) you understand and acknowledge that a license or other authorization may be required from the Bureau of Industry and Security, the Office of Foreign Assets Control or other U.S. government agency before exporting or reexporting Products from the United States; (v) unless otherwise

expressly agreed by us in the documentation you receive from us relating to your purchase of Products, you are responsible for obtaining and paying for any licenses, permits or other authorizations required for exporting or reexporting our Products; and (vi) all other costs associated with exporting the Products shall be your responsibility.

Your Import of Products Into a Foreign Country. We do not serve as the importer of Products into any country, except to the extent, and then only to the extent that we agree in the documentation the customer receives from us relating to the purchase of Products to serve as importer of record for certain sales to customers in Canada. In all other cases, when the Products you purchase from us are imported into another country, you are solely responsible for (i) compliance with all laws governing that country's importation process, (ii) obtaining and paying for all necessary licenses, permits, customs clearances and all other authorizations, and (iii) paying all applicable duties, tariffs and other taxes and government charges imposed by that country upon import, and any brokerage, storage, any other fees or costs associated with the import of the Products.

Acknowledgement of Independent Contractor and Business Status. In exporting the Products from the United States, importing them into another country, or reselling them following your purchase from us, you acknowledge that you are an independent contractor and that you shall not hold yourself out as an agent or otherwise cause others to believe that you are authorized to act on behalf of Macho O-Ring. In addition, if you are located outside the United States, you represent and warrant to us that the Products are being purchased only for professional or commercial use, and not for personal or household use.

GENERALLY APPLICABLE TERMS

Jurisdiction, Choice of Law and Jury Trial Waiver

The Terms and Conditions (including the breach, termination and validity thereof), sales of our Products, use of the Macho O-Ring Properties, any personal information you submit to us and any disputes arising out of or relating to any of the foregoing (i) shall be governed entirely by and interpreted in accordance with the laws of the State of New Jersey and applicable U.S. federal law, without giving effect to conflict of law principles of any jurisdiction, and (ii) shall not be governed in any manner by the United Nations Convention on Contracts for the International Sale of Goods, which is hereby expressly excluded, or the laws of any jurisdiction outside the United States. Except as otherwise expressly provided respecting the resolution of any controversy or claim between Macho O-Ring and a party domiciled outside the United States, you irrevocably consent to the exclusive jurisdiction of the courts located in Toms River, New Jersey in connection with any action by or against Macho O-Ring to which you are a party. Proceedings to enforce the result of any such adjudication, however, may be brought in any applicable forum. TO THE FULLEST EXTENT PERMITTED BY LAW, WE BOTH KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY SUCH ACTION.

Resolution of International Disputes

Any controversy or claim between Macho O-Ring and a party domiciled outside the United States arising out of or relating to the Terms and Conditions, including but not limited to, the breach, termination or validity of the Terms and Conditions, sales of our Products, use of the Macho O-Ring Properties and any personal information submitted to us shall be determined and resolved exclusively by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules. In connection with any such arbitration, the place of the arbitration shall exclusively be Toms River, New Jersey, the language of the arbitration shall be English, and New Jersey law shall be applied to the dispute submitted to arbitration, without giving effect to any conflict of law principles of any jurisdiction. The arbitration award shall be final and binding, and judgment on the award may be entered and enforced in any court having jurisdiction over the parties. Except as may be required by law or for the purposes of entering, challenging, or enforcing an arbitration award in a court having jurisdiction over the parties and subject matter, no party or its representatives may disclose the existence, content, or results

of any arbitration hereunder, or any other matter relating to the arbitration or the award, without the prior written consent of all parties.

Force Majeure

We are not liable for any delay in or impairment of our performance caused in whole or in part by acts of God, labor disruptions, acts of war, terrorists, criminals, hackers or vandals, governmental decrees or controls, riots, epidemics and quarantines, communications disruptions, power failures, accidents, explosions, fires, inability to obtain or ship products, inability to obtain licenses or permits, shortages or inability to obtain supplies or raw materials, severe weather, natural disasters and catastrophic events, or any other occurrence which is beyond our reasonable control in the conduct of business.

