

One Clarion Policies, Terms, and Conditions

These Policies, Terms, and Conditions govern all quotations, orders, purchases, sales, shipments, returns, warranties, services, and transactions between One Clarion and the purchasing party, customer, buyer, purchaser, or other party placing an order with One Clarion, referred to in these Terms and Conditions as the "Purchasing Party."

By requesting a quote, submitting a purchase order, placing an order, making payment, accepting delivery, or otherwise purchasing products or services from One Clarion, the Purchasing Party agrees to be bound by these Terms and Conditions.

1. Customer Service and Product Support

One Clarion is committed to providing responsive customer service and technical support to its customers. If the Purchasing Party receives a product that appears to be damaged, defective, incorrect, or not functioning as expected, the Purchasing Party should contact One Clarion Customer Service at 863-261-8388 so the issue can be reviewed in accordance with these Terms and Conditions.

Any warranty, remedy, return, replacement, refund, credit, or claim is limited by and subject to these Terms and Conditions, including the provisions regarding Limited Warranty, Returns, Damaged Goods, Inspection, Claims, Product Suitability, and Limitation of Liability.

2. Orders, Acceptance, and Contract Formation

All orders are subject to review, acceptance, and approval by One Clarion. One Clarion reserves the right to request information, documentation, or certification necessary to confirm the Purchasing Party's identity, payment authorization, authority to purchase, shipping destination, export eligibility, or compliance with applicable laws and regulations.

Possession of a One Clarion catalog, access to a One Clarion website, receipt of a quotation, or receipt of other sales literature does not create a right to purchase products or services from One Clarion. One Clarion reserves the right to reject, cancel, decline, or withdraw any order at its discretion, including any order that One Clarion determines may violate applicable law, regulation, export restriction, payment requirement, customer qualification, product availability, vendor limitation, or these Terms and Conditions.

No order is binding on One Clarion until accepted by One Clarion. Any terms or conditions included in a purchase order, procurement document, customer form, email, or other communication from the Purchasing Party that are inconsistent with, additional to, or different from these Terms and Conditions are rejected and shall not bind One Clarion unless expressly agreed to in a written document signed by One Clarion.

One Clarion's acceptance of an order, fulfillment of an order, or receipt of payment shall not constitute acceptance of any conflicting or additional terms proposed by the Purchasing Party.

3. Complete Agreement

These Terms and Conditions, together with any quotation, invoice, order confirmation, written specification, written addendum, or other written document expressly accepted by One Clarion, constitute the complete agreement between One Clarion and the Purchasing Party regarding the applicable transaction.

These Terms and Conditions supersede all prior or contemporaneous statements, representations, understandings, communications, purchase-order terms, or agreements, whether oral or written, concerning the subject matter of the transaction, unless expressly agreed to in writing by One Clarion.

4. Product Information, Published Materials, and Website Content

One Clarion makes reasonable efforts to describe and display products accurately in its catalogs, websites, quotations, literature, photographs, illustrations, specifications, and other materials. However, product descriptions, images, dimensions, specifications, performance information, colors, materials, and availability may vary and are provided for general identification and informational purposes only.

One Clarion reserves the right to correct errors, inaccuracies, omissions, pricing mistakes, typographical errors, product descriptions, specifications, website content, and published materials at any time without notice.

Descriptions, illustrations, specifications, photographs, articles, catalogs, website content, sales literature, and similar materials do not create any warranty, guarantee, or representation that a product will conform exactly to the description or illustration, except to the extent expressly stated in a written document accepted by One Clarion.

One Clarion may change, substitute, modify, or discontinue products, materials, designs, specifications, vendors, manufacturers, or suppliers when necessary due to availability, supply chain conditions, product improvements, regulatory requirements, vendor changes, material shortages, or other business reasons.

5. Pricing

All published and quoted prices are in U.S. Dollars unless otherwise stated. Prices do not include freight, shipping, handling, storage, duties, taxes, tariffs, customs charges, export charges, import charges, insurance, special packaging, special documentation, installation, permits, inspections, or other additional costs unless expressly stated in writing by One Clarion.

All prices are subject to change without notice. One Clarion reserves the right to revise prices due to market conditions, vendor pricing changes, commodity pricing changes, tariffs, freight changes, availability, typographical errors, website errors, quoting errors, or other circumstances.

