

Terms of cooperation - Business customers and institutions

TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER FOR PRODUCTS FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

IF YOU ARE A BUSINESS CUSTOMER (B2B), BY PLACING AN ORDER FOR PRODUCTS FROM THIS WEBSITE, YOU REPRESENT THAT YOU ARE ORDERING PRODUCTS : (I) FOR PURCHASE AND USE EXCLUSIVELY ON BEHALF OF A BUSINESS ENTERPRISE AND (II) NOT FOR RESALE OUTSIDE THE UNITED STATES AND (III) NOT FOR EXPORT OUTSIDE THE UNITED STATES. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF A BUSINESS ENTITY OR ORGANIZATION, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ENTITY OR ORGANIZATION TO THESE TERMS.

IF YOU ARE A CONSUMER (B2C), BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH TME, AND (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "Terms") apply to the purchase and sale of products through the website operated by TME (defined below) or by email or telephone or facsimile to TME (the "Website"). These Terms are subject to change by TME US, LLC, a limited liability company of the State of Georgia, USA (referred to as "TME", "us", "we", or "our" as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on this Website, and you should review these Terms before purchasing any product that are available through this Website. Your continued use of this Website after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use (www.tme.com/information/website-terms-of-use/) that apply generally to the use of our Website. You should also carefully review our Privacy Policy (www.tme.com/information/privacy-policy/) before placing an order for products through this Website (see Section 12).

ORDER ACCEPTANCE AND CANCELLATION

2. You agree that your order, whether by email, telephone or facsimile, is an offer to buy all products listed in your order under these Terms. All orders must be accepted by us or we will not be obligated to sell the products to you. We may choose not to accept any orders in our sole discretion. After having received your order, we will send you by email an acknowledgement that we have received your order, containing the order number and details of the items you have ordered.

We will then confirm acceptance of your order by issuing an invoice to you, setting forth the terms of the order and the pricing for the products ordered. The formation of the contract of sale between TME and you will not take place unless and until we issue an invoice. Please be aware that on rare occasions, due to the

circumstances beyond our control, the price of a product you ordered may increase after you had placed an order and before we had issued an invoice to you. In such an event, before issuing you an invoice, we will contact you to inquire whether you accept the increased price. If we do not obtain your explicit consent (e.g. via email) to the new price, your order will be canceled insofar as it concerned the products whose price has increased. For consumers the formation of the contract of sale between TME and you will not take place unless and until we receive payment in full for your order, and we can cancel the order until payment in full is received.

All of the products sold through the Website are subject to availability, and we reserve the right to impose quantity limits on any order, to reject all or part of an order, to discontinue offering certain products and to substitute products without prior notice. Unless TME agrees or states otherwise in writing, all fees and charges are nonrefundable, and no orders are complete until payment is received in full.

ACCOUNT AND TERMS

3. (a) While certain content of the Website is publicly available, it is recommended that you must register for a user account before you are able to use any of the electronic and related product retail services provided by TME through the Website ("Ordering Services"). You may register to create an account directly via the Website. You may not register for an account on behalf of any natural person (other than yourself) and for any entity other than the entities as to which you are an authorized person to place orders and purchase products.

(b) You may cancel your account at any time.

(c) We may, in our discretion, without liability to you and without limiting our other remedies, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel your account and take technical and legal steps to prevent you from using our Website and the Ordering Services at any time for any reason. TME reserves the right to suspend or terminate your account or your access to the Website if you create more than one account, or if any information provided during the registration process or thereafter is determined to be incomplete, inaccurate, outdated, deceptive or fraudulent. We reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a prolonged period of time. We also reserve the right to cancel your account if you fail to comply with the Terms, our Website Terms of Use www.tme.com/information/website-terms-of-use/ or our Privacy Policy www.tme.com/information/privacy-policy/.

(d) You may also place an order as a guest, without registering a user account on the Website and logging in.

PRICES AND PAYMENT TERMS

4. (a) All prices posted on this Website are subject to change without notice. The price charged for a product will be the price set out on the invoice sent to you for an order, which may be different than the price in effect at the time the order is placed. Posted prices do not include taxes, duties, tariffs or other charges related to shipping and handling. All such taxes, duties, tariffs and charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation email. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such occurrences.

(b) TME charges sales/use tax unless you have a valid sales tax exemption certificate on file with TME. TME will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you provide a certificate that is not accepted for any reason by any governmental or regulatory authority, and TME is required to pay tax on your purchase, you will reimburse and indemnify TME for the amount of such tax and any related penalties or other charges, and TME's reasonable expenses incurred in connection with the payment and collection of such tax.