Waiver

The failure (with or without intent) of any party to insist upon the strict performance by the other party of any provision of the Terms and Conditions shall not be deemed to constitute a modification of, or a waiver of the right to insist at any time thereafter upon performance strictly in accordance with, any of the provisions of the Terms and Conditions. No waiver of any provision of the Terms and Conditions shall operate as a waiver of any other provision of the Terms and Conditions, and no waiver of any provision of the Terms and Conditions shall operate as a continuing waiver of that provision.

Severability

In the event that any provision of the Terms and Conditions is held illegal, invalid, or unenforceable for any reason, that illegality, invalidity, or unenforceability shall not affect the remaining provisions of the Terms and Conditions, in which event they shall be construed and enforced as if that illegal, invalid, or unenforceable provision had never been inserted in them.

Assignment; No Third-Party Benefit

No benefits or duties under the Terms and Conditions may be assigned without our prior written consent, except that a merger or consolidation of any party with another entity shall not constitute a violation of this provision. The Terms and Conditions are intended for the sole and exclusive benefit of the parties thereto and their respective permitted assignees thereunder. Nothing in the Terms and Conditions shall give any other person any legal or equitable right, remedy or claim under or in respect of the matters covered in them.

Independent Relationship

Nothing provided in the Terms and Conditions shall be deemed to create any relationship between us of employment, partnership, joint venture, agency, or representation with respect to the use of the Macho O-Ring Properties or sales of Products by us.

PRIVACY POLICY

Application of Privacy Policy

This Privacy Policy is intended to help you understand how Macho O-Ring collects, uses, and safeguards the personal and other information you provide through our website and our mobile applications. It does not apply to the use or disclosure of personal and other information that is collected or obtained by us through other means.

CCPA Notice--Information for Customers in California

If you are an individual within the State of California, USA, the California Consumer Privacy Protection Act of 2018 ("CCPA") may apply to the personal data that you provide us through the Macho O-Ring Properties or otherwise

through your interaction with us. If so, we are required by the CCPA to provide additional information to you, which you can find in the California Privacy Statement below.

GDPR Notice--Information for Customers in the EU and EEA

If you are an individual within the European Union (“EU”) or the European Economic Area (“EEA”), the EU General Data Protection Regulation 2016/679 (“GDPR”) may apply to the personal data that you provide us through the Macho O-Ring Properties or otherwise through your interaction with us. If so, we are required by the GDPR to provide additional information to you, which you can find in the GDPR Notice below.

Your Account

Your Responsibilities. To protect your account from unauthorized activity, you should keep your password confidential and restrict access to your computer and any mobile devices through which your account may be accessed. You are responsible for all activity on or through your account. We will not be liable for damages or loss arising from your failure to maintain the confidentiality of your password or to adequately restrict access to your account. You represent and warrant that all information that you provide in connection with your account is and shall be accurate, truthful, current, and complete. We reserve the right to deny, deactivate or terminate your account at our discretion.

Breach of Security. You accept all risk that your account may be accessed without your permission. If you discover or suspect that the security of your account has been breached, please let us know as soon as possible.

Information We Collect and Use

Your Personal Information. When you place an order for a Product, we need to know your name, email and mailing addresses, and your billing information so that we can fill, confirm, and ship your order, notify you of your order status and process your payment. We may also request some of this same information from you when you ask a question or make a comment through our website or mobile applications in order for us to respond appropriately. For administration purposes, our website or mobile applications may collect your IP address or domain name, referring web page, browser type, mobile device type, device operating system, device settings, geolocation data and non-personal information about the way you use your device or this site (such as the length of time spent, or the pages accessed while visiting this site). We may use third-party website analytics tools and embedded tracking codes that collect information about visitor traffic on our sites and mobile applications to collect information about you.

Disclosure of Information to Third Parties. We do not rent or sell to others any information about our customers. We do not grant permission to third parties to collect information regarding the online activities of our website users over time and across different websites when they visit our website. However, we may provide your personal information to third parties who provide services on our behalf, such as the companies engaged to deliver your order and process your payment. We also reserve the right to disclose without notice to you any information in our possession if we believe we are required to do so by law, to protect or defend our rights or property, or to respond to an emergency.

Use By Minors Prohibited. Our website and mobile applications are not intended for use by, and Macho O-Ring does not intend to collect personal information from individuals under 18 years of age. Individuals under 18 years of age are directed to not use our website and mobile applications, whether to purchase Products, submit personal information or otherwise.