If a product is published, quoted, or listed at an incorrect price, One Clarion reserves the right to cancel the order or offer the product at the corrected price.

Pricing for large-volume orders, special products, custom products, non-stock products, export orders, special packaging, special documentation, or products not listed on One Clarion's website may be provided upon request.

If the Purchasing Party requires terms, documentation, specifications, packaging, compliance procedures, vendor forms, contract terms, or purchase-order requirements beyond One Clarion's standard scope, One Clarion reserves the right to decline the order or charge additional amounts to cover materials, packaging, premiums, labor, administration, documentation, compliance, risk, or other costs.

6. Payment Terms

Payment for all orders must be made before shipment unless One Clarion has expressly approved written credit terms for the Purchasing Party.

One Clarion may accept payment by credit card, approved credit terms, check, e-check, ACH, wire transfer, letter of credit, ecommerce checkout, Stripe-enabled payment methods, PayPal for BigCommerce, or other payment methods made available by One Clarion. One Clarion reserves the right to accept, reject, limit, or condition any payment method at its discretion.

All payments must be made in U.S. Dollars. The Purchasing Party is responsible for all bank fees, wire fees, transaction fees, returned-payment fees, failed-payment fees, chargeback fees, collection costs, legal fees, and other costs associated with payment or nonpayment to the fullest extent permitted by law.

If the Purchasing Party requires One Clarion to submit invoices, payment requests, or related documentation through a customer-mandated, third-party, or vendor payment portal, e-invoicing system, supplier portal, or similar platform in order to receive payment, One Clarion may charge a payment-portal processing fee of \$100.00 per invoice or payment request submitted through such a platform. One Clarion reserves the right to charge additional amounts where the platform or process requires registration, onboarding, compliance steps, recurring submissions, or otherwise involves unusual time or administrative effort. The Purchasing Party remains responsible for ensuring full and timely payment regardless of any portal or submission requirement.

Checks, e-checks, ACH payments, electronic payments, or other payment authorizations may be processed electronically. If a payment is returned, reversed, disputed, charged back, dishonored, or fails to clear, the Purchasing Party remains responsible for the full order amount and all related fees and costs.

If payment is not received, is reversed, is disputed, is charged back, or fails to clear, One Clarion may, at its discretion, suspend shipment, cancel the order, delay fulfillment, require alternate payment, revoke or revise credit terms, reclaim products, pursue collection, or exercise any

other remedy available under these Terms and Conditions or applicable law.

Late payments, failed payments, returned checks, chargebacks, or other payment issues may result in revision or revocation of any previously approved credit terms.

Past-due balances accrue a service charge of one and one-half percent (1.5%) per month, or eighteen percent (18%) per year, or the maximum rate permitted by applicable law, whichever is less, calculated on the unpaid balance from the due date until the balance is paid in full. This service charge is in addition to, and does not limit, any other remedy available to One Clarion, including collection costs and legal fees as provided in these Terms and Conditions.

7. Credit Balances

Any credit balance issued by One Clarion must be applied or requested within one (1) year from the date of issuance. If a credit balance is not applied or requested within one (1) year, the remaining balance may be canceled, voided, or deemed expired, and One Clarion shall have no further obligation with respect to that credit balance, to the fullest extent permitted by law.

8. Order Cancellations

Orders are processed promptly after placement. Once an order has been accepted, processed, submitted to a manufacturer, vendor, supplier, or fulfillment source, or placed into production, the order may not be canceled except with One Clarion's written approval.

Custom products, built-to-order products, special-order products, non-stock products, and any products manufactured, procured, modified, configured, assembled, or produced at the Purchasing Party's request are not cancellable once the order is placed.

Any cancellation accepted by One Clarion is subject to a cancellation or restocking fee of twenty percent (20%) of the transaction amount or a minimum fee of \$100.00, whichever is greater. One Clarion may also charge the Purchasing Party for any costs incurred, including manufacturer fees, vendor fees, supplier fees, procurement costs, fabrication costs, packaging costs, freight costs, administrative costs, transaction fees, and other expenses related to the order.

Cancellation approval, if any, must be provided in writing by One Clarion.

