

PRISM WORLDWIDE, LLC
TERMS AND CONDITIONS OF SALE
CONSUMER PRODUCTS

June 2024

These terms and conditions of sale (these “Terms”) are the only terms which govern the sale of any and all finished products (“Products”) by Prism or its subsidiaries or affiliates (together “Prism”) to any purchaser of Products sold by Prism (“You” or “Buyer”). By placing an order with Prism, you agree to be bound by these Terms. Please read them carefully before making a purchase.

1. Orders & Payment. All orders are subject to acceptance by Prism. Prism reserves the right to refuse any order at its sole discretion. Payment for all orders must be made in full at the time of placing the order.

2. Shipping and Delivery. The Products will be delivered within a reasonable time after receipt of Buyer’s order and Prism’s acceptance thereof, subject to availability of finished Products. Delivery dates are estimates only and Prism shall not be liable for any delays related to third party carriers. Risk of loss and title to products passes to You upon Prism’s delivery to the carrier. In the event multiple products are ordered, Prism may ship the Products separately and each shipment will constitute a separate sale.

3. Returns and Refunds. You may return Products within 30 days of delivery for a refund or exchange provided that the Products are in their original condition and packaging. You will be responsible for return shipping unless the return is due to an error by Prism. Refunds will be issued within thirty (30) days of Prism’s processing of the returned Products. Prism will not accept returns of custom, used, discounted or discontinued items under any circumstance.

4. Limited Warranty. Prism warrants that at the time of shipment of the Product, that such Products will be free from material defects. Products manufactured by a third party (“Third Party Product”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Products. Third Party Products are not covered by the warranty herein. For the avoidance of doubt, PRISM MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

5. Limitation of Liability and Acceptance of Risks. To the fullest extent permitted by law, Prism’s liability from any claim arising from the sale or use of Products shall be limited

to the purchase price of the Product. Prism shall not be responsible for any consequential, special, or third party damages. You are responsible for confirming that any Prism products are safe and appropriate for installation in your vehicle.

6. Amendment and Modification. Prism reserves the right to amend or modify these Terms at any time without notice.

7. Governing Law and Venue. All matters arising out of or relating to this Agreement and the sale of any Products hereunder, is governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision. Venue for any action arising out of or relating to this Agreement shall be the state and federal courts of King County, Washington and the Buyer hereby waives any claim or defense that such forum is not convenient or proper. Prism and Buyer hereby agree that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Washington law.

8. Customer Information. Prism may collect information about You including your name, address, email, and phone number. Prism's use of this information shall be governed by our Privacy Policy which is available on our website.

By placing an order with Prism, you acknowledge that you have read, understood, and agree to these Terms. If you do not agree with any part of these Terms, you should not proceed with your order.

For questions or concerns regarding these Terms, please contact us at Customer Service customer.service@prismww.com.