(c) Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept payment in any of the following manners: bank transfer, payment by credit card, or payment by electronic transfer. Payment by bank transfer upon delivery must be agreed individually and is subject to TME's prior approval. The complete list of available manner of payment can be found at www.tme.com in the "How to buy" section. You represent and warrant that (i) the credit card

information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

(d) For registered customers, an invoice for accepted orders will be issued and delivered solely in electronic form (an “e-Invoice”) to the email address provided during the account application process. If you purchase as a guest, the e-Invoice will be sent to you to the email address provided during ordering process. TME does not issue, and you will not receive, paper or other non-electronic invoices. By placing an order, you affirmatively consent to receive all invoices exclusively in electronic form and, to the extent permitted by law, waive any right to a paper invoice. If you have registered an account on the Website, you may change email address for electronic invoices by defining a new e-mail address as “Additional address for e-Invoices” in the “Your Account” tab > “e-invoices” on the Website. In order to change the email address you have to activate it by clicking on the link sent to the new email address, provided that the new address is different from the one you provided during registration. You acknowledge that providing an email address for the provision of e-Invoices is a prerequisite for making purchases from TME. Failure to consent to receive all invoices exclusively in electronic form will result in the inability to make purchases from TME. To access and retain e-Invoices you will need a device with internet access, a current web browser, a valid and active email account, and the ability to open and save documents in PDF format. Your consent to receive e-Invoices in electronic form applies to all invoices issued during your relationship with TME. Your consent to receive e-invoices does not deprive TME of the right to issue and send a paper invoice in case it is not possible to issue and/or send an e-Invoice. Full payment for all products purchased is due and payable upon placing the order or, within the time stated on your invoice. We will charge a late payment penalty of 1.5% per month on undisputed amounts, or the maximum rate permitted by law, whichever is less. Without waiving any of our other rights or remedies, we may refuse additional orders and suspend any services until all overdue amounts are paid in full.

SHIPMENTS; DELIVERY; TITLE AND RISK OF LOSS

5. (a) We will arrange for shipment of the products to you. Please check the “How to buy” section at www.tme.com. You will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order.

(b) We reserve the right not to deliver products ordered to certain locations for any reason. In such event, your order may be assigned and fulfilled by TME’s affiliate company – Transfer Multisort Elektronik Sp. z o.o. or it may be terminated and any corresponding payment refunded.

(c) Title and risk of loss pass to you upon delivery of the product to you. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipping products to you. TME is not responsible for damage to products after they have been delivered to the shipping company, however, in the event the products shipped to you are damaged or lost during shipment, upon following the procedures to return and request a refund as set forth in Section 6 below, your payment for such product will be refunded to you or the products you had ordered will be resent to you, at our cost. TME is not responsible for any shipping, exporting, customs clearance or declarations related to shipping any product.

(d) TME may suspend the supply of any products to you. Circumstances in which this may occur includes, but is not limited to, the following:

(i) In order to deal with technical problems or make minor technical changes;

(ii) Due to lack of product in stock;

(iii) To update the product to reflect changes in relevant laws and regulatory requirements;

(iv) We are unable to deliver to the address provided by you;

(v) You are in arrears in payments;

(vi) Due to issues relating to any customs declarations or forms related to shipping and handling of any products;

(vii) If the manufacturer of the product suspends the supply of the product.

(e) You agree that the courier may leave your shipment at the delivery address specified by you, without having to confirm receipt, in accordance with the delivery rules of the carriers.

RETURNS AND REFUNDS

6. All products ordered and purchased are provided “AS-IS” and are non-returnable unless TME, in its sole discretion, determines otherwise in response to exceptional cases related to quantity or product defect cases attributable to TME and not to the manufacturer (for which Section 7 manufacturer warranties apply). In such exceptionable cases, we may accept a return of products for replacement or for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within 30 days of shipment and provided such products are returned in their original condition. To request to return products, you must call +1 (678) 6912347 or email us at tme-us@tme.com to obtain a Return Merchandise Authorization (“RMA”) number before shipping your product. You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment. All returns are subject to a restocking fee as determined by TME. Your refund will be credited back to the same payment method used to make the original purchase on the Site. WE OFFER NO REFUNDS ON ANY PRODUCTS THAT ARE OTHERWISE NOT RETURNABLE.