9. Returns and Restocking Fees

Returns are not guaranteed. Because many products sold by One Clarion are non-stock, special-order, manufacturer-supplied, vendor-controlled, or otherwise subject to third-party return requirements, any return is subject to One Clarion's approval and the applicable manufacturer's, vendor's, or supplier's willingness to accept the return.

Return requests must be submitted to One Clarion within thirty (30) days after delivery. Submission of a return request does not guarantee approval.

Approved returns are subject to a restocking fee of twenty percent (20%) of the transaction amount or a minimum fee of \$100.00, whichever is greater, unless otherwise stated in writing by One Clarion. Manufacturer, vendor, or supplier restocking charges, return fees, cancellation charges, packaging fees, freight charges, or other costs may also apply and may be passed through to the Purchasing Party.

Returned products must be unused, uninstalled, unmodified, undamaged, in original packaging, suitable for resale, and returned with all original parts, components, accessories, manuals, documentation, hardware, and materials provided to the Purchasing Party.

Products that are not returned in acceptable resale condition may be rejected and may not be eligible for refund, credit, or exchange. One Clarion reserves the right to deny a refund, credit, or exchange if the product is used, installed, modified, damaged, missing parts, missing packaging, improperly packaged, or otherwise unsuitable for resale.

The Purchasing Party is responsible for all return freight, shipping, handling, packaging, insurance, duties, taxes, and related costs. Original outbound freight, shipping, handling, duties, taxes, insurance, and related charges are non-refundable unless One Clarion expressly agrees otherwise in writing.

No return will be accepted without prior written authorization from One Clarion. Products returned without proper authorization may be refused, returned to the Purchasing Party, delayed, or denied credit.

No COD, freight collect, or unauthorized freight shipments will be accepted.

10. Custom, Built-to-Order, Special-Order, and Non-Stock Products

All custom products, built-to-order products, special-order products, non-stock products, and products manufactured, procured, modified, configured, assembled, or produced at the Purchasing Party's request are final sale unless One Clarion expressly agrees otherwise in writing.

Such products are not cancellable once the order is placed and are not returnable unless the applicable manufacturer, vendor, or supplier agrees to accept the return and One Clarion approves the return in writing.

11. Damaged Goods, Shortages, Inspection, and Claims

The Purchasing Party is responsible for inspecting all products promptly upon delivery.

Visible freight damage should be noted on the delivery receipt, bill of lading, proof of delivery, or other carrier documentation at the time of delivery when such documentation is available. If the carrier does not provide the Purchasing Party with an opportunity to note visible damage on delivery documentation, the Purchasing Party must document the condition of the shipment immediately and notify One Clarion within one (1) business day after delivery.

All claims for visible damage, concealed damage, or shipping damage must be reported to One Clarion within one (1) business day after delivery. Failure to report damage within this period may result in denial of the claim.

The Purchasing Party must provide all documentation reasonably required to evaluate and process a damage claim, including photographs of the damaged product, packaging, pallet, labels, delivery paperwork, bill of lading, proof of delivery, and any other relevant documentation. The Purchasing Party must retain all packaging materials until the claim is resolved.

Claims for shortages, incorrect products, shipping errors, defects, or non-conformance unrelated to freight damage must be submitted in writing to One Clarion within five (5) business days after delivery.

Failure to provide timely written notice shall constitute acceptance of the products and waiver of any claim relating to shortage, shipping error, defect, or non-conformance, except to the extent a manufacturer's, vendor's, or supplier's warranty may apply.

One Clarion is not responsible for damage, loss, defect, or non-conformance caused by improper unloading, handling, storage, installation, modification, repair, maintenance, use, or misuse after delivery.

For any accepted claim, One Clarion's remedy shall be limited to repair, replacement, refund, credit, or assistance with a manufacturer, vendor, or supplier warranty claim, at One Clarion's sole discretion.

12. Freight, Shipping, and Delivery

Delivery dates, shipping dates, lead times, production times, transit times, and availability dates are estimates only. One Clarion shall not be liable for any delay, loss, expense, charge, penalty, or damage arising from delayed production, delayed shipment, carrier delay, vendor delay, manufacturer delay, supplier delay, weather, acts of God, labor issues, port delays, customs delays, transportation disruptions, missed appointments, access issues, documentation issues, customer-caused delays, or any other cause outside One Clarion's reasonable control.

