

MAGNETAR US, INC.
GENERAL TERMS AND CONDITIONS OF SALE (CONSUMER)

SCOPE OF CONTRACT

- (A) These general terms and conditions of online sale (to the consumer) (hereinafter the “Terms”) shall apply to all sales of products (“Magnetar Products”) from Magnetar US, Inc., a Delaware corporation (hereinafter “Magnetar US”), to customer (as named in customer’s purchase order) (hereinafter the “Customer”), which are concluded via Magnetar US’s website at www.magnetarmagnets.com (the “Website”).
- (B) These Terms, along with Customer’s order for purchase (hereinafter the “Purchase Order”) of Magnetar Products submitted by Customer to Magnetar US and accepted by Magnetar US and the Return Policy referenced at Article 5, shall constitute the entire contract (hereinafter the “Contract”) between Customer and Magnetar US (including its affiliated companies) for the purchase of all Magnetar Products specified in the Purchase Order.
- (C) If the Customer does not accept these Terms, the Customer cannot purchase any Magnetar Products on the Website. Furthermore, a Contract can only be concluded via the Website. Magnetar US will not process orders made in e-mails, letters or faxes.
- (D) A Purchase Order is created and accepted by the Customer once the Customer has selected the Magnetar Products which the Customer would like to purchase and completes the checkout process. By placing a Purchase Order with Magnetar US, the Customer represents and warrants that the Customer is legally capable of signing binding agreements.
- (E) The price listed on the final Purchase Order, irrespective of previously listed prices and/or prices listed on other publications, offers etc., is the final purchase price and by confirming the Purchase Order, the Customer expressly agrees to pay this price.
- (F) When the Customer completes the Purchase Order via the Website, the Purchase Order constitutes an offer to purchase Magnetar Products from Magnetar US. Furthermore, an order for more than one item of Magnetar Products constitutes a series of offers for each item individually.
- (G) All Purchase Orders are subject to approval and acceptance by Magnetar US. Magnetar US will confirm the terms of the Purchase Order with a confirmation notice upon Customer’s completion of their order.
- (H) Magnetar US and Customer expressly agree that Magnetar US may modify these Terms from time to time (for example to reflect changes in technology, Magnetar US’s business model, system capacity or in applicable laws and regulations), and such modifications shall be binding upon Customer upon Magnetar US’s publication of modified Terms on the Website.
- (I) The acceptance of a Purchase Order and/or shipment of any Magnetar Products to Customer does not create any rights for Customer other than as expressly set forth in the Contract formed by the acceptance of the Purchase Order, and does not obligate Magnetar US to accept, or Customer to place, Purchase Orders in the future. Nothing contained in the Contract formed shall imply any partnership, joint venture or agency relationship between Magnetar US and Customer in any territory or jurisdiction.
- (J) Magnetar US may, in its discretion, accept Customer’s request for amendments or additions to the Contract formed by Magnetar US’s acceptance of a Purchase Order.

1. DELIVERY

- (A) Delivery method will be chosen by the Customer when completing the Purchase Order, and delivery time and costs will be specified according to the delivery method chosen. Unless otherwise specified and agreed to by Magnetar US, delivery costs will be prepaid by the Customer. All shipment will be made from Magnetar US’s facilities at Simple Global, Inc. 620 Centerpoint Blvd. New Castle, DE 19720 or from other storage facilities used by Magnetar US from time to time.
- (B) The goods will be delivered to the delivery address specified in the Purchase Order. If the Customer purchases multiple Magnetar Products under one Purchase Order, Magnetar US reserves the right to make separate deliveries. Separate deliveries may be necessary if certain Magnetar Products are delayed or out of stock at the time of the Purchase Order. The Customer will be informed if the Purchase Order is subject to separate deliveries, and the Customer will not be charged with additional delivery costs for separate deliveries.
- (C) All Magnetar Products purchases by the Customer are deemed to be have been delivered upon Magnetar US’s transfer of the Magnetar Products to the carrier. The Customer is responsible for filing any claims with carriers for damaged and/or lost shipments.
- (D) At any time prior to the delivery, Magnetar US shall be entitled to postpone the delivery date by up to fourteen (14) calendar days for any reason, and such postponement shall not be considered breach of the Contract or otherwise entitle Customer to any remedies. Magnetar US shall notify the Customer of any such postponement within a reasonable time.
- (E) In the event of force majeure, defined below in Article 9, deliveries may be postponed until the force majeure event ceases to affect Magnetar US’s business operations and ordinary trading and shipment of goods can resume.