MANUFACTURER'S WARRANTY AND DISCLAIMERS

7. We do not manufacture or control any of the products or services offered on our Website. The availability of products or services through our Website does not indicate an affiliation with or endorsement of any product, service or manufacturer. Accordingly, we do not provide any warranties with respect to the products or services offered on our Website. However, the products offered on our Website may be covered by the manufacturer’s warranty as detailed in the product’s description on our Website and included with the product. To obtain warranty service for defective products, please follow the instructions included in the manufacturer’s warranty.

ALL PRODUCTS AND SERVICES OFFERED ON THIS SITE ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) 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. THE ONLY REPRESENTATIONS AND WARRANTIES THAT MAY EXIST ARE BETWEEN YOU AND THE MANUFACTURER AND/OR THIRD-PARTY LISTER OF THE APPLICABLE PRODUCT. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER’S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

LIMITATION OF LIABILITY

8. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED FROM US. THE PRODUCTS OFFERED FOR SALE BY THE TME MAY BE SUBJECT TO PATENT, TRADEMARK, COPYRIGHT, DESIGN AND OTHER RIGHTS OF THIRD PARTIES. TME SHALL IN NO EVENT WHATSOEVER BE RESPONSIBLE OR LIABLE IN THE EVENT OF ANY CLAIM OF

INFRINGEMENT OF ANY SUCH RIGHTS.

The limitation of liability set forth above shall only apply to the extent permitted by law.

INDEMNIFICATION

9. To the maximum extent not prohibited by applicable law, you agree to release, defend, indemnify, and hold harmless TME and its parent, subsidiaries, affiliates, licensors and service providers, and its and their officers, directors, shareholders, agents, employees and representatives (collectively “**indemnify**” or any variation thereof) from and against any claims, liabilities, damages, losses, costs and expenses, including, any bodily injury, illness, death or damage to any real or personal property, or any other injuries, losses, or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind, and including reasonable legal fees and litigation expenses and costs, arising out of or relating to or in any way connected with (i) your breach of the Terms, including any violation of national, federal, state or local or other applicable laws, rules or regulations or any infringement or misappropriation of the rights of any third party; and (ii) your use or misuse of any products sold on or through the Website or otherwise by TME.

NO RELIANCE ON PRODUCT COLOR, SPECIFICATIONS AND DESCRIPTIONS

10. TME attempts to display as accurately as possible the colors of the products shown on the Website. However, because the colors you see will depend on many factors, including your monitor or printer, TME cannot guarantee that the color you see matches the product color.

All specifications, drawings, illustrations, descriptions and particulars of weights, dimensions or capacity and other details including, without limitation, statements regarding compliance with legislation or regulation (together “**Descriptions**”) wherever they appear (including, without limitation, in catalogues, on websites, on dispatch notes, invoices or packaging) are intended to give a general idea of the products, but does not and will not form part of the sales agreement between you and TME. If the Descriptions of any products differ from the manufacturers’ description, the latter shall be deemed to be correct. TME relies on such information, if any, as may have been provided to it by the manufacturers of the products and accepts no liability in contract or tort, or under statute, regulation or otherwise for any error in or omission from such Descriptions whether caused by TME’s negligence or otherwise.

USE OF PRODUCTS AND OTHER BUYER REPRESENTATIONS

11. (a) You agree to comply with all applicable laws and regulations of the various states and of the United States including all Export Regulations, as defined below. You represent and warrant that you are buying products from TME for use only in the United States, and not for resale or export outside of the United States. Products purchased from TME may be controlled for export purposes by export regulations, including but not limited to, the Export Control Reform Act of 2018 (ECRA) (Title XVII, Subtitle B of Pub. L. No. 115-232), the Export Administration Regulations (15 C.F.R. 768-799) for which ECRA is permanent statutory authority, the International Traffic in Arms Regulations (22 C.F.R. 120-128 and 130) and their successor and supplemental regulations (collectively, “**Export Regulations**”).

(b) You certify to each of the following: (i) you shall use the goods for civil end-uses and not for any unauthorized military end-use as defined in the Export Regulations; (ii) you shall not cause any restricted end-user to receive the goods except as authorized by Export Regulations; (iii) you shall not cause any denied or sanctioned parties, entities, or organizations to receive the products except as authorized by Export Regulations; (iv) you shall not use the products for any end-use prohibited by Export Regulations such as the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons; (v) you shall not sell or ship products prohibited under Export Regulations or the International Traffic in Arms Regulations to countries embargoed by the U.S. Treasury Office of Foreign Asset Control (“OFAC”), individuals or organizations identified by the U.S. Department of Commerce, Bureau of Industry and Security (“BIS”) or by the U.S. Department of State, Directorate of Defense Trade Controls (“DDTC”). TME prohibits the re-export, brokering or transshipment of its products to any individual, organization or

country prohibited by the OFAC, BIS, or DDTC. You also represent and warrant that you and your organization is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List and not otherwise prohibited by law from purchasing the products hereunder. You will not directly or indirectly export, re-export, sell or transfer any product to any country for which an export license or other governmental approval is required without first obtaining all licenses and other approvals. You, and not TME, shall be responsible for obtaining any required license to export, re-export or import. You shall not name TME as shipper or exporter of record in connection with the export of any products purchased from TME.