Shipping costs are the responsibility of the Purchasing Party unless otherwise expressly stated in writing by One Clarion.

One Clarion may, upon request, quote freight, shipping, handling, insurance, or related charges. Freight quotes are estimates unless expressly stated otherwise. Actual charges may vary based on carrier rates, fuel surcharges, accessorial charges, special handling, delivery location, limited access, liftgate requirements, residential delivery, appointment requirements, re-delivery, storage, detention, customs, duties, insurance, or other charges.

Freight charges quoted before shipment are estimates only and are subject to revision. One Clarion may re-quote or adjust freight at the time of shipment if actual freight costs exceed the original estimate, and the Purchasing Party is responsible for the actual freight charges. One

Clarion may invoice the difference, adjust the order total, require payment of the revised amount before shipment, or hold or delay shipment until the revised freight charges are approved or paid.

One Clarion may arrange freight on behalf of the Purchasing Party. One Clarion does not provide, obtain, or guarantee freight insurance, additional declared value, or other special freight coverage unless the Purchasing Party expressly requests it in writing and One Clarion expressly agrees in writing, and any such coverage is at the Purchasing Party's sole expense. Any special freight requests, special routing instructions, special delivery requirements, expedited freight, additional declared value, additional insurance, customer-requested carrier arrangements, or other special shipping instructions are the responsibility of the Purchasing Party and may result in additional charges.

If the Purchasing Party uses its own freight account, carrier, freight forwarder, broker, routing instructions, or shipping arrangement, the Purchasing Party is responsible for the shipment, freight charges, insurance, carrier claims, damage claims, loss claims, delays, accessorial charges, documentation, and all related issues. One Clarion is not responsible for freight claims, loss, damage, delay, or other issues arising from freight arranged by the Purchasing Party.

One Clarion reserves the right to make delivery in installments. Each installment, when separately invoiced, shall be paid when due according to its invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Purchasing Party of its obligation to accept the remaining deliveries.

13. Freight Handling Fees

All freight arranged by One Clarion using a customer's freight account or requiring special customer-directed freight coordination may incur minimum handling fees as follows:

- 1 pallet: \$150.00
- 2-3 pallets: \$400.00
- 4-5 pallets: \$650.00
- 6 or more pallets: \$800.00
- Container charges: \$750.00
- Will call: \$150.00

These are minimum handling fees. One Clarion reserves the right to charge additional amounts for special handling, unusual freight requirements, expedited coordination, export paperwork, limited-access delivery requirements, customer freight-account issues, packaging requirements, documentation requirements, carrier delays, detention, storage, or other special circumstances.

14. Risk of Loss, Title, and Security Interest

Risk of loss, damage, delay, or destruction transfers to the Purchasing Party when the product is released to the carrier, freight forwarder, customer-designated carrier, customer representative, or other party responsible for transportation.

If the Purchasing Party picks up the product or arranges pickup, risk of loss transfers when the product is made available for pickup or released to the Purchasing Party, the Purchasing Party's carrier, or the Purchasing Party's representative.

Title to products remains with One Clarion until One Clarion has received full payment of the purchase price and all related charges, including freight, shipping, handling, taxes, duties, storage fees, insurance, and other amounts owed.

The Purchasing Party grants One Clarion a first-priority security interest in all products sold, all proceeds, and all related rights to secure payment of all amounts due. One Clarion may reclaim, repossess, stop delivery, suspend shipment, pursue collection, or exercise any other available remedy if the Purchasing Party fails to make payment when due or if payment is reversed, returned, charged back, dishonored, or otherwise not received in full.

The transfer of risk of loss is separate from the transfer of title. The Purchasing Party may bear the risk of loss even if title has not yet transferred.

15. Storage Fees and Delayed Shipment

The Purchasing Party is responsible for arranging timely shipment, pickup, release, payment, documentation, and any other action required to complete delivery.

Once the Purchasing Party is notified that products are ready for shipment, pickup, or release, the Purchasing Party must arrange shipment, pickup, or release within five (5) days unless One Clarion agrees otherwise in writing.

If the Purchasing Party fails to arrange timely shipment, pickup, release, payment, documentation, or other required action, One Clarion may, at its discretion, charge storage fees of up to \$5.00 per square foot of facility space per day.