2. TERMS OF PAYMENT

- (A) All payments shall be made upon completion of the Purchase Order by the Customer and prior to acceptance and confirmation by Magnetar US.

3. TAXES

- (A) All applicable sales taxes and any other applicable taxes will be applied to the Purchase Order prior to payment by the Customer. Magnetar US is not liable, to the extent permitted by law, for any subsequently incurred taxes by the Customer including but not limited to Duties or Use Taxes. All purchases by Customers located within the State of Delaware will be subject to Delaware Sales tax, as well as applicable local taxes.

4. CANCELLATION OF CONTRACT

- (A) In case of circumstances which materially alter the economic aspects or the substance of the Contract or seriously interfere with the operation of Magnetar US or any of Magnetar US’s suppliers, and also in case it should be subsequently proved impossible for Magnetar US to perform its obligations under the Contract, Magnetar US shall have the right to cancel the Contract in whole or in part. Customer shall not be entitled to damages as a result of any such whole or partial cancellation, or for any other reason. Customer’s sole remedy shall be the return of any payment made by Customer for Magnetar Products not delivered due to such cancellation.
- (B) In addition, Magnetar US reserves the right to cancel the Contract under the following circumstances:
 - a. The Customer’s payment details are incorrect or cannot be verified.

- b. The Customer places a Purchase Order with the purpose of committing fraud etc. or placed in connection with a criminal offense or other unlawful activities.
- c. There is an inadvertent error on the website, such as a payment error.
- d. Magnetar US has a reason to believe that the Customer is not legally capable of entering into binding Contracts.

5. **RETURNS**

- (A) Customer may return any Magnetar US Product within 14 calendar days of receiving the Product and receive a refund of the purchase price; **provided that: (i)** Customer notify Magnetar US via email to info@magnetarmagnets.com within 14 calendar days or Customer's receipt of the Product that Customer explicitly and irrevocably wishes to return the Product; **(ii)** Customer pay for the return freight; **(iii)** the Product is received by Magnetar US in the original packaging, unopened and unused; and **(iv)** the Product is in the same condition as it was when received by the Customer.
- (B) Notwithstanding the foregoing, the right to return a Product against a refund does not apply to Products which Magnetar US, at the Customer's request, has ordered/acquired specifically for the Customer from a third party; or to Products that have been manufactured or modified specifically to the Customer per instructions/requirements from the Customer in the Purchase Order.

6. **PRIVACY POLICY**

- (A) When you visit the Website, Magnetar US collects information for the purpose of improving Customer experience and to support Magnetar US marketing. The following terms governs Magnetar US's gathering, processing, and use of, and access to, information via the Website, and how to contact Magnetar US, the use of "cookies" and Magnetar US's privacy policy.
- (B) The collection of personal Customer information via the Website will apply with the requirements of the applicable laws of the United States and the State of Delaware and California, including the California Consumer Privacy Act (CCPA).
- (C) The Website automatically detects the Customer's IP address as well as data relating to Customer's browsing of the different pages on the Website. If Customer logs in or signs up for the Magnetar US newsletter, Magnetar US registers this, primarily for the purpose of making future Customer visits on the Website a better experience. Magnetar US uses various analytical tools, such as Google Analytics, that help us collect statistics about the use of the Website.
- (D) The purpose of collecting information addresses different areas. See below:
 - (i) Liabilities. To fulfill our commitment to Customer or user of our services - such as purchase, invoicing, customer service and customer account.
 - (ii) Customer service. To perform customer service through the Customer's account, E-mail, chat or phone. Answer questions related to your order or past orders, correct mistakes and guide Customer.
 - (iii) Marketing. To provide inspiration, product offerings / services and personal recommendations via web, E-mail, SMS, direct mail, phone and through third party marketing.
 - (iv) Customer experience. To improve customer experience through interaction with Magnetar US, Inc. such as personalizing your experience at the Website by developing new features, services and products. This also includes managing, protecting, operating, and maintaining the Website, system administration and security, and agreeing aggregated statistics on use of the site, purchasing and improving understanding of our customer's preferences.
 - (v) Fraud and risk. To prevent fraud and carry out risk assessment.
 - (vi) Legislation. To comply with applicable legislation.
- (E) To enter into an agreement with us via the Website, we need the following Customer information:
 - (i) Name
 - (ii) Full address (Street, Suite (if applicable), city, zip-code)
 - (iii) Phone number
 - (iv) E-mail address

This information is necessary for Magnetar US to be able to fulfil our obligations toward Customer to deliver Products etc.

