

Terms of Service

TERMS OF USE

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Please note that Your use of other websites provided by Hyko may be subject to different terms and policies which shall control as to those websites.

DESCRIPTION OF SERVICES

The Hyko Site allows you to obtain information from Hyko and use the services of Hyko for which you have received authorization, which may include, without limitation: (i) allowing You to conduct searches for products and provide you access to price lists, product availability, and Your account information; (ii) allowing You to print a quote for Your business customers based on information You have provided Hyko through software applications; (iii) enabling You to place orders directly to local distribution centers; and (iv) enabling you to review product specifications and configure products and product requirements for certain vehicles based on specified data (collectively, "Services"). You acknowledge that certain services offered on the Hyko Site are premium services and, therefore, you will only have access to and may only use those services if you have paid fees required by Hyko to receive those services as set forth below in the Fees section below.

REFUND, DELIVERY, PRIVACY, AND PAYMENT POLICIES

Hyko does allow the return of goods solely at the discretion of Hyko. Credit may be issued less a restocking charge established by Hyko on goods returned to Hyko's premises. Products must be unopened and in reusable condition within thirty (30) days from the date of delivery. Products must be returned only with Hyko's permission. In no case shall a credit be issued for out of date products nor for damaged products (unless covered by warranty).

In most transactions that are, within Salt Lake County and Utah County, orders received by 2:00 P.M (MST). are delivered the following business day (Monday – Friday) except for weekends and holidays. Occasionally if deemed by Hyko orders can, at the discretion of Hyko, be split and delivered both locally and by UPS or other freight carriers. ALL UNFILLED OR PARTIALLY UNFILLED ITEMS ARE BACKORDERED UNLESS NOTED OTHERWISE. Operating hours are 8:00 A.M – 5:00 P.M (MST) Monday – Friday (except for holidays)

You agree to familiarize Yourself and Your employees with the risks and hazards involved in the handling, storage and usage of the products, equipment and containers furnished to You. You further agree to take all necessary safety precautions to prevent loss, damage or injury to Yourself, Your employees, Your customers, and others. Products purchased on the Hyko site conform to the standards, specifications established by Hyko and are produced in compliance with the requirements of the Fair Labor Standard Act. Hyko disclaims any expressed or implied warranties of the product as far as meeting or filling any specific conditions or criteria or for any particular use of purpose other than those specified. Hyko also disclaims any warranty of merchandise purchased under any other trade name or trademark. You agree to look solely to the manufacturer of such product for any questions or issues involving expressed or implied warranties of such products. No claim shall be made nor allowed against Hyko for an amount greater than the purchase price on the particular invoice of the product or item in question. Hyko's only liability in respect to the products delivered, which fails to meet the standards, shall be that the replacement product delivered is of merchantable quality and shall conform to standards as set forth above. Failure

to give notice of claim within fifteen (15) days of date of delivery shall constitute waiver by You of all claims to the product. Equipment sold on the Hyko site shall be covered by the original manufacturer's warranty. No representative, dealer, salesmen, distributor or any other person is authorized or permitted to make other warranties or obligate Hyko to any liability strictly in accordance with this policy.

Hyko reserves the right to charge a minimum order fee of \$5.00 for orders that are below \$75.00. Hyko will calculate this charge on the Hyko site if applicable at the time of checkout. Unless specified in writing Hyko reserves the right to eliminate or pass along freight charges. Freight charges will be calculated at the time of check out. If actual freight charges exceed those estimated on the Hyko site. Hyko reserves the right to increase the charge after obtaining verbal or written consent from You.

ALL PERSONAL DATA YOU ENTER ON THE HYKO SITE IS ENCRYPTED WITH 128-BIT SECURE SEVER SOFTWARE (SSL) THAT ENCODES THE INFORMATION BEFORE YOUR WEB BROWSER SOFTWARE SEND IT TO THE HYKO SERVER. THE SSL SOFTWARE DECODES THE DATA ONLY AFTER IT REACHES THE HYKO SERVER. MEANING THE CHANCE OF UNAUTHORIZED ACCESS TO YOUR PERSONAL INFORMATION WHILE IN TRANSIT HAS BEEN GREATLY REDUCED.

Hyko may use cookies to create a personalized online experience. By using the Hyko site you agree that Hyko may store a cookie on Your computer in order to facilitate and customize Your experience

The terms of payment applicable to each order are Hyko's regular terms or those specifically quoted to You in writing. In the event You fail to fulfill the terms of payment, or in case Hyko shall have any doubt at any time as to Your financial responsibility, Hyko may decline, hold, or make further deliveries except upon cash on delivery (COD) terms. Any invoice not paid under the standard terms that are set during registration shall be past due and subject together with interest at the rate of 1.5% per month on all amounts not paid within the terms after due date, both before and after judgement, all cost of collection, including fees of any collection agency, and attorney fees whether hourly or contingent, but not to be less than one hundred percent (100%) of the amount due if contingent. A \$25.00 charge will be made on all checks returned by the bank unpaid. An open credit charge of \$1.00 may be added to all invoice other than COD deliveries.

