

DUNN-EDWARDS TERMS OF SALE (TOS)



1. TERMS GOVERN ALL SALES.

- 1.1 **Covered Sales.** Except to the extent otherwise provided below, these Terms of Sale (these “Terms of Sale” or “TOS”) govern all sales of Products by Dunn-Edwards Corporation (“Dunn-Edwards,” “us,” or “we”) to any customer of Dunn-Edwards, including, without limitation, Products that are ordered or picked up by the customer at a Dunn-Edwards Store, Products that are delivered to the customer using Dunn-Edwards’ trucks, and Products that are ordered by the customer through Dunn-Edwards’ website using the “Professionals shopping experience.” However, these TOS do not govern any sales by Dunn-Edwards of Products that are ordered by customers through Dunn-Edwards’ website using the “Consumers shopping experience.” Instead, all such sales are governed by the Dunn-Edwards Consumer Online Terms of Sale (“COTOS”). For purposes of these TOS, “Customer” or “you” means a customer that purchases Products from Dunn-Edwards through a transaction that is governed by these TOS.
- 1.2 **Controlling Agreement.** These TOS shall have control over any conflicting terms in any Purchase Order or any other document or communication from Customer. Neither Dunn-Edwards’ acknowledgment of a Purchase Order nor Dunn-Edwards’ failure to object to conflicting terms in a Purchase Order or other Customer document shall be deemed an acceptance of any conflicting terms or a waiver of the provisions of these TOS. However, if Customer has entered into a written supply agreement with Dunn-Edwards that is signed by authorized representatives of both Customer and Dunn-Edwards, that agreement will supersede these TOS to the extent of any conflict between the two documents.
- 1.3 **Online Access.** Dunn-Edwards is pleased to permit Customer to have online access to Dunn-Edwards’ point-of-sale receipts, invoices, statements of account, account balances, account payment history, and related information by registering for an online account on Dunn-Edwards’ website at www.dunnedwards.com. Once Customer establishes an online account, Customer may choose to opt-out of receiving paper invoices and account statements from Dunn-Edwards. By opting-out, Customer acknowledges and agrees that Customer will no longer receive any Dunn-Edwards paper invoices or statements of account and that Customer will instead be responsible for viewing and being aware of such invoices, statements of account, and related information in Customer’s online account. In this regard, Customer would be notified by email at the last known email address provided by Customer pursuant to the TOU (as defined in Section 1.4 below) whenever a new Dunn-Edwards invoice or statement of account is available for Customer to view and print at Dunn-Edwards’ website. In connection with viewing its invoices and statements of account at Dunn-Edwards’ website, Customer would also be able to view and print copies of its point-of-sale receipts.
- 1.4 **TOU and Privacy Policy.** Customer shall be bound by Dunn-Edwards’ Terms of Use (the “TOU”) (found at <https://www.dunnedwards.com/about/terms-of-use>) and Privacy Policy (the “Privacy Policy”) (found at <https://www.dunnedwards.com/about/privacy-policy>), in connection with any Customer access to or use of Dunn-Edwards’ website; any ordering, payment, or other transactions that Customer may conduct thereon; or any other matters covered by the TOU or Privacy Policy.

2. DEFINITIONS.

For purposes of these TOS, the following terms (when capitalized) shall have the meanings indicated:

- 2.1 **“Accepted Order”** shall mean a Purchase Order that has been accepted by Dunn-Edwards’ (i) issuance of an Order Acceptance to Customer, or (ii) delivery or shipment of the Products to Customer.
- 2.2 **“Distributed Products”** shall mean all Products that are distributed by Dunn-Edwards, but not manufactured by Dunn-Edwards.
- 2.3 **“Dunn-Edwards Store”** shall mean any brick-and-mortar retail store operated by Dunn-Edwards under the Dunn-Edwards name.
- 2.4 **“Manufactured Products”** shall mean all Products that are manufactured by Dunn-Edwards.
- 2.5 **“Non-Stock Items”** shall mean all custom-tinted paint or primer, all wall coverings of any kind, all Manufactured Products that are manufactured to Customer’s order or packaged in special packaging per Customer’s request, and all Distributed Products that are special ordered for Customer.
- 2.6 **“Order Acceptance”** shall mean a written or electronic order acceptance or invoice issued by Dunn-Edwards to Customer in response to a Purchase Order. Should Customer elect to opt out of receiving paper invoices and statements of account, the Order Acceptance need only be made available to Customer for viewing on Customer’s online account. In the case of an online order, the “Order Acceptance” shall mean a notification that the order is available for pickup at the designated Dunn-Edwards Store.
- 2.7 **“Products”** shall mean all products that are sold by Dunn-Edwards, including both Manufactured Products and Distributed Products.
- 2.8 **“Purchase Order”** shall mean a Customer order for Products.

3. ORDERING PROCEDURE.

- 3.1 **Purchase Orders.** Customer may order Products by submitting a Purchase Order to Dunn-Edwards at a Dunn-Edwards Store specifying the Products and the quantities desired. Purchase Orders may be in verbal or written form; provided, however, that Dunn-Edwards may require that any or all verbal Purchase Orders be confirmed in writing. If Customer requires the use of Purchase Order numbers, Customer must provide appropriate instructions to Dunn-Edwards in writing.
- 3.2 **Online Ordering.** Online ordering of selected Products may be available for Customers who have current accounts on Dunn-Edwards’ website. In the case of an online order, Customer’s “Purchase Order” shall be the electronic message sent to Dunn-Edwards when Customer clicks “Submit Order.” In each case, the Purchase Order shall specify the Dunn-Edwards Store where Customer will pick up the Products in question. Not all Products listed on Dunn-Edwards’ website are available for purchase in all jurisdictions in which Dunn-Edwards operates Dunn-Edwards Stores. In addition, Dunn-Edwards cannot guaranty that Products shown on the website as in stock are available for immediate pick up at all Dunn-Edwards Stores at all times. Customer agrees that Customer’s order is an offer to buy, under these TOS, all Products that Customer has selected, added to Customer’s cart, and ordered as part of an online Purchase Order.