- (F) Personal data is collected via the Website and stored for five years after which the information is deleted.
- (G) When collecting personal information through the Website, Magnetar US strives to ensure that it is always done pursuant to Customer's explicit consent so that Customer is informed of exactly what information is collected, and why.
- (H) The CEO of Magnetar US, Inc. has access to the information that is registered about Customer.
- (I) Magnetar US does not encrypt stored personal data about Customers, or encrypt transmitted Customer information. Information provided via the Website is not disclosed or sold to third parties.
- (J) **NOTE!** Magnetar US, Inc. collaborates with Trustpilot on customer reviews and therefore, Customer information is exchanged with Trustpilot solely for sending an invitation to rate your experience of the purchase experience and the Products.
- (K) Customer may at any time request information about what personal Customer data Magnetar US has stored, and may require Magnetar US to delete such stored data to the extent required by the CCPA. All inquiries in connection with this shall be submitted via email to: info@magnetarmagnets.com. Please read our Privacy Policy which explains how we use and treat the personal data that Customer provides in connection with the ordering procedure, and Customer's use of the website in general.

7. **THIRD PARTY**

- (vii) Magnetar US may include hyperlinks on the Website to other websites or use resources operated by other parties than Magnetar US Inc. and its affiliates. Magnetar US is not responsible for the content or accuracy of any of these websites and has not reviewed all of the external websites. Furthermore, Magnetar US is not responsible for the availability of such external websites or resources, and do not

endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including, without limitation, any advertising, products or other materials or services on such websites or available from the websites, nor for any damage, loss, or offense caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on the external websites or resources.

8. DISCLAIMER OF WARRANTIES

(viii) MAGNETAR US MAKES NO GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, OF THE MAGNETAR PRODUCTS SOLD HEREUNDER OR OF THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF SUCH GOODS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, MAGNETAR US SHALL HAVE NO LIABILITY FOR DEFECTS IN MATERIAL OR WORKMANSHIP.

(ix) Magnetar US shall not be liable for normal manufacturing or finishing defects or for customary variations from quantities or specifications. The physical or chemical characteristics or qualities are not guaranteed unless and except to the extent specifically provided herein. Magnetar Products are sold subject to the imperfections of natural and other, if any, fibers.

9. FORCE MAJEURE, CASUALTY AND AVAILABILITY OF RAW MATERIALS

(A) Magnetar US shall not be liable for any delay in the delivery of any part of the Magnetar Products hereunder and shall not be held responsible for any losses resulting if the fulfillment of any obligations, terms or provisions of these the Contract shall be delayed or prevented by revolutions or other disorders, wars, acts of enemies, strikes, fires, floods, acts of God, pandemics, Government regulations, delay or inability to obtain labor, materials or goods through Magnetar US's usual and regular sources, insufficient orders, casualty, accident, economic downturns, or any other condition beyond the reasonable control of Magnetar US. In such event, Magnetar US may, in its discretion, without prior notice to Customer, at any time and from time to time postpone the delivery dates under this Contract for a time which is reasonable under all the circumstances or make partial delivery or cancel all or any portion of this and any Contracts with Customer, and any such non-performance or cancellation shall not be considered breach of the Contract or otherwise entitle Customer to any remedies.