(c) Any use made of TME classifications, whether it be Export Control Classification Numbers (“ECCNs”) or any variation of Harmonized Tariff codes, is without recourse to TME and at your sole risk. Export classifications are subject to change. If you export or re-export, you, as the exporter of record, are responsible for determining the correct classification of any item at the time of export. Any export classification by TME is for TME’s internal use only and shall not be construed as a representation or warranty regarding the proper export classification nor relied upon to make licensing determinations.

(d) NONE OF THE PRODUCTS ARE DESIGNED, RECOMMENDED OR AUTHORIZED FOR ANY OF THE FOLLOWING APPLICATIONS: HIGH-RISK APPLICATIONS SUCH AS SAFETY, LIFE SUPPORT, SURGICAL IMPLANT, NUCLEAR, AIRCRAFT OR AEROSPACE APPLICATIONS, DESIGN, MANUFACTURE OR OTHER USE IN SO-CALLED SUPERCOMPUTERS OR FOR ANY USE OR APPLICATION IN WHICH THE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSONS OR CATASTROPHIC PROPERTY LOSS; OR FOR ANY MILITARY OR WEAPONRY USE, INCLUDING BUT NOT LIMITED TO CHEMICAL, NUCLEAR, BIOLOGICAL, AIRCRAFT, MISSILE, AND SIMILAR MILITARY APPLICATIONS. UNLESS AN AUTHORIZED OFFICER OF THE MANUFACTURER HAS AUTHORIZED OR APPROVED ANY SUCH USE(S) IN WRITING, OR ALTERNATIVELY HAS PROVIDED CUSTOMER WITH A DOCUMENT SIGNED BY AN AUTHORIZED OFFICER WAIVING CUSTOMER’S RESPONSIBILITY FOR ANY SUCH USE, CUSTOMER ASSUMES ALL RISK AND LIABILITY FOR USE OF ANY PRODUCTS IN ANY SUCH APPLICATIONS AND AGREES TO DEFEND, INDEMNIFY AND HOLD BOTH TME AND THE MANUFACTURER OF THE PRODUCTS HARMLESS AGAINST ALL LOSSES, LIABILITIES, CLAIMS AND DAMAGES THAT MAY BE INCURRED DUE TO USE OF PRODUCTS IN ANY OF THESE PROHIBITED APPLICATIONS.

PRIVACY

12. We respect your privacy and are committed to protecting it. Our Privacy Policy, www.tme.com/information/privacy-policy/, governs the processing of all personal data collected from you in connection with your purchase of products through the Website.

FORCE MAJEURE

13. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, pandemics, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

GOVERNING LAW AND JURISDICTION

14. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia.

DISPUTE RESOLUTION AND BINDING ARBITRATION

15. (a) YOU AND TME ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM.

OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

(b) The arbitration will be administered by the American Arbitration Association (“**AAA**”) in accordance with the Consumer Arbitration Rules (the “**AAA Rules**”) then in effect, except as modified by this Section 15. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

(c) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR TME WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

(d) For consumer, you may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention to do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

ASSIGNMENT

16. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 16 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

NO WAIVERS

17. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of TME.

NO THIRD-PARTY BENEFICIARIES

18. These Terms do not and are not intended to confer any rights or remedies upon any person other than

you.

NOTICES

19. (a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Website. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

To Us. To give us notice under these Terms, you must contact us as follows: (i) by facsimile transmission to +1 (678) 6912347; or (ii) by personal delivery, overnight courier or registered or certified mail to TME US, LLC 3850 Holcomb Bridge Road Suite 170 Atlanta, GA 30092. We may update the facsimile number or address for notices to us by posting a notice on the Website. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission will be effective one business day after they are sent. Notices provided by overnight courier or registered or certified mail will be effective when delivered.

SEVERABILITY

20. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

ENTIRE AGREEMENT

21. Our order confirmation, these Terms, the license agreement relating to any product you obtain on or through this Website, our Website Terms of Use www.tme.com/information/website-terms-of-use/ and our Privacy Policy www.tme.com/information/privacy-policy/ will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.