- 3.3 Accepted Orders.** A Purchase Order (including, without limitation, an online Purchase Order) shall not be deemed accepted by Dunn-Edwards until it becomes an Accepted Order. Receiving an order acknowledgment via email or some other means does not guarantee the acceptance of a Purchase Order. Dunn-Edwards reserves the right to limit the quantity of Products sold to and/or to refuse to sell to any Customer. A Purchase Order for Distributed Products that are special ordered for Customer must meet the minimum order quantities of the related vendor; Dunn-Edwards will not "break cases" to accommodate orders for such Distributed Products. An Accepted Order shall constitute a binding commitment for the purchase and sale of the Products in question, the terms of which shall include the identification of the Products in the Purchase Order, plus the terms of any Order Acceptance, together with these TOS.
- 3.4 Authority of Customer's Agents.** Except to the extent that Dunn-Edwards is otherwise advised by Customer in writing of the names of those who are not so authorized, Dunn-Edwards shall have the right to accept Purchase Orders from and otherwise deal with any agents or employees of Customer or other individuals who appear to have authority to act on Customer's behalf. Without limitation on the above-described right, Customer shall, if requested to do so by Dunn-Edwards, provide Dunn-Edwards with (and update when necessary) a list of agents or employees who are confirmed as authorized to act for Customer in Customer's dealings with Dunn-Edwards. Customer shall promptly notify Dunn-Edwards in writing if at any time any agent or employee of Customer who has been dealing with Dunn-Edwards on Customer's behalf leaves Customer's employment, or otherwise ceases to be authorized to act for Customer. If Customer has an online account with Dunn-Edwards as described in the TOU on Dunn-Edwards' website, then Customer notifications to Dunn-Edwards under this Section 3.4 may be given to Dunn-Edwards through Customer's online account. Anything to the contrary in these TOS notwithstanding, (i) by accepting delivery of any Products from Dunn-Edwards, Customer shall be deemed to have ratified the Purchase Order for such Products, regardless of whether or not the person who submitted the Purchase Order had actual authority to act for Customer; and (ii) all online Purchase Orders received by Dunn-Edwards shall be deemed to be authorized by Customer, it being understood and agreed that Customer shall bear full responsibility for limiting access to its account on Dunn-Edwards' website to duly authorized agents. However, web users with "Full Access" can set purchasing permissions and spend limits for online ordering in the "My Account" section of the Dunn-Edwards website.

4. ORDER CANCELLATION.

- 4.1 Cancellation by Customer.** No Accepted Order may be cancelled by Customer without Dunn-Edwards' consent, which consent may be given or withheld by Dunn-Edwards in its sole discretion. Orders for paint or coatings manufactured or tinted to Customer's specifications cannot be cancelled, and Dunn-Edwards may require the payment of a restocking fee as a condition to the cancellation of any other Accepted Order.
- 4.2 Cancellation by Dunn-Edwards.** Dunn-Edwards may cancel any Purchase Order at any time, even if it has been accepted by Dunn-Edwards and even if Customer has received an Order Acceptance, if Dunn-Edwards believes that the Purchase Order violates applicable law, including any law that requires proof of identity or age in order to purchase a particular Product, or (if the Purchase Order is for a credit purchase) Customer's credit is not satisfactory to Dunn-Edwards or Customer's credit limit would be exceeded.

5. SHIPPING AND DELIVERY TERMS; ACCEPTANCE OF PRODUCTS.

- 5.1 Shipping and Delivery Terms.** Unless otherwise agreed between Dunn-Edwards and Customer, (i) all Products covered by any Accepted Order generated from an online Purchase Order shall be made available for pick-up by Customer at the Dunn-Edwards Store specified in Customer's Purchase Order; and (ii) all Products covered by any other Accepted Order shall be delivered to Customer by Dunn-Edwards' making such Products available for pickup by Customer at the Dunn-Edwards Store where the Purchase Order for such Products was accepted. Dunn-Edwards may also, in its discretion and upon Customer's request, deliver Products covered by an Accepted Order to a job site or other location designated by Customer using Dunn-Edwards trucks, and/or ship the Products to a location designated by Customer using common carriers. Dunn-Edwards may, at its option, require that a Customer representative be present and sign for any Products that are delivered to Customer using Dunn-Edwards trucks or common carriers. If Customer requests, either verbally or in writing, that Products be delivered to Customer using Dunn-Edwards trucks or common carriers with no Customer representative present to sign for the Products, Dunn-Edwards may, at its option, comply with such request, in which event Customer shall bear the risk of any Product damage, losses, or shortages. Any Products shipped to Customer via common carrier shall, except to the extent otherwise agreed by Dunn-Edwards in writing, be sold FOB Dunn-Edwards' Store or warehouse, and all freight and insurance costs shall be borne by Customer.
- 5.2 Time of Delivery.** Delivery shall be deemed complete, and title and risk of loss shall be deemed to pass from Dunn-Edwards to Customer, when the Products are picked up by Customer at a Dunn-Edwards Store, when the Products are delivered by Dunn-Edwards trucks to the location designated by Customer, or, unless otherwise agreed by Dunn-Edwards in writing, when the Products are delivered to a common carrier, as the case may be. In the case of Products covered by Accepted Orders that were generated from online Purchase Orders, Dunn-Edwards shall endeavor to make the Products in question available for pick-up by Customer at the Dunn-Edwards Store specified in the Purchase Order no later than noon of the business day following the date the Purchase Order was submitted. In all other cases, Dunn-Edwards shall use reasonable business efforts to comply with any delivery schedule that is requested by Customer and agreed to by Dunn-Edwards, or, if no such schedule is agreed upon, to deliver the Products to Customer as soon as reasonably possible after the Purchase Order is accepted by Dunn-Edwards. However, in no event shall Dunn-Edwards be liable to Customer for any damages that Customer may suffer due to Dunn-Edwards' failure to deliver any Products on a timely basis.
- 5.3 Acceptance of Products.** Customer shall be responsible to inspect all Products promptly after delivery thereof. Customer shall be deemed to have accepted any Products unless written notice of rejection is received by Dunn-Edwards within ten days after delivery of the Products. Customer waives any right to revoke acceptance thereafter. Customer shall report any discrepancy in shipment quantity or damage within ten days after delivery. If no discrepancy is reported within such time period, any claims for Product shortages or damage shall be waived.