All storage fees must be paid before shipment or release of the product.

If storage fees reach or exceed the sale price of the product, or if shipment, pickup, or release is delayed for ninety (90) days, whichever occurs first, One Clarion may, at its discretion and to the fullest extent permitted by law, deem the product abandoned and may relist, resell, dispose of, or otherwise handle the product. Payments made by the Purchasing Party may be applied to storage fees, handling costs, administrative costs, resale costs, disposal costs, collection costs, and other amounts owed.

One Clarion reserves the right to waive, reduce, or apply storage fees at its discretion. Any waiver in one instance does not constitute a waiver in any other instance.

16. Limited Warranty

Any product warranty, if applicable, is limited to the warranty provided by the applicable manufacturer, vendor, or supplier.

Except as expressly stated in writing by One Clarion, One Clarion makes no separate express or implied warranties, including but not limited to any implied warranty of merchantability, fitness for a particular purpose, suitability, compatibility, or non-infringement.

Any warranty claim is subject to the terms, conditions, limitations, exclusions, procedures, and remedies provided by the applicable manufacturer, vendor, or supplier. One Clarion does not guarantee the outcome of any warranty claim.

Warranty coverage does not apply to damage, defect, or failure caused by improper unloading, handling, storage, installation, assembly, modification, repair, maintenance, use, misuse, chemical exposure, environmental conditions, site conditions, failure to follow instructions, failure to follow applicable codes or regulations, or other causes outside the applicable warranty terms.

To the fullest extent permitted by law, One Clarion's maximum liability for any product, order, claim, or transaction shall not exceed the amount paid by the Purchasing Party for the specific product giving rise to the claim.

Any available remedy shall be limited, at One Clarion's discretion, to repair, replacement, refund, credit, or the remedy made available by the applicable manufacturer, vendor, or supplier.

Consumer Transactions. For any purchase that qualifies as a consumer transaction under applicable law, nothing in these Terms and Conditions waives, limits, excludes, or disclaims any warranty, right, or remedy that cannot lawfully be waived, limited, excluded, or disclaimed, including rights under the Magnuson-Moss Warranty Act and applicable state consumer-protection laws. Where a written warranty or a manufacturer's warranty is provided to a consumer, any implied warranties are limited in duration to the duration of that written warranty to the extent permitted by law, rather than excluded. The disclaimers, limitations, exclusions, remedy restrictions, and time limitations in these Terms and Conditions apply to consumer transactions only to the extent permitted by applicable law, and all remaining provisions continue in full force and effect.

17. Product Suitability, Application, SDS, and Customer Responsibility

The Purchasing Party is solely responsible for determining whether a product is suitable for its intended use before purchase.

This responsibility includes, without limitation, confirming product application, capacity, dimensions, material compatibility, chemical compatibility, installation requirements, site conditions, environmental conditions, storage conditions, regulatory compliance, code compliance, permitting, inspections, and compliance with all applicable laws, regulations, standards, and local requirements.

For all products, the Purchasing Party is responsible for providing any applicable Safety Data Sheet, chemical information, use conditions, contact-time requirements, concentration information, temperature information, site information, application information, and other data necessary to evaluate product suitability, compatibility, or use.

For liquid containment products, a Safety Data Sheet (SDS) is required so that contact times and chemical compatibility can be evaluated and confirmed with the applicable manufacturer. If an SDS is not provided and formal approval is not obtained, chemical compatibility and material suitability are not confirmed, and the Purchasing Party assumes all risk relating to product selection, chemical compatibility, material suitability, and use. One Clarion does not itself warrant any product or its materials; any warranty that applies is limited to the warranty, if any, offered by the applicable manufacturer, vendor, or supplier.

One Clarion is not responsible for determining chemical compatibility, regulatory compliance, code compliance, permitting, installation suitability, site suitability, or fitness for the Purchasing Party's intended use unless expressly agreed to in writing by One Clarion.

Any recommendations, guidance, product information, or technical support provided by One Clarion are provided for general assistance only and shall not create any warranty, guarantee, representation, or liability unless expressly agreed to in writing by One Clarion.