10. LIMITATIONS OF MAGNETAR US'S LIABILITY

(A) THE LIMIT OF LIABILITY OF MAGNETAR US FOR A BREACH OF ANY OF THE TERMS, CONDITIONS OR PROVISIONS OF THESE TERMS AND/OR THE CONTRACT SHALL BE THE DIFFERENCE IN VALUE ON THE CONTRACT DATE OF DELIVERY BETWEEN THE MAGNETAR PRODUCTS OR PERFORMANCE SPECIFIED AND THE MAGNETAR PRODUCTS OR PERFORMANCE ACTUALLY DELIVERED, BUT IN NO EVENT SHALL SUCH VALUE EXCEED THE RETURN OF THE PURCHASE PRICE OF THE APPLICABLE MAGNETAR PRODUCTS. IN NO INSTANCE SHALL CUSTOMER BE ENTITLED TO CLAIM CONSEQUENTIAL DAMAGES OR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OR LOST REVENUE, PROFIT OR GOODWILL, NOR SHALL MAGNETAR US BE LIABLE IN ANY INSTANCE FOR LOST PROFITS OR SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OR PROFITS ON CONTEMPLATED USE BY REASON OF BREACH OF CONTRACT OR WARRANTY BY MAGNETAR US, DEFECTIVE GOODS, DEFECTIVE OR LATE DELIVERY, OR NON-DELIVERY. IN NO EVENT SHALL MAGNETAR US BE LIABLE FOR ANY DAMAGES BY REASON OF CUSTOMER'S INABILITY TO OBTAIN SUBSTITUTE GOODS IN THE OPEN MARKET.

11. RIGHTS OF MAGNETAR US

(A) Magnetar US shall not be limited in its rights and remedies against Customer for any cause whatsoever, but shall have such other rights and remedies as may be available to it under the applicable law or in equity. The paragraph headings of these Terms are for reference purposes only and shall not affect the meaning or interpretation of the Terms.

12. DESIGN PROTECTION

(A) No rights in and to patterns or designs of Magnetar Products covered by this Contract pass to Customer, except as an integral part of the Magnetar Products purchased, and Customer, as special inducement to Magnetar US, agrees not to cause or permit, either directly or indirectly, any such pattern or design to be copied or reproduced.

13. TRADEMARKS AND TRADE NAMES

(A) No right to the use of any trademark, trade name, trade dress, copyright, image, nor any other intellectual property ("IP") of Magnetar US passes to Customer under this Contract and Customer agrees to refrain from using, either directly or indirectly, any of Magnetar US's IP, unless specifically authorized in writing by Magnetar US. Any marketing or advertising by Customer featuring Magnetar Products must be approved by Magnetar US in writing prior to distribution of such materials. The acceptance and/or shipment of any order, or the provision of visuals, promotional materials, signage and logos, does not create any intellectual property rights accruing to Customer.

14. CHOICE OF LAW, ARBITRATION AGREEMENT AND JURISDICTION

(A) By completing the Purchase Order, the Customer agrees that: (i) the Contract and Customer's relationship with Magnetar US otherwise shall be governed by the internal laws of the State of New York, excluding its conflicts of laws rules; (ii) any and all disputes the Customer may have with, or claims they may have against Magnetar US or its affiliates relating to, arising out of or connected in any way with (a) the Website, (b) these Terms, (c) the completion, acceptance and finally delivery related to any Purchase Order or Contract, or (d) the determination of the scope or applicability of the agreement to arbitrate in this Article 14 (a "Claim"), will be resolved exclusively by final and binding arbitration. The arbitration shall be administrated by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. The place of arbitration shall be within New York City, New York, USA, unless the parties mutually agree otherwise in writing. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The arbitration shall be kept confidential and the existence of the proceeding and any element of it shall not be disclosed beyond the arbitration proceedings, except as may be required by applicable law.

(B) In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

(C) Neither the Customer nor Magnetar US may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide

only the Customer's and/or Magnetar US's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. If for any reason a claim proceeds in court rather than in arbitration both parties waive any right to a jury trial.

- (D) **THIS ARTICLE LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN JAMS RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT THE CUSTOMER OR MAGNETAR US WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**
- (E) If any provision of this Article is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Article 14 will continue in full force and effect. This Article 14 of these Terms will survive the termination of any Contract between Magnetar US and Customer and Customer's relationship with Magnetar US otherwise.

15. NO WAIVER

- (A) No waiver by Magnetar US of any default by Customer shall be deemed a waiver of any subsequent default. Any replacement (as hereinabove provided) or adjustment of a delivery shall cure any defects with respect to that delivery and any default so cured shall be deemed not to have occurred. No modification of the Contract shall become effective unless in writing signed by an authorized representative of Magnetar US.

16. ASSIGNMENT

No rights of Customer under or arising out of this Contract may be assigned without the express written consent of Magnetar US.