6. RETURNS; UNCLAIMED PRODUCTS.

- 6.1 Non-Stock Items.** Non-Stock Items shall not be returnable by Customer, except that Dunn-Edwards may, from time to time in its sole discretion, accept the return of complete, unopened bolts of wall coverings, subject to a 25% restocking fee.
- 6.2 Requirements for Product Returns.** Any Products purchased by Customer from Dunn-Edwards other than Non-Stock Items may be returned to any Dunn-Edwards Store provided that the return meets the terms and conditions set forth in this Section 6.2. Products may be returned by the original Customer only, and all returns must be made within 30 days of the date of delivery to Customer. Original proof of purchase and Customer ID acceptable to Dunn-Edwards are required for all returns, and the returned Products must be in new, undamaged, unopened condition, including the original packaging. All freight, insurance, and other charges relating to the delivery to Dunn-Edwards of any returned Products must be paid by Customer.

The full purchase price of any Products that are returned to Dunn-Edwards in conformity with the return policy stated in this Section 6.2 will, subject (at Dunn-Edwards' option) to a 7.5% restocking charge, be (i) credited to Customer's account no later than 14 days after the Products are accepted for return, if the Products were purchased on credit; (ii) refunded to Customer in cash or (at Dunn-Edwards' option) by check or ACH payment, if the Products were purchased for cash or by check or ACH payment; or (iii) credited to Customer's credit card, if the Products were purchased by credit card. Dunn-Edwards may, at its option, issue any refund checks to Customer from Dunn-Edwards' central accounting offices, and mail the checks to Customer at Customer's address as shown on Dunn-Edwards' records. If, in its sole discretion, Dunn-Edwards elects to accept the return of any Products without requiring an original proof of purchase, the refund may be made in the form of a store voucher, which must be redeemed within 120 days, and is usable only for future purchases of Products from Dunn-Edwards.

6.3 Unclaimed Products. Any Products held by Dunn-Edwards for pick-up by Customer at a Dunn-Edwards Store for a period of 14 days or more ("Unclaimed Products") may, at Dunn-Edwards' option, and without any notice to Customer, be deemed to have been delivered to Customer and returned to Dunn-Edwards on the 14th day after such Products were first made available for pick-up by Customer, subject to the terms of Sections 6.1 and 6.2 above. However, if the Unclaimed Products are Non-Stock Items, the Unclaimed Products shall not be deemed delivered or sold to Customer, but title to same shall remain in Dunn-Edwards, and Dunn-Edwards may, at Dunn-Edwards' option, donate them to charity, deliver them to a paint recycler, or otherwise dispose of them. Although Dunn-Edwards may make an effort to contact Customer before disposing of any Unclaimed Products that are Non-Stock Items, Dunn-Edwards shall not be required to do so, and in no event shall Dunn-Edwards be required to account to Customer for any proceeds realized by Dunn-Edwards upon its disposal of any such Unclaimed Products pursuant to the provisions of this Section 6.3. Further, in no event shall any such disposal of Unclaimed Products limit or affect Customer's obligation to pay the full purchase price of same, which obligation shall accrue beginning on the 14th day after the Unclaimed Products are first made available for pick-up by Customer.

7. FORCE MAJEURE.

For purposes of these TOS, "Force Majeure Events" shall mean: (i) inclement weather, earthquakes, fire, strikes or actions by labor unions, accidents, delays by carriers, shortages of materials or labor, and other delays or causes beyond Dunn-Edwards' reasonable control; or (ii) acts or omissions of Customer. Dunn-Edwards shall not be liable for any failure or delay in filling any Accepted Order to the extent that the failure or delay is due to a Force Majeure Event, or due to incomplete or inaccurate information being supplied in the Purchase Order (such as, for example, partial or incorrect addresses or Product descriptions).

8. PRICING.

The prices for all Products sold to Customer shall be the non-discounted retail or store prices then being charged at the Dunn-Edwards Store that accepts Customer's Purchase Order (or, in the case of online Purchase Orders, the Dunn-Edwards Store where the Products are to be picked up) at the time the Purchase Order is accepted; provided, however, that if Customer has an account with Dunn-Edwards, Customer may be entitled to discounts that are applicable to such account, as specified by Dunn-Edwards from time to time. It is understood and agreed, in this connection, that (i) Dunn-Edwards may change the retail or store prices it charges at any Dunn-Edwards Store at any time, and from time to time, in its sole discretion, and without prior notice to Customer; (ii) the retail or store prices that Dunn-Edwards charges at Dunn-Edwards Stores may vary from Store to Store; (iii) any agreements for discounts, rebates, or other special pricing for Customer must be in writing; (iv) Dunn-Edwards may terminate or change the conditions applicable to any account arrangement that Dunn-Edwards has with Customer at any time or from time to time in Dunn-Edwards' sole discretion upon written notice to Customer; and (v) if Customer establishes a credit account with Dunn-Edwards that provides Customer with discounts, rebates, or other special pricing terms, such discounts, rebates, or other special pricing terms shall apply only so long as Customer maintains such account in good credit standing, and shall apply only to Products that Customer purchases using such credit account, and not to any Products that Customer purchases in any other way (such as by credit card, check, cash, etc.). Rebates and coupons that are provided by manufacturers of any Distributed Products are subject to the terms that are specified by the manufacturer of the Products in question.