18. Exclusion of Certain Damages

To the fullest extent permitted by law, One Clarion shall not be liable for labor, installation, removal, reinstallation, downtime, lost profits, lost revenue, loss of use, loss of business, loss of opportunity, cost of capital, penalties, administrative penalties, delay damages, special damages, incidental damages, consequential damages, punitive damages, liquidated damages, freight costs, handling costs, storage costs, replacement costs, property damage, bodily injury, emotional injury, or any other indirect or consequential costs or losses arising from or related to the purchase, sale, shipment, installation, use, inability to use, removal, replacement, repair, delay, or performance of any product or service.

19. Indemnification and Hold Harmless

The Purchasing Party shall defend, indemnify, and hold harmless One Clarion and its owners, officers, directors, employees, agents, representatives, vendors, suppliers, and affiliates from and against any claim, loss, damage, liability, judgment, penalty, cost, expense, attorney's fee, or demand arising from or related to:

- the Purchasing Party's selection, purchase, installation, handling, storage, use, misuse, modification, maintenance, repair, or disposal of products;
- improper installation, application, unloading, handling, storage, or use;
- violation of any law, regulation, code, permit, standard, or local requirement;
- injury, death, disease, property damage, environmental damage, or economic loss arising from the product after delivery;
- information, specifications, drawings, instructions, or requirements supplied by the Purchasing Party;
- export, import, customs, sanctions, anti-diversion, or trade-control violations;
- customer-arranged freight or customer freight accounts; or
- any breach of these Terms and Conditions by the Purchasing Party.

To the fullest extent permitted by law, the Purchasing Party's indemnification obligations and the limitations of One Clarion's liability under these Terms and Conditions apply regardless of whether the claim, loss, damage, or liability is caused, or alleged to be caused, in whole or in part by the concurrent or contributory negligence of One Clarion or its owners, officers, directors, employees, agents, representatives, vendors, or suppliers. One Clarion shall not be liable for any improper use of information, designs, specifications, services, or other work supplied to the Purchasing Party.

The obligations in this section survive fulfillment, cancellation, termination, delivery, and completion of the transaction.

20. International Orders, Export, Import, and Trade Compliance

The Purchasing Party is responsible for compliance with all applicable U.S. and foreign export, import, sanctions, customs, anti-diversion, and trade-control laws, regulations, and requirements.

For any export or routed export transaction, the Purchasing Party is designated as, and agrees to act as, the foreign principal party in interest. Any freight forwarder, broker, or agent acting in connection with the shipment shall act as the Purchasing Party's agent for purposes of the Export Administration Regulations, the Foreign Trade Regulations, and other applicable export laws. The Purchasing Party, together with its freight forwarder or agent, is responsible for all export and routed-transaction documentation, filings, certifications, and compliance.

The Purchasing Party represents that it is not prohibited from purchasing, receiving, exporting, importing, transferring, reselling, or using the products under any applicable restricted-party, denied-party, sanctions, embargo, anti-diversion, export-control, import-control, or similar law, list, rule, or regulation.

The Purchasing Party is responsible for all export documentation, import documentation, permits, licenses, customs documentation, duties, taxes, tariffs, fees, certifications, special markings, destination requirements, and compliance obligations unless One Clarion expressly agrees otherwise in writing.

Products may not be exported, re-exported, transferred, diverted, or used contrary to applicable law. The Purchasing Party shall not sell, transfer, export, re-export, divert, or provide products to any prohibited person, entity, country, destination, or end use.

If requested by One Clarion, the Purchasing Party shall provide documentation reasonably satisfactory to One Clarion confirming lawful destination, use, import, export, delivery, or release of the products.

If the Purchasing Party requests USMCA or other trade-agreement certification, special labeling, special marking, special packaging, export documentation, import documentation, or other special documentation, the Purchasing Party must notify One Clarion before order acceptance. One Clarion is not responsible for providing such documentation unless expressly agreed to in writing.

Any additional costs related to export, import, documentation, licensing, certification, customs, duties, tariffs, or special requirements are the responsibility of the Purchasing Party.

21. International Shipping Terms

For international sales, shipping terms shall be interpreted under INCOTERMS 2020, as published by the International Chamber of Commerce, where applicable and expressly stated. For domestic sales, shipping terms shall be interpreted under the applicable Uniform Commercial Code provisions unless otherwise expressly agreed in writing.