Mobile User Application Permissions. When you use our mobile applications, you may grant to us certain permissions with respect to your device. These permissions may include (i) granting us access to the camera and photos, videos, and other media files on your device, and (ii) allowing us to send in-app push notifications to you. Most mobile devices provide you with information about these permissions.

Mobile User Location. Our mobile applications may also collect information about the location of your mobile device if you grant this permission.

Access and Correction.

The file containing your personal information will be held at our offices or on our servers or those of our service providers, and employees who require it for the purposes of their duties will have access to this file. You may obtain a copy of certain personal information we maintain about you and update or correct inaccuracies in that information using the features of your account. If you wish to update or delete other personal information, you can contact us by one of the methods described at www.machoseal.com/contact and we will endeavor to correct, update, or remove the personal information you give us.

Security of Your Information

Macho O-Ring's Responsibility. The security of your information is important to us. While we endeavor to use reasonable efforts to safeguard the confidentiality of your information, the Internet and other e-commerce channels are not totally secure. Due to the possibility of transmission errors, hacking or other unauthorized third-party activities, we cannot guarantee that personal data transmitted to our website and mobile applications will remain secure. If we become aware of a security breach involving any such data, Macho O-Ring will make all legally required disclosures consistent with our ability to determine the scope of the breach, our need to restore the integrity of the system and the needs of law enforcement.

Credit Card Information

Whenever we transmit your credit card information over the Internet, we use industry standard encryption for all pages containing private information pertaining to your shipments. Your full credit card number is never displayed when you use our website or mobile applications. When you use a saved credit card, we only include the last four digits of the credit card number on the order page so that you can tell which credit card you used.

Cookies

What are Cookies? A cookie is a small text file that our website places on your computer or mobile device. Your browser provides the cookie to us each time you return to our website. Cookies help us to identify you and to provide you with information that is relevant to you when you return to our site. Cookies also help us understand how our site is being used so that we can make it more effective for our users.

Types of Cookies We Use. We use only "Strictly Necessary", "Performance", and "Functionality" cookies on our site. These cookies are described below.

Strictly Necessary Cookies. These cookies are essential to the use of our site, as they enable you to move around the site and use its features, such as accessing logged in or secure areas.

Performance Cookies. These cookies collect information about how you have used the site, for example, information related to the unique username you have provided, so that less strain is placed on our backend infrastructure. These cookies may also be used to allow us to know that you have logged in so that we can provide you with different content than that provided to a new user. We also use this type of cookie to track aggregate usage of our site. The information collected is used to improve how the site works.

Functionality Cookies. These cookies allow us to remember how you logged in, when you logged in or out, and the history of your activity on our site. These cookies also allow us to tailor the service to provide enhanced features and content for you. The information collected by these cookies may be anonymous, and they are not used to track your browsing activity on other sites or for other services.

First and Third-Party Cookies. First-party cookies are cookies that belong to us, third-party cookies are cookies that another party places on your device through our site. Third-party cookies may be placed on your device by someone providing a service for us, for example to help us understand how our service is being used.

Duration of Cookies on your Device. The length of time a cookie will stay on your computer or mobile device depends on whether it is a “persistent” or “session” cookie. Session cookies will only stay on your device until you stop browsing. Persistent cookies stay on your computer or mobile device until they expire or are deleted.

Managing and Deleting Cookies. By using our website, you consent to our use of cookies. You can withdraw your consent to our placement of cookies on your device by contacting us by one of the methods described at www.machoseal.com/contact. Additionally, you can delete cookies from your device or control the types of cookies you receive using the settings functions on your browser by following the instructions at <http://www.allaboutcookies.org/manage-cookies/clear-cookies-installed.html>. Note that if you set your browser to disable cookies, you may not be able to access certain parts of our service and other parts of our service may not work properly. More information about cookie settings is available at third-party information sites, such as www.allaboutcookies.org.

“Do Not Track” Signals

Our website is not configured to respond, and it does not respond to “do not track” signals.

Disclaimers Relating to Privacy Laws Outside the United States

The Macho O-Ring Properties are operated by Macho O-Ring from our offices in the United States. Information that you submit to us from outside the United States through the Macho O-Ring Properties will be transmitted to the United States (including to our service providers located in the United States), which may have privacy laws that are less protective than the privacy laws of the jurisdiction in which you reside. By using our website and other Macho O-Ring Properties, you consent to this transfer. We make no representation that our website or mobile application is appropriate or available for use in locations outside the United States.