9. STATE RECOVERY FEES; SALES TAX.

9.1 California AB 1343 Recovery Fee. As required by law, starting on October 19, 2012, Dunn-Edwards shall add an architectural paint stewardship assessment ("AB 1343 Recovery Fee") to the purchase price of any architectural paint it sells in California. The AB 1343 Recovery Fee is intended to fund the collection, transportation, recycling, and proper disposal of architectural paint, and also to pay for consumer education and administrative costs. The AB 1343 Recovery Fee may be shown as a separate line item on Dunn-Edwards' invoices or receipts to California paint retailers and distributors, and may also be shown as a separate line item on Dunn-Edwards' invoices or receipts to its California retail customers. But irrespective of whether or not the AB 1343 Recovery Fee is shown as a separate line item on Dunn-Edwards' invoices or receipts, Customer shall be required to pay the AB 1343 Recovery Fee on all of its California purchases of architectural paint commencing October 19, 2012. The AB 1343 Recovery Fee is based on container size, and, until changed by applicable law, regulation, and/or action of the stewardship organization that manages the AB 1343 program, shall be as follows:

Half pint or less	\$0.00
More than half pint to less than one gallon	\$0.35
One gallon	\$0.75
More than one gallon to five gallons	\$1.60

Dunn-Edwards shall have the right to charge Customer for any AB 1343 Recovery Fee owing with respect to any Products purchased by Customer that was not appropriately charged at the time of sale.

9.2 Colorado SB 14-029 Recovery Fee. As required by law, starting on July 1, 2015, Dunn-Edwards shall add an architectural paint stewardship assessment ("SB 14-029 Recovery Fee") to the purchase price of any architectural paint it sells in Colorado. The SB 14-029 Recovery Fee is intended to fund the collection, transportation, recycling, and proper disposal of architectural paint, and also to pay for consumer education and administrative costs. The SB 14-029 Recovery Fee may be shown as a separate line item on Dunn-Edwards' invoices or receipts to Colorado paint retailers and distributors, and may also be shown as a separate line item on Dunn-Edwards' invoices or receipts to its Colorado retail customers. But irrespective of whether or not the SB 14-029 Recovery Fee is shown as a separate line item on Dunn-Edwards' invoices or receipts, Customer shall be required to pay the SB 14-029 Recovery Fee on all of its Colorado purchases of architectural paint commencing July 1, 2015. The SB 14-029 Recovery Fee is based on container size, and, until changed by applicable law, regulation, and/or action of the stewardship organization that manages the SB 14-029 program, shall be as follows:

Half pint or less	\$0.00
More than half pint to less than one gallon	\$0.35
One gallon	\$0.75
More than one gallon to five gallons	\$1.60

Dunn-Edwards shall have the right to charge Customer for any SB 14-029 Recovery Fee owing with respect to any Products purchased by Customer that was not appropriately charged at the time of sale.

9.3 Oregon HB 3037 Recovery Fee. As required by law, starting on October 1, 2018, Dunn-Edwards shall add an architectural paint stewardship assessment (“HB 3037 Recovery Fee”) to the purchase price of any architectural paint it sells in Oregon. The HB 3037 Recovery Fee is intended to fund the collection, transportation, recycling, and proper disposal of architectural paint, and also to pay for consumer education and administrative costs. The HB 3037 Recovery Fee may be shown as a separate line item on Dunn-Edwards’ invoices or receipts to Oregon paint retailers and distributors, and may also be shown as a separate line item on Dunn-Edwards’ invoices or receipts to its Oregon retail customers. But irrespective of whether or not the HB 3037 Recovery Fee is shown as a separate line item on Dunn-Edwards’ invoices or receipts, Customer shall be required to pay the HB 3037 Recovery Fee on all of its Oregon purchases of architectural paint commencing October 1, 2018. The HB 3037 Recovery Fee is based on container size, and, until changed by applicable law, regulation, and/or action of the stewardship organization that manages the HB 3037 program, shall be as follows:

Half pint or less	\$0.00
More than half pint to less than one gallon	\$0.45
One gallon	\$0.95
More than one gallon to five gallons	\$1.95

Dunn-Edwards shall have the right to charge Customer for any HB 3037 Recovery Fee owing with respect to any Products purchased by Customer that was not appropriately charged at the time of sale.

9.4 Sales Tax. Customer shall be charged sales tax on all Products purchased by Customer, except to the extent that Customer shall establish to Dunn-Edwards’ satisfaction (whether through the presentation of a resale card or otherwise) that the sale in question is exempt from sales tax. Except in the case of exempt sales, sales tax shall also be charged on any AB 1343, SB 14-029, or HB 3037 Recovery Fee that may be payable by Customer in connection with any purchase of Products. Dunn-Edwards shall have the right to charge Customer for any sales tax owing with respect to any Products purchased by Customer that was not appropriately charged at the time of sale.

9.5 Price Quotations and Percentage Discounts. Except to the extent otherwise agreed by Dunn-Edwards from time to time, any prices quoted to Customer by Dunn-Edwards shall exclude any AB 1343, SB 14-029, or HB 3037 Recovery Fee or sales tax, and any percentage discount that is offered to Customer by Dunn-Edwards shall be calculated on the basis of net prices, before the addition of any AB 1343, SB 14-029, or HB 3037 Recovery Fee or sales tax.

10. PAYMENT.

10.1 Payment Terms. Payment for all Products sold to Customer (including AB 1343, SB 14-029, or HB 3037 Recovery Fees and/or sales tax, if applicable) shall be due upon receipt (or, if sent by common carrier, upon shipment); provided, however, that if Customer has a credit account with Dunn-Edwards, Customer shall be entitled to any credit terms that are applicable to such account, as specified by Dunn-Edwards from time to time. It is understood and agreed, in this connection, that (i) all credit terms granted to Customer must be confirmed by Dunn-Edwards in writing, and, at Dunn-Edwards’ option, must also be approved by Customer in writing; and (ii) Dunn-Edwards may terminate or change the conditions applicable to any credit arrangement that Dunn-Edwards has with Customer at any time or from time to time in Dunn-Edwards’ sole and absolute discretion upon written notice to Customer, in which event Customer may thereafter be required by Dunn-Edwards to pay for all Products at or before the time that Customer takes possession. Customer shall be assessed a service charge on all past-due invoices of 1-1/2% for each month or partial month that accrues between the due date and the date they are paid. Dunn-Edwards reserves the right to increase the amount of the service charge assessed on future past-due invoices at any time upon written notice to Customer. If any amount owing by Customer to Dunn-Edwards is not paid when due, Customer shall pay all costs of collection, including, without limitation, reasonable attorneys’ fees incurred by Dunn-Edwards in connection with such collection, whether or not a suit is filed.