The Purchasing Party is responsible for shipment specifications, method of shipment, route of shipment, destination requirements, import requirements, and consignee requirements unless One Clarion expressly agrees otherwise in writing.

22. Anti-Corruption and No Improper Payments

The Purchasing Party represents and warrants that it has not paid, offered, promised, authorized, or caused to be paid any money, gift, thing of value, or improper benefit to any government official, foreign official, political party, candidate, customer representative, or other person in connection with the purchase, resale, import, export, or use of products purchased from One Clarion in violation of applicable anti-corruption, anti-bribery, or similar laws.

23. No Agency Relationship

Nothing in these Terms and Conditions creates a joint venture, partnership, dealership, reseller relationship, agency relationship, employment relationship, franchise relationship, or joint business enterprise between One Clarion and the Purchasing Party.

The Purchasing Party is not authorized to make representations on behalf of One Clarion, bind One Clarion, incur obligations for One Clarion, or act as One Clarion's agent.

24. Intellectual Property

The Purchasing Party acknowledges that it obtains no ownership interest, title, license, or right in One Clarion's trademarks, copyrights, trade names, domain names, website content, product content, designs, materials, logos, or other intellectual property except as expressly stated in writing by One Clarion.

The Purchasing Party shall not copy, reproduce, reverse engineer, misuse, infringe, challenge, or interfere with One Clarion's intellectual property rights or the intellectual property rights of any manufacturer, vendor, or supplier.

25. Privacy, Data Collection, and Use

One Clarion respects customer privacy and uses customer information to process orders, respond to inquiries, provide quotes, fulfill transactions, communicate with customers, operate its website, improve its services, prevent fraud, comply with legal obligations, and conduct ordinary business activities.

One Clarion may collect information provided by the Purchasing Party, including name, company name, billing address, shipping address, email address, phone number, payment-related information, order information, inquiry information, and other information submitted through One Clarion's website, ecommerce store, forms, email, phone, or other communications.

One Clarion may use third-party service providers, ecommerce platforms, payment processors, shipping providers, freight carriers, software vendors, marketing tools, analytics tools, hosting providers, CRM systems, fraud-prevention tools, manufacturers, vendors, suppliers, and other business partners as reasonably necessary to operate its business, process transactions, fulfill orders, provide services, or comply with legal obligations.

One Clarion does not sell customer email addresses to unrelated third parties for their independent marketing purposes.

One Clarion may disclose information when necessary to process payments, fulfill orders, ship products, prevent fraud, respond to chargebacks, comply with legal requirements, cooperate with financial institutions, cooperate with law enforcement, protect One Clarion's rights, or operate its business.

26. Cookies and Website Technology

One Clarion's website and ecommerce systems may use cookies, pixels, analytics tools, session tools, shopping cart tools, or similar technologies to support website functionality, remember cart contents, improve user experience, analyze website activity, support marketing, and operate ecommerce features.

Most browsers allow users to manage cookie settings. Disabling cookies may affect website functionality or the ability to complete certain transactions.

27. Secure Online Transactions

One Clarion is committed to providing a secure online shopping experience. One Clarion's ecommerce checkout process uses secure technology, including SSL/TLS encryption where applicable, to help protect information submitted through its website and online payment systems.

Payment transactions may be processed through trusted third-party payment providers, ecommerce platforms, or payment gateways. These providers use their own security tools and procedures to help process transactions safely.

While One Clarion takes reasonable steps to protect customer information, no method of electronic transmission or storage can be guaranteed to be completely secure. Customers are encouraged to use secure networks, updated browsers, and appropriate safeguards when submitting information online.

28. Marketing Communications

One Clarion may send marketing emails, product updates, newsletters, blog updates, promotional messages, or similar communications to customers, subscribers, or users where permitted.

Recipients may unsubscribe using the instructions included in the communication or by contacting One Clarion. Transactional, order-related, quote-related, service-related, or legally required communications may still be sent where appropriate.

29. IP Addresses and Fraud Prevention

One Clarion may collect IP addresses and related technical information to help operate its website, diagnose technical issues, support ecommerce functionality, prevent fraud, investigate suspicious transactions, respond to chargebacks, protect its systems, and comply with legal obligations.

In cases of suspected fraud, payment dispute, chargeback, unauthorized payment activity, or unlawful activity, One Clarion may share relevant information with payment processors, ecommerce providers, financial institutions, fraud-prevention providers, carriers, vendors, law enforcement, or other appropriate parties.

30. Force Majeure

One Clarion shall not be liable for any delay, failure, loss, damage, cost, or inability to perform caused by events beyond its reasonable control, including but not limited to acts of God, weather, fire, flood, theft, accident, war, terrorism, riot, civil disturbance, labor dispute, strike, transportation delay, carrier delay, port delay, customs delay, embargo, government action, regulation, order, supply shortage, material shortage, component shortage, vendor delay, manufacturer delay, supplier delay, equipment failure, power failure, cyber incident, pandemic,

epidemic, inability to obtain labor, inability to obtain materials, inability to obtain permits or licenses, or other similar events.

If a force majeure event occurs, One Clarion may, at its discretion, cancel the affected order, delay shipment, extend delivery, allocate available products, or otherwise adjust performance. The Purchasing Party remains responsible for all amounts due for products provided, work performed, costs incurred, and charges arising before or during the force majeure event.

31. Governing Law

These Terms and Conditions and all transactions between One Clarion and the Purchasing Party shall be governed by the laws of the State of Florida and applicable federal law, without regard to conflict-of-law rules.

The United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply.

32. Dispute Resolution, Venue, and Arbitration

Any legal action, claim, or dispute brought by the Purchasing Party, or by anyone claiming by, through, or on behalf of the Purchasing Party (including its representatives, agents, successors, assigns, and insurers), arising from or related to these Terms and Conditions, any quotation, order, purchase, sale, product, shipment, payment, return, warranty, or transaction involving One Clarion must be brought within one (1) year after the cause of action arises, unless a shorter period applies under these Terms and Conditions or applicable law.

This one-year limitation applies only to claims brought by the Purchasing Party or by those claiming by, through, or on behalf of it. It does not limit, shorten, or otherwise affect the time within which One Clarion may bring any claim, action, or remedy, including any action for payment, collection, repossession, or breach by the Purchasing Party.

At One Clarion's discretion, any dispute may be brought in a court of competent jurisdiction located in Florida, or may be submitted to binding arbitration in the State of Florida under the Commercial Arbitration Rules of the American Arbitration Association or another arbitration forum selected by One Clarion.

One Clarion reserves the right to choose whether a dispute proceeds in court or arbitration, to the fullest extent permitted by law.

The language of any dispute proceeding shall be English.

Nothing in this section limits One Clarion's right to pursue collection, repossession, injunctive relief, or other remedies available under these Terms and Conditions or applicable law.

33. Severability

If any provision of these Terms and Conditions is held invalid, unlawful, or unenforceable by a court or other tribunal of competent jurisdiction, the remaining provisions shall remain in full force and effect.

The invalid, unlawful, or unenforceable provision shall be modified or replaced to the extent necessary to make it valid and enforceable while preserving the intent of the parties as closely as possible.

34. Waiver

The failure of One Clarion to enforce any provision of these Terms and Conditions shall not constitute a waiver of that provision or any other provision. Any waiver must be in writing and signed by One Clarion.

A waiver in one instance shall not constitute a waiver in any other instance.

35. No Third-Party Beneficiaries

These Terms and Conditions are for the benefit of One Clarion and the Purchasing Party only. No other person or entity shall have any rights, claims, or benefits under these Terms and Conditions unless expressly agreed in writing by One Clarion.

36. Assignment

The Purchasing Party may not assign, transfer, or delegate any rights or obligations under these Terms and Conditions without One Clarion's prior written consent.

One Clarion may assign, transfer, or delegate its rights or obligations as part of a business transaction, internal reorganization, sale, merger, acquisition, transfer, outsourcing arrangement, or other business purpose.

37. Notices and Contact Information

Unless otherwise directed by One Clarion, customer service, return, warranty, and claim inquiries should be directed to:

One Clarion
Customer Service
Phone: 863-261-8388

Written correspondence may be sent to:

One Clarion
PO Box 700338
Wabasso, FL 32970

38. Updates to Terms and Conditions

One Clarion reserves the right to revise, amend, update, or replace these Terms and Conditions at any time. The version in effect at the time an order is accepted by One Clarion shall govern that order unless otherwise required by law or expressly agreed to in writing by One Clarion.