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REGISTRATION

Prior to accessing any of the Services, You must complete the Hyko Request an Account Form (Account Form) and be approved for an account by Hyko. The Account Form is available at [https://catalog.hyko.com/account_request.aspx]. Hyko will review Your Account Form, and upon Hyko's approval of Your Account Form, will send You a confirmation that Your account has been activated. You agree to provide accurate, complete, current and true registration information about Yourself and Your company (as applicable) at all times throughout the registration process and Your subsequent use of the Services, and to promptly update Your information if any changes to the information occur. If the information You provide is not accurate, complete, current or true, or Hyko has reason to believe that it is not accurate, complete, current or true, Hyko may, at its sole discretion, refuse to register You for an account or immediately suspend or terminate Your account, Your access to the Services, and the license granted under these Terms of Use.

USER ACCOUNT AND PASSWORD

Upon approval of Your Account Form, You will receive a password and account designation. Only You, and authorized employees of the company registered for an account (if applicable), are permitted to access and use the Hyko Site in accordance with these Terms of Use. You are responsible for maintaining the confidentiality of the password and associated account information. You are prohibited from distributing, providing or otherwise making Your password available to any third party, and from downloading or copying any information You access on the Hyko Site for the benefit of any third party. You are also responsible for any and all activities that occur under Your

password and account and any obligation which may result from such use. You agree to (a) immediately notify Hyko and Your Hyko local distribution center of any unauthorized use of Your account or password or any other breach of security, and (b) ensure that You exit from Your account at the end of each session. If You believe Your password has been stolen or might otherwise be misused, You are responsible for changing Your password.

FEES

In consideration for the rights and licenses provided to access and use the Hyko Site and Services, You shall pay fees to Hyko according to the cost schedule set forth on any further addendums. You acknowledge that products and services ordered through the Hyko Site may be subject to additional fees and costs and terms and conditions regarding those orders.

LICENSE AND USE OF SERVICES

You agree to use the Hyko Site and Services only for the purposes for which they are designed. Subject to the these Terms of Use, and upon issuance of the appropriate password, user ID, and account designation, Hyko grants You a limited, personal, nontransferable, non-sublicensable, revocable license to access and make informational use of the Hyko Site, Services, and Content, solely for those business purposes permitted by Hyko, which may include, without limitation, obtaining product information and specifications for Your own business use, for the purpose of supplying quotes to Your business customers and to place orders directly to Hylon Koburn Chemicals Inc. In accordance with the limited license granted above, You may view, copy and print individual pages from the Hyko Site, but You may not download (other than page caching) or modify the Content. Except for the limited license, Hyko does not convey to you any right or interest in the Hyko Site, Services, Content or information available through the Hyko Site or software applications.

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In addition to other access termination rights set forth in these Terms of Use, Hyko may terminate Your license to use the Hyko Site and may prevent access by You to the Hyko Site in its sole discretion, at any time upon thirty (30) days prior written notice to You. Hyko may immediately suspend Your rights hereunder and Your access to and use of the Hyko Site without notice and may terminate Your account license to the Hyko Site if any of the following events occur: (i) You fail to pay any Fees, charges, or costs when due; (ii) Hyko determines that You have breached any obligation, representation or warranty of these Terms of Use; or (iii) if You notify Hyko in writing or by any action, of Your refusal to accept any modification by Hyko to these Terms of Use.

EQUIPMENT

In order to use the Hyko Site, You must obtain access to the Internet. You are responsible for providing Your own Internet access. You shall be responsible for obtaining and maintaining all telephone, computer hardware, modems and other equipment needed for access to and use of this Site and all charges related thereto including but not limited to telephone access charges and internet service fees. Hyko is not responsible for providing You with Internet access or for any failure of Your Internet service provider. You shall pay, and be responsible for any and all sales taxes, use taxes and any other taxes imposed by any jurisdiction as a result of (i) Your access to the Hyko Site; (ii) the performance of any of the provisions of these Terms of Use; and (iii) the transfer of any rights or any other grant hereunder.

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FEEDBACK AND SUBMISSIONS.

Hyko encourages You to report to Hyko any defects, errors, or faults You find in the Hyko Site or with any Services, relating to any access or use of the Site, or any exchange of information or data therewith. Such report should document, to the best of Your ability, the events that led up to the problems(s) with the Hyko Site and the manifestations of such problem(s). Hyko also encourages You to inform Hyko of Your opinions regarding the design of the Hyko Site and Services, its performance, its suitability for its projected use, its limitations, its appearance, its ease of access and use and the exchange of information and data with the Hyko Site. This information and any other comments, information, data or suggestions that You provide to Hyko shall be collectively referred to herein as Feedback. You acknowledge and agree that Hyko shall own all rights, title and interest in and to all Feedback, including without limitation, any ideas, concepts, know-how, or techniques contained in such Feedback, and Hyko shall be free to reproduce, use, disclose, exhibit, display, perform, transform, create derivative works based on such Feedback, distribute, offer for sale, sell, transfer and assign such Feedback to others, without limitation. Hyko shall have no obligation to keep confidential any Feedback. This section does not affect Your obligation to keep such Feedback confidential pursuant to the confidentiality requirements of these Terms of Use.

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Licensee represents and warrants that (i) You are an individual that resides in, or a business entity with, a principal place of business in the Territory; (ii) You are authorized to agree to these Terms of Use and perform the obligations set forth in these Terms of Use; (iii) You will only use the Services solely for the purpose authorized pursuant to these Terms of Use; (iv) You will not provide any information You obtain from the Hyko Site to third parties, other than as quotes to Your business customers, and (v) all information provided to Hyko in connection with these Hyko Site, including, without limitation, registration information and content is true, correct and accurate. PRODUCT, SERVICE AND TECHNICAL INFORMATION ON THE HYKO SITE HYKO has made a conscientious effort to display and describe the products, services and related specifications available on the Hyko Site accurately and completely. However, the detail and accuracy of the image and specifications of products that You see as a visitor to the Hyko Site will depend on a number of things, including Your computer equipment and Internet connections. Consequently, Hyko cannot and does not guarantee that the product images, services or specifications displayed or described to You on the Hyko Site are or will remain accurate in every detail. Furthermore, Hyko is constantly updating the products services depicted on the Hyko Site in response to the technological advancements made in the industry. You agree that the technical information, opinions, recommendations and other information made available to You on the Hyko Site and other sites to which the Hyko Site is linked, including recommendations

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Within ten (10) business days following termination or suspension of the license granted to You under these Terms of Use, You must deliver to Hyko all materials provided to You in connection with the Hyko Site, including without limitation, any copies or derivatives therefrom, or certify that all such materials in the Your possession have been permanently and irretrievably destroyed.

The covenants of confidentiality set forth in these Terms of Use will continue and must be maintained during Your use of the Hyko Site and (1) with respect to trade secrets, at any and all times after the expiration or termination of Your license under these Terms of Use during which such trade secrets retains their status as a "trade secret" under applicable law; and (2) with respect to confidential information, for the longer of a period equal to two (2) years after the expiration or termination of Your license under these Terms of Use or until such confidential information no longer qualifies as confidential under applicable law, whichever is later.

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INDEMNIFICATION BY YOU

You agree to indemnify, defend and hold harmless Hyko, its employees, directors, officers, agents, parents, subsidiaries and affiliates from and against any and all claims, demands, damages and costs, including reasonable attorneys' fees and related expenses, arising from or related to Your unauthorized use of the Hyko Site or the material provided therein, any breach by You of these Terms of Use and any claim that You have violated another's privacy rights by collecting or using information about that person.

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NOTICES

Hyko may provide notices to You by email or regular mail. Such notices may include changes to the Services or these Terms of Service and may refer to relevant links on the community intranet website. You agree that all agreements, notices, disclosures and other communications that we provide to You electronically satisfy any legal requirement that such communications be in writing.

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Hyko may at any time and without notice revise these Terms of Use by updating this posting. You are bound by any such revisions by accessing and/or using the Hyko Site following such revisions and should therefore periodically visit this page to review the current Terms of Use.

QUESTIONS & COMPLAINTS

Hyko hopes that You are fully satisfied with the Hyko Services. Should You have any questions about the Services or be dissatisfied with any aspect of the Services, please email Your question or complaint to rong@hyko.com

VIOLATIONS OF TERMS AND CONDITIONS OF SERVICE

Should You become aware of any violations of these Terms of Use, please email reports of such violations to rong@hyko.com with the word violation in the subject of Your message.

INJUNCTIVE RELIEF

If You breach or threaten to breach these Terms of Use, You acknowledge and agree that Hyko will be greatly and irreparably damaged and that the damage will be difficult to quantify. Therefore, Hyko may apply to any court of competent jurisdiction for injunctive or equitable relief under this specific provision. Such a determination will not impair, invalidate, negate or void Hyko's rights to relief in law or equity.

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