10.2 Application of Payments. Dunn-Edwards will apply each Customer payment to the invoice or invoices that are designated by Customer in Customer’s remittance advice or equivalent communication, or, if there is no such designation, to the oldest open invoices. However, if any invoices are past due, Dunn-Edwards may, in its sole and absolute discretion, apply any payment received to any past-due invoices, irrespective of any remittance advice or other communication that may accompany Customer’s payment.

10.3 Forms of Payment. Dunn-Edwards accepts the following forms of payment only: cash, credit card (MasterCard, Visa, Discover, and American Express only), wire transfer, ACH/EFT payment, or, if approved by Dunn-Edwards either verbally or in writing, personal or company check. Dunn-Edwards adheres to PCI DSS standards, and does not electronically store, process, or transmit cardholder data.

10.4 Payment Channels. Dunn-Edwards may accept payment through any of the following channels:

- Over the phone: Dunn-Edwards may accept credit card payments over the phone, or, at its option, may require that credit card payments be made by physically presenting the credit card at a Dunn-Edwards Store.
- Online: Dunn-Edwards may accept payment online by credit card or ACH/EFT. To pay online by credit card or ACH/EFT, click on the “Make Payment” tab on Dunn-Edwards’ website. Only registered users on Dunn-Edwards’ website may pay online.
- In person at a Dunn-Edwards store: Dunn-Edwards may accept payment in person at Dunn-Edwards Stores by cash, credit card, or check made payable to Dunn-Edwards Corporation. Dunn-Edwards may require that payments by credit card or check be accompanied by an ID acceptable to Dunn-Edwards.
- Through direct bank transaction: Dunn-Edwards may accept payment by wire transfer or ACH/EFT banking transactions.
- By mail: Dunn-Edwards may accept payment by check made payable to Dunn-Edwards Corporation and mailed to Dunn-Edwards.

10.5 Notice About Electronic Check Conversion. When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic funds transfer from your account or to process the payment as a check transaction. If your payment is returned unpaid, you authorize us to collect a fee of \$15.00 through an electronic funds transfer from your account. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Using information from your check (but not the check itself) to make a one-time electronic funds transfer from your account is often referred to as an “electronic check conversion” and is governed by the federal Electronic Fund Transfer Act. Since funds may be withdrawn from your account under electronic check conversion as soon as the same day we receive your payment, you should be sure there are sufficient funds in your account when you present your check to us for payment.

10.6 Check Transaction Processing. In addition to electronic check conversion, your check may be processed as a check transaction through (i) an electronic check image exchange, (ii) a substitute check, or (iii) traditional paper clearing. Typically, (x) an “electronic check image exchange” involves the electronic transmission for payment of an image of your check, usually under an image exchange agreement between the relevant financial institutions; and (y) a “substitute check” involves the electronic transmission for payment between the relevant financial institutions, under the federal Check Clearing for the 21st Century Act, of a paper reproduction of your check plus a statement confirming that it is a legal copy and can be used in the same way as the original. As with an electronic check conversion, when your check is processed using an electronic check image exchange or substitute check, funds may be withdrawn from your account as soon as the same day we receive your payment, which is faster than a check is normally processed through traditional paper clearing. Therefore, you should be sure there are sufficient funds available in your account when you present your check to us for payment. Furthermore, for each payment or check returned unpaid (whether returned under an electronic check conversion, an electronic image exchange, a payment by ACH/EFT, a substitute check, or traditional paper clearing), you authorize us to collect a fee of \$15.00 from you.

11. INVOICE DISPUTES.

Should Customer wish to dispute any Dunn-Edwards invoice for any reason (such as incorrect pricing, failure to deliver Products, etc.), Customer must notify Dunn-Edwards of the dispute in writing within 60 days of the invoice date. Customer’s failure to notify Dunn-Edwards of the dispute in writing before the expiration of the 60-day period shall be deemed an acknowledgment by Customer that (i) the invoice is correct, (ii) Customer has received delivery of all Products that are listed on the invoice, and (iv) Customer is obligated to Dunn-Edwards in the amount reflected on the invoice (except to the extent the invoice has previously been paid).

12. STANDARD LIMITED WARRANTY AND EXCLUSIVE REMEDY.

12.1 Standard Limited Warranty. Dunn-Edwards warrants that any Manufactured Products that are sold to Customer will, on the date of their delivery to Customer, (i) comply, within standard industry variances, with any printed specifications or descriptions that are set forth on the packaging materials or Product Information data that Dunn-Edwards provides for such Manufactured Products; (ii) be free of conditions that would cause the Manufactured Products (if they are paint products) to fail to form a solid, dry film that adheres soundly to a suitable, properly prepared substrate when applied as directed by Dunn-Edwards; and (iii) be merchantable and fit for the purposes for which they are intended. This warranty does not cover normal color fading, gloss loss, or chalking caused by exposure to sunlight, wind, or water; abrasion or burnishing due to scrubbing, traffic, or other wear and tear; cracking, chipping, blistering, or peeling caused by structural expansion and contraction, settling, or other movement of building components, or by water intrusion; film degradation or discoloration due to mold or mildew; or damages resulting from improper substrate preparation or paint application, extraordinary or catastrophic events, or failure to perform recommended maintenance. Recommended maintenance of painted surfaces includes frequent periodic inspection (at least once every six months) and touch-up or repair as needed in order to maintain the integrity of painted surfaces over time. Specific recommended procedures include PDCA Industry Standards P8-04 (“Contracting Entity’s Responsibility for Maintenance of Paints and Coatings,” 2004 or most recent version), and any guidelines issued by the painting contractor on the project.

12.2 DISCLAIMER OF ADDITIONAL WARRANTIES. EXCEPT AS SET FORTH IN SECTION 12.1 ABOVE AND SECTION 13 BELOW, DUNN-EDWARDS MAKES NO WARRANTIES WITH RESPECT TO ANY MANUFACTURED PRODUCTS. ALSO, DUNN-EDWARDS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY DISTRIBUTED PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. However, nothing contained in these TOS shall limit or affect any claims that Customer might otherwise have against the manufacturers of any Distributed Products, whether under any limited warranties offered by such manufacturers or otherwise.

12.3 EXCLUSIVE REMEDY. IN THE EVENT OF ANY BREACH OF EXPRESS OR IMPLIED WARRANTY BY DUNN-EDWARDS RELATING TO ANY MANUFACTURED PRODUCTS (OTHER THAN THE HOMEOWNER LIFETIME LIMITED WARRANTY SET FORTH IN SECTION 13 BELOW), DUNN-EDWARDS WILL REPAIR OR REPLACE THE DEFECTIVE PRODUCTS OR, IF AGREEABLE TO BOTH PARTIES, REFUND THE PURCHASE PRICE THEREOF. HOWEVER, CUSTOMER IS RESPONSIBLE FOR CHECKING THE TINT OF ALL PAINTS BEFORE APPLICATION, AND FOR VERIFYING THE PATTERN AND COLOR OF ALL WALL COVERINGS BEFORE HANGING. IN NO EVENT SHALL DUNN-EDWARDS BE LIABLE FOR REPAIRING, REPLACING, OR REFUNDING THE PURCHASE PRICE OF ANY MIS-TINTED PAINT OR MIS-PATTERNED WALL COVERING THAT HAS ALREADY BEEN APPLIED OR HUNG. THIS SECTION 12.3 SETS FORTH THE EXCLUSIVE REMEDY FOR ANY BREACH OF EXPRESS OR IMPLIED WARRANTY BY DUNN-EDWARDS (OTHER THAN THE HOMEOWNER LIFETIME LIMITED WARRANTY SET FORTH IN SECTION 13 BELOW). IN NO EVENT SHALL DUNN-EDWARDS BE LIABLE FOR LABOR, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12.4 TERM OF WARRANTY. ALL WARRANTIES OF DUNN-EDWARDS, WHETHER EXPRESS OR IMPLIED (OTHER THAN THE HOMEOWNER LIFETIME LIMITED WARRANTY SET FORTH IN SECTION 13 BELOW), COMMENCE ON THE DATE OF DELIVERY OF THE PRODUCTS IN QUESTION TO CUSTOMER, AND EXPIRE ONE YEAR LATER. DUNN-EDWARDS SHALL HAVE NO LIABILITY FOR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED (OTHER THAN THE HOMEOWNER LIFETIME LIMITED WARRANTY SET FORTH IN SECTION 13 BELOW), UNLESS DUNN-EDWARDS IS PROVIDED WITH WRITTEN NOTICE OF THE BREACH DURING THE APPLICABLE WARRANTY PERIOD. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

12.5 How to Make a Warranty Claim. To make a warranty claim under this Section 12, contact your Dunn-Edwards sales representative, or contact Sales Administration at Dunn-Edwards’ corporate headquarters in Los Angeles, California at 1-888-337-2468.

12.6 Rights Under State Law. The warranty under this Section 12 gives you specific legal rights, and you may also have other rights which vary from state to state.

13. HOMEOWNER LIFETIME LIMITED WARRANTY AND EXCLUSIVE REMEDY.

In addition to its standard warranty set forth in Section 12 above, Dunn-Edwards makes the special lifetime limited warranty that is set forth in this Section 13 available to eligible homeowner Customers.

13.1 Homeowner Lifetime Limited Warranty. Dunn-Edwards warrants that its deluxe and ultra-premium primer and paint finish systems, when used in accordance with the label instructions, will not (i) crack, chip, blister, or peel from properly prepared surfaces, or (ii) wear down or weather to expose the underlying surface. This warranty is made to homeowner Customers only, and shall be effective for as long as you own your home. This warranty is not transferable. This warranty does not cover (a) normal color fading, gloss loss, or chalking caused by exposure to sunlight, wind, or water; (b) abrasion or burnishing due to scrubbing, traffic, or other wear and tear; (c) cracking, chipping, blistering, or peeling caused by structural expansion and contraction, settling, or other movement of building components, by excessive heat exposure, or by water intrusion; (d) film degradation or discoloration due to mold or mildew; or (e) damages resulting from improper surface preparation or coating application, extraordinary or catastrophic events, or failure to perform recommended maintenance. Recommended maintenance of painted surfaces includes frequent periodic inspection (at least once every six months), cleaning to remove dirt on exterior surfaces, and touch-up or repair as needed in order to maintain the integrity of painted surfaces over time. Specific recommended procedures are included in Dunn-Edwards' How to Paint Interior and Exterior Projects Brochures.

13.2 Deluxe and Ultra-premium Primer and Paint Finish Systems. This warranty shall cover only "deluxe and ultra-premium primer and paint finish systems," which in each case means an appropriate Dunn-Edwards DURA® Interior or Exterior Paint, EXQUISITE®, EVEREST®, SUPREMA®, EVERSIELD®, ARISTOSHIELD® or DECOGLO® paint applied over an appropriate Dunn-Edwards DURA® Interior/Exterior Primer, Dunn-Edwards DURA+® Wood Primer, VINYLASTIC® Premium, EZ-PRIME® Premium, DECOPRIME® Wood Primer, EFF-STOP® Premium, SUPER-LOC® Premium, Smooth BLOC-FIL™ Premium, ULTRA-GRIP® Premium, BLOC-RUST® Premium, BLOCK-IT® Premium, or ULTRASHIELD® Galvanized Metal primer. EXQUISITE®, EVEREST® or SUPREMA® paint and Dunn-Edwards DURA® Interior Paint are self-priming on most surfaces, and shall also be deemed a "deluxe and ultra-premium primer and paint finish system" when applied without a primer in accordance with label instructions.

13.3 Homeowner Customers. This warranty is available to "homeowner Customers" only. For purposes of this warranty, "homeowner Customers" shall mean and include only (i) homeowner Customers who purchase deluxe and ultra-premium primer and paint finish systems from Dunn-Edwards and apply (or have a painting contractor apply) such systems to their homes, or (ii) homeowner Customers who retain a painting contractor to purchase deluxe and ultra-premium primer and paint finish systems from Dunn-Edwards and apply them to their homes, provided the painting contractor provides the homeowner Customer with appropriate proof of purchase.

13.4 EXCLUSIVE REMEDY. IF ANY DELUXE AND ULTRA-PREMIUM PRIMER AND PAINT FINISH SYSTEM FAILS TO PERFORM AS WARRANTED IN SECTION 13.1 ABOVE, THE HOMEOWNER CUSTOMER SHOULD RETURN ANY UNUSED PORTIONS OR ORIGINAL PACKAGING OF THE PRIMER AND PAINT TO A DUNN-EDWARDS STORE WITH PROOF OF PURCHASE AND YOU WILL RECEIVE, AS YOUR SOLE REMEDY UNDER THIS WARRANTY, YOUR CHOICE OF ADDITIONAL PRIMER AND/OR PAINT OF EQUAL OR LESSER VALUE OR A FULL REFUND. THIS WARRANTY EXCLUDES LABOR OR THE COST OF LABOR FOR THE APPLICATION OF ANY PRIMERS OR PAINTS AND EXCLUDES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

13.5 How to Make a Warranty Claim. To make a warranty claim under this Section 13, contact a Customer Service representative at Dunn-Edwards' corporate headquarters in Los Angeles, California at 1-888-337-2468.

13.6 Rights Under State Law. The warranty under this Section 13 gives you specific legal rights, and you may also have other rights which vary from state to state.

14. GOVERNING LAW.

The laws of the State of California (U.S.A.), without regard to principles of conflicts of laws, shall govern these TOS and any dispute that might arise between Customer and Dunn-Edwards.

15. DISPUTES; ARBITRATION.

15.1 Arbitration. Except to the extent otherwise provided in Section 15.2 below, any controversy or claim arising out of or relating to these TOS, or the breach thereof, or to any sale of Products by Dunn-Edwards to Customer, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in the closest city with a population of over 100,000 to the Dunn-Edwards Store that dealt with Customer in relation to the Products in question, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

15.2 Invoice Disputes. Notwithstanding the provisions of Section 15.1 above (but subject to the provisions of Section 11), any claims arising from any disputes over amounts invoiced by Dunn-Edwards to Customer, or the collection thereof (plus related costs, attorneys' fees, and finance charges) may be brought in any court of competent jurisdiction. Also, either party may bring a lawsuit solely for injunctive relief or equitable remedies without first engaging in arbitration.

15.3 NO CLASS ACTIONS. CUSTOMER MAY ONLY RESOLVE DISPUTES WITH DUNN-EDWARDS ON AN INDIVIDUAL BASIS, AND MAY NOT BRING A CLAIM AS A PLAINTIFF, CLASS REPRESENTATIVE, OR CLASS MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. CUSTOMER ACKNOWLEDGES AND AGREES THAT CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS OR ACTIONS ARE NOT PERMITTED.

15.4 NO JURY TRIAL. BOTH DUNN-EDWARDS AND CUSTOMER WAIVE ANY RIGHTS THEY MIGHT OTHERWISE HAVE TO A JURY TRIAL.

15.5 Time for Bringing Claims. Any claim or cause of action by Customer that arises out of Customer's purchase or use of the Products, these TOS, or the breach thereof, must be filed within one year after the date that such claim or cause of action arose, or else that claim or cause of action will be permanently barred.

16. REFERRALS; ADVICE FROM TECHNICAL SERVICE PERSONNEL.

From time to time, Dunn-Edwards, or one of Dunn-Edwards' customer service specialists online or in a Dunn-Edwards Store, may make a recommendation of, or a referral to, a painting applicator trained or experienced in applying the Products. In addition, Dunn-Edwards may make available technical service personnel (either online or in a Dunn-Edwards Store) to provide consultations and advice to Customer regarding the application and use of the Products.

CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY TECHNICAL OR OTHER ADVICE FURNISHED, OR RECOMMENDATIONS OR REFERRALS MADE, BY DUNN-EDWARDS OR ITS REPRESENTATIVES ARE PROVIDED WITHOUT CHARGE AND ON AN "AS IS" BASIS. DUNN-EDWARDS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING ANY SUCH RECOMMENDATIONS, REFERRALS, CONSULTATIONS, OR ADVICE, AND ACCEPTS NO LIABILITY ARISING THEREFROM, NOTWITHSTANDING ANY REPRESENTATIONS MADE BY DUNN-EDWARDS OR ITS REPRESENTATIVES TO THE CONTRARY.

17. PRODUCT MODIFICATIONS.

Except to the extent expressly stated in a written agreement entered into between Dunn-Edwards and Customer, all Products that are sold to Customer are sold for end-use by Customer and may not be resold, relabeled, or repackaged. Dunn-Edwards reserves the right to change the formulation or method of manufacture of the Products from time to time in its sole discretion, and will have no obligation to notify Customer before or after any such change in the Products.

18. COMMUNICATIONS AND NOTICES.

18.1 Phone Communications. Customer's telephone communications with Dunn-Edwards, including calls with Dunn-Edwards' customer service providers or independent contractors, are routinely monitored and/or recorded. Customer expressly consents, on behalf of Customer itself and other users of Customer's phone number, to being monitored or recorded. By providing Dunn-Edwards with a mobile or other phone number as part of Customer's online or in-person ordering or registration or during a service call, Customer expressly authorizes Dunn-Edwards to contact Customer regarding Customer's account, for transactional/ non-telemarketing communications, via text message or telephone, including the use of prerecorded or auto-dialed calls, using that number.

18.2 Notices to Customer. Dunn-Edwards may provide notice to Customer under these TOS by: (i) personal delivery, overnight courier, or first class, registered, or certified mail addressed to Customer at the address that appears on Customer's account with Dunn-Edwards or is otherwise provided to Dunn-Edwards by Customer; (ii) sending an email to Customer; or (iii) if Customer has an account on Dunn-Edwards' website, by posting to such account. Customer agrees that Dunn-Edwards may send emails to Customer using the e-mail address that Customer used to create Customer's Dunn-Edwards online account or the address Customer used to place Customer's order for Products. Notices provided by personal delivery will be effective upon receipt by Customer. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered, certified, or first class mail will be effective three business days after they are sent. Notices sent by e-mail will be effective when Dunn-Edwards sends the e-mail, and notices Dunn-Edwards provides by posting will be effective upon posting. It is Customer's responsibility to keep Customer's e-mail address current. Dunn-Edwards assumes no responsibility for issues resulting from e-mail notification failures.

18.3 Notices to Dunn-Edwards. Customer may submit Purchase Orders to Dunn-Edwards in the manner provided in Section 3 of these TOS. Customer may provide other notices to Dunn-Edwards under these TOS by personal delivery, overnight courier, or registered or certified mail addressed to Dunn-Edwards Corporation, 6119 E. Washington Blvd., Commerce, CA 90040, Attention: Marketing Dept. Dunn-Edwards may update the address for notices to it by posting a notice on its website. Notices provided by personal delivery will be effective upon receipt by Dunn-Edwards. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

19. INDEMNIFICATION.

After Customer picks up a Product from a Dunn-Edwards Store or otherwise accepts delivery of a Product, Customer shall be solely responsible for the proper transportation, handling, exportation, storage, processing, alteration, use, application, and/or disposal of such Product. To the fullest extent permitted by applicable law, Customer agree to indemnify, defend, and hold Dunn-Edwards harmless from and against any and all actual, alleged, or threatened claims, liabilities, costs, and expenses (including attorneys' fees) arising out of or resulting from (i) any transportation, handling, exportation, storage, processing, alteration, use, application, and/or disposal of a Product by Customer and/or Customer's applicator; and (ii) any actual or alleged breach by Customer of, or any inaccuracy in, any representation, warranty, covenant, or undertaking made by Customer in these TOS.

20. REGULATED PRODUCTS.

Customer acknowledge that (i) the Products are subject to various federal, state, territory, municipal, and local laws, rules, and regulations; and (ii) the Products are labeled for end-use within the jurisdiction where delivery is made. Customer may not export or otherwise ship the Products outside of such jurisdiction. The Products are intended for Customer's use only, and are not for resale.

21. COMPLIANCE WITH LAWS.

Customer agree to comply with all applicable laws, rules, and regulations, including, without limitation, all laws, rules, and regulations in any way relating to Customer's purchase, ownership, transportation, receipt, handling, storage, processing, alteration, use, application, and disposal of the Products once the Products have been picked up by Customer from a Dunn-Edwards Store or Customer has otherwise accepted delivery of the Products.

22. TERMS OF SALE REVISIONS.

Dunn-Edwards may at any time revise these TOS by posting an updated version of these TOS on Dunn-Edwards' website. The revised TOS shall apply to all purchases of Products effected under Purchase Orders subject to these TOS that are received by Dunn-Edwards after the date of the revisions. Customer should therefore check Dunn-Edwards' website periodically to ensure that Customer is aware of any changes in these TOS.

23. MISCELLANEOUS.

- 23.1 Paint Volumes.** For paint Products sold by Dunn-Edwards, the listed Product size is the size of the Product container. The actual volume of the Product purchased may be smaller than the listed Product size to leave room in the container to add tint.
- 23.2 Government Contracts.** If any Products purchased by Customer are to be used in the performance of a government contract or subcontract, no government requirements or regulations will be binding on Dunn-Edwards unless specifically agreed to by Dunn-Edwards' authorized representative in writing.
- 23.3 Section Headings.** Section headings in these TOS are included for convenience only, and shall not affect the interpretation hereof.
- 23.4 Severability.** If any provision of these TOS is found to be contrary to law or for any reason unenforceable, then such provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect.
- 23.5 Waivers.** Any alleged waiver of any breach of these TOS shall not be deemed to be a waiver of any future breach. All waivers must be in writing signed by the party to be charged.
- 23.6 Assignment.** Customer may not assign any rights or delegate any obligations under these TOS without Dunn-Edwards' prior written consent. At Dunn-Edwards' option, any purported assignment or delegation by Customer shall be null and void. Dunn-Edwards may assign or delegate any of its rights or obligations hereunder.
- 23.7 No Third-Party Beneficiaries.** Except to the extent otherwise provided in Section 13 hereof, these TOS do not and are not intended to confer any rights or remedies upon any person other than the parties hereto.
- 23.8 Electronic Copies.** A printed version of these TOS and/or of any notice given by Dunn-Edwards in electronic form shall be admissible in judicial, administrative, or arbitration proceedings based upon or relating to these TOS or any sale of Products to Customer to the same extent and subject to the same conditions as other business documents and records originally generated and maintained by Dunn-Edwards in printed form.

24. SAFETY AND ENVIRONMENTAL NOTICES.

Dunn-Edwards hereby advises Customer of the following:

- 24.1 Safety Notice.** Before beginning any project that involves paint or other Products, please review carefully any information relating to such Products that is provided by Dunn-Edwards and/or the manufacturer of the Products, including, without limitation, information on paint cans or other packaging materials, and information included in Dunn-Edwards' Product Data Sheets and/or Safety Data Sheets (collectively, "Safety Information"). (Many of these materials are available on Dunn-Edwards' website.) Always observe all of the health and safety precautions included in the Safety Information, and follow all accepted safety procedures. When using paints or solvents, always provide proper ventilation and observe all other warnings. If you have any doubts or questions regarding any of these matters, please contact Dunn-Edwards.
- 24.2 Mold Notice.** Exposure to mold can have serious health consequences. Dunn-Edwards' paints and coatings can neither cause nor prevent or cure the growth of mold, mildew, or other forms of fungus. Excessive moisture and inadequate ventilation are the main conditions that promote their growth. Correct any such conditions before painting.
- 24.3 Lead and Asbestos Warning.** CAUTION: Scraping or sanding surfaces of older buildings (especially pre-1978) may release dust containing lead or asbestos. EXPOSURE TO LEAD OR ASBESTOS CAN BE VERY HAZARDOUS TO YