

TERMS OF USE FOR THE ASAP-SUPPLY.COM WEBSITE

TERMS AND CONDITIONS, AGREEMENT: This agreement describes the terms and conditions required for your use of the ASAP-SUPPLY.COM website. You must read and agree with all terms of this agreement set out below. If you do not agree with the terms and conditions of this agreement, you may not use our website/services.

ELIGIBILITY: You must be 18 years of age. You must be an individual who can form legally binding contracts. Additionally, you have not been barred from using our website/services.

TAXES: All bidders will be subject to the Michigan Sales tax of 6%. Tax exempt buyers must provide proper documentation of their exemption.

NO WARRANTY: Use of our website/service is at your sole risk. Neither ASAP Supply or its affiliates, nor any of their officers, directors, employees, agents, third-party content providers, or licensors (collectively, "Provider") or the like, warrant that these website/services will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of these website/services. Or as to the accuracy, completeness, reliability, security, or currency of these website/services. Our website/services may contain errors, omissions, inaccuracies, or outdated information. Further, Provider does not warrant reliability of any statement or other information displayed or distributed through our website/services. Provider reserves the right in its sole discretion to correct any errors or omissions in any portion of our website/services. Provider may make any other changes to its website/services at anytime without notice. Provider will make reasonable commercial effort to make our website/services available at all times, however, Provider is not responsible for any service interruptions, including, but not limited to, interruptions that may affect aspects of the sale of merchandise. Our website/services and the information, content, and merchandise sold on the site are provided on an "as is", "where is" and "where available" basis. Provider makes no representations or warranties of any kind express or implied, as to the operation of the website, the content, information, or the materials on the site. To the fullest extent permissible under the applicable law, Provider expressly disclaims all warranties, expressed or implied, of any kind, with respect to any of the materials/merchandise, content, or information on this website or any goods or other products or services offered, sold, or displayed on this website or your use of this website generally, including warranties of merchantability, accuracy of information, quality, title, fitness for a particular purpose, and non-infringement. Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to the extent such jurisdiction's law applies to this agreement. In the event that you have a dispute with one or more users, you release Provider from claims, demands and damages (actual and consequential) of every kind and nature, known or unknown, arising out of or in any way connected with such disputes.

LIMIT OF LIABILITY. In no event shall Provider (as previously defined) be liable for any damages of any kind arising from (1.) Any injury to any person or property caused by the items or (2.) Defects in such items on any theory of liability including without limitation product liability. In addition, in no event shall provider be liable for any special incidental or consequential damages that are directly or indirectly related to the use of , or the ability to use, the service, the site or its content including without limitation the description and photos of the items and function related thereto, including without limitation, loss of revenue or anticipated profits or lost business or lost sales, even if Provider or an authorized representative thereof has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to certain users, in no event shall the total liability of Providers for all damages, losses and causes of action (whether in contract or tort, including, but not limited to, negligence, product liability or otherwise) arising from this agreement or your use of the site and the services exceed, in the aggregate, \$200.

CONSENT TO SUIT: In the event of any legal proceedings arising from this agreement or from the use of the website therewith, users of the ASAP-SUPPLY.COM website consent to being subject to the personal jurisdiction of the courts of the state of Michigan in the county of Muskegon. This agreement and use of site shall be governed by the laws of the state of Michigan.

INDEMNITY: You agree to defend, indemnify and hold harmless Provider (as previously defined) from claims demand and damages, actual and consequential, of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (including, but not limited to, attorney's fees), to the extent arising out of or in any way connected with any breach or violation by you of this Agreement, any use by you of the site or any disputes or damages arising out of the use of or contracts formed with you through this site.

SURVIVAL: If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. The failure of any party to exercise or enforce any rights or provisions of this Agreement shall not constitute a waiver of such right or

provision. All provisions in this Agreement regarding representations and warranties, indemnification, disclaimers and limitations on liability shall survive any termination of this agreement. You agree that any cause of action arising out of or related to the service of this Agreement must commence within three months after the cause of action arose; otherwise, such cause of action is permanently barred.

ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.