Changes in Privacy Policy

We reserve the right to change the Privacy Policy at any time by providing notice to you. We will notify you of changes to the Privacy Policy by one or more of the following: (i) providing you with an electronic notification through our website, by email or other means of electronic communication or through any of our e-commerce or mobile applications, or (ii) making a revision to the Privacy Policy and changing the Terms and Conditions Version Date appearing below. By clicking the “I agree” button in connection with an electronic notification of a change, by using any of the Macho O-Ring Properties or by purchasing a Product from us after the new version date, you signify your acceptance of the revised Privacy Policy.

California Privacy Statement

Effective: December 30th, 2020

Last updated: December 30th, 2020

This California Privacy Statement only applies if information you submit to us is within the scope of the CCPA, which may be the case where we receive personal data from individuals in the State of California, USA. The terms of our Privacy Policy continue to apply. In the event of any conflict between this California Privacy Statement and our Privacy Policy, this California Privacy Statement shall prevail.

Personal Information We Collect

We collect the following categories of personal information from consumers:

- Personal identifiers including your name, address, telephone number, job title, employer, payment information and other personal information under the California customer records law.
- Commercial information including records of products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
- Internet and similar network activity including IP address, browsing history, search history, geolocation data based on network activity, information on a consumer's interaction with a website, application, or advertisement.
- Sensory data in the form of audio recordings of phone calls made to us.

Sources of Personal Information

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from our customers. For example, from information that our customers provide to us related to the orders for products which they purchase from us or in connection with establishing an account with us.
- Directly and indirectly from activity on our website (www.machoseal.com) or mobile applications. For example, from submissions through our website portal or website usage details collected automatically.
- From third-party website analytics tools and embedded tracking codes that collect information about visitor traffic on our website and mobile applications.

Purposes for Use of Personal Information

We use or disclose the personal information we collect for one or more of the following business purposes:

- providing our products and services to you or the business you represent (for example, if you provide us with personal information in order to place an order with us, we will use that information to process your payment, complete the sale and ship the product to you),
- maintaining our business relationship and/or providing ongoing support, where you or the business you represent are a user of the Macho O-Ring Properties or a customer or you otherwise engage with us for business purposes,
- informing you about our products and services and responding to your comments or requests for information,
- sending paper catalogs to you or the business you represent,
- enforcing any contracts that we enter into with you or the business you represent, or defending claims arising from such contracts;
- optimizing the Macho O-Ring Properties and customer experience,
- where necessary to protect the rights, property or safety of us or other users or customers,
- where we are obligated, or permitted, to do so by applicable law, regulation, or legal process, including disclosure to customs or other governmental authorities, or
- as described to you when collecting your personal information.

Sharing of Personal Information for a Business Purpose

In the preceding twelve (12) months, we have disclosed personal identifiers, personal information covered under the New Jersey customer records disposal law, and commercial information to

- service providers engaged by us to provide services, such as delivery and logistics companies, payment processors, and website hosts and other IT infrastructure providers, and
- third parties to whom you authorize us to disclose your personal information in connection with products we provide to you.

Sale of Personal Information

In the preceding twelve (12) months, we have not sold any personal information.

Your Rights and Choices

This section describes the specific CCPA rights afforded to California residents and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- the categories of personal information we collected about you,
- the categories of sources for the personal information we collected about you,
- our business or commercial purpose for collecting or selling that personal information,
- the categories of third parties with whom we share that personal information
- the specific pieces of personal information we collected about you (also called a data portability request),
- if we sold your personal information, a list identifying the personal information categories that each category of recipient purchased, and
- if we disclosed your personal information for a business purpose, a list identifying the personal information categories disclosed.

Deletion Request Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request pursuant to certain exceptions provided in the CCPA, including to take actions reasonably anticipated within the context of our ongoing business relationship with you, to comply with legal obligations, or to make other internal and lawful uses of your person information that are compatible with the context in which you provided it. The response we provide will explain the reason for denying your request.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by either:

- calling us at +1 609-444-6291, or
- visiting machoseal.com/contact.

Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- provide sufficient information that allows us to reasonably verify you are either the person about whom we collected personal information or an authorized representative of that person, and
- describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm that the personal information relates to you. Making a verifiable consumer request does not require you to create an account with us.

Response Timing and Format

We will endeavor to respond to a verifiable consumer request within 45 days of its receipt. If we require more time (we may take up to 45 additional days), we will inform you of the reason and extension period in writing. If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, your exercise of your CCPA rights will not result in us:

- denying you goods or services,
- charging you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties,
- providing you a different level or quality of goods or services, or
- suggesting that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will notify you by one or more of the following: (i) providing you with an electronic notification through our website, by e-mail or other means of electronic communication or through any of our e-commerce or mobile applications, or (ii) making a revision to the privacy notice and changing the effective date shown above.

Contact Information

If you have any questions or comments about this notice, our Privacy Statement, the ways in which we collect and use your personal information, or your choices and rights regarding such use, or if you wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone +1 609-444-6261

Website: machoseal.com/contact

GDPR Notice

This GDPR Notice only applies if information you submit to us is within the scope of the GDPR, which may be the case where we receive personal data from individuals in the context of orders originating in the European Union ("EU") or the European Economic Area ("EEA"). The terms of our Privacy Policy continue to apply. In the event of any conflict between this GDPR Notice and our Privacy Policy, this GDPR Notice shall prevail.

1) Controller. For the purposes of this GDPR Notice, the controller of personal data is Macho O-Ring & Seal, LLC. and the contact details for the controller are available at www.machoseal.com/contact.

2) How We Use Your Personal Information. Macho O-Ring & Seal, LLC. is a U.S. company. When you submit your information to us through the Macho O-Ring Properties or otherwise through your interaction with us, your personal data will be transferred to our servers in the U.S. We will hold, use, and disclose your personal data for the following primary purposes:

- a) providing our products and services to you or the business you represent;
- b) maintaining our business relationship and/or providing ongoing support, where you or the business you represent are a user of the Macho O-Ring Properties or a customer or you otherwise engage with us for business purposes;
- c) responding to your comments or requests for information;
- d) sending paper catalogs to you or the business you represent; and
- e) enforcing any contracts that we enter into with you or the business you represent, or defending claims arising from such contracts.

We do not engage in e-mail marketing, and we would ask for your consent before doing so. However, we may contact you about your account or your transactions with us, or the account of the business you represent or the transactions with us of the business you represent.

3) The Legal Bases for Processing Your Personal Data. Under the GDPR, we rely upon the following grounds to process personal data the users the Macho O-Ring Properties and our customers:

- a) Necessary for entering into, or performing a contract – To perform obligations that we undertake in providing products or services to you or the business you represent, or to take steps at your request to enter into a contract with us, it will be necessary for us to process your personal data. Without this information, we may not be able to provide our products and services to you.
- b) Necessary for compliance with a legal obligation – We are subject to certain legal requirements that may require us to process your personal data. We may also be obligated by law to disclose your personal data to a regulatory body or law enforcement agency.
- c) Necessary for the purposes of legitimate interests – Either we, or a third party, will need to process your personal data for the purposes of our (or a third party's) legitimate interests, provided we have established that those interests are not overridden by your rights and freedoms, including your right to have your personal data

protected. Our legitimate interests include responding to requests and inquiries from you or a third party, optimizing the Macho O-Ring Properties and customer experience, informing you about our products and services, meeting your need for products (including servicing orders) and ensuring that our operations are conducted in an appropriate and efficient manner.

d) Consent – In some circumstances, we may ask for your consent to process your personal data in a particular way, including with respect to the international transfers described in Section 5 below.

4) How We Share Your Personal Data. We may disclose your personal data to other parties in the following circumstances:

a) where we have retained trusted third parties to provide services, such as delivery and logistics companies, payment processors, and website hosts and other IT infrastructure providers;

b) where necessary to protect the rights, property or safety of us or other users or customers;

c) where we are obligated, or permitted, to do so by applicable law, regulation, or legal process, including disclosure to customs or other governmental authorities; or

d) if we (or substantially all of our assets) are acquired by a third party, in which case personal data held by us about the users of the Macho O-Ring Properties and customers will be one of the transferred assets.

5) We do not sell or license your personal data to third parties for their marketing or other commercial purposes.

6) Consent to Transfer. All data that you provide to us in connection with an order for goods (and any future orders) or while using the Macho O-Ring Properties will be maintained by us on our servers in the United States. It may also be transferred by us to other parties within the United States or elsewhere (which may include countries outside of the EU and EEA), such as transportation companies, freight forwarders, and payment processors, in order to complete the order. By using the Macho O-Ring Properties, you consent to any such transfer of the data you provide, and you agree that you are fully aware of the risks involved (as noted in our Privacy Policy), including that laws of the U.S. and, to the extent that they are involved, laws of countries outside of the EU and EEA, do not have the same level of data protection as the laws in the EU and EEA. However, we ensure that your personal data is retained in a secure manner and in compliance with the GDPR.

7) How Long We Will Hold Your Information. We will retain your personal data for the time necessary to perform our obligations to you, or for a longer period if there are other purposes for which your personal data was collected or where we have other legitimate and compelling business reasons for retaining that information. For example, once a transaction has been completed, we will generally retain the contact details of a customer on our systems indefinitely for the purposes of handling after-sales queries, communicating important product information, and providing better service to you in the future, or for other legitimate and compelling business reasons.

8) Your Rights on Information We Hold About You. You have certain rights in relation to personal data we hold about you. Details of these rights are set out below and you can exercise them by contacting us by one of the methods described at www.machoseal.com/contact. We will require evidence of your identity before we are able to act on your request.

a) Right of Access. You have the right at any time to ask us for a copy of the personal data about you that we hold, free of charge. Where we have good reason, and if the GDPR permits, we can refuse your request for a copy of your personal data, or certain elements of the request.

b) Right of Correction or Completion. If personal data we hold about you is not accurate or is out of date and requires amendment or correction, you have a right to have the data amended or rectified and to have incomplete data completed.

c) Right of Erasure. In certain circumstances, you have the right to request erasure of personal data that we hold about you, such as where the information is no longer necessary for the purposes for which it was collected or processed or where our processing of the information is based on your consent and there are no other legal grounds on which we may process or retain the information.

d) Right to Object to Processing. In certain circumstances, you have the right to object to our processing of your personal data. Those circumstances include where we are processing your data on the basis of our legitimate interests and there are no compelling legitimate grounds for our processing which override your rights and interests. You also have the right to object to use of your personal data for direct marketing purposes.

e) Right to Restrict Processing. In certain circumstances, you may have the right to restrict our use of your personal data, such as where you have challenged the accuracy of the information and during the period where we are verifying its accuracy.

f) Right of Data Portability. In certain instances, you have a right to receive any personal data that we hold about you in a structured, commonly used, and machine-readable format. You can ask us to transmit that information to you or directly to a third-party organization. This right exists only with respect to personal data that you have previously provided to us and which is processed by us using automated means. While we will endeavor to satisfy your request as to a particular data format, we are not able to guarantee technical compatibility with a third-party organization's systems. We are also unable to comply with requests that relate to personal data of others without their consent.

You can exercise any of the above rights by contacting us by one of the methods described at www.machoseal.com/contact. Most of the above rights are subject to limitations and exceptions. We will provide reasons if we are unable to comply with any request for the exercise of your rights. In addition to the rights described above, you are entitled to lodge a complaint about our processing of your personal data with the relevant supervisory authority. See link for details: https://edpb.europa.eu/about-edpb/board/members_en

9) Cookies You have certain rights in relation to personal data we hold about you. Details of these rights are set out below and you can exercise them by contacting us by one of the methods described at www.machoseal.com/contact. We will require evidence of your identity before we are able to act on your request.

a) What are Cookies? Our website uses small text files called cookies that help us identify you on return visits and provide information that is relevant to you. A cookie is a small file that a website stores on a visitor's device or computer, and that the visitor's browser provides to the website each time the visitor returns. These files also help us understand how our website is being used so that we can make it more effective for our users.

b) Learn more about our use of cookies. You can read more about the cookies we use, why we use them and how you can control and delete them in our Privacy Policy above.

10) Consent If we are processing your personal data based on your consent, you have the right to withdraw your consent at any time. You can do this by contacting us by one of the methods described at www.machoseal.com/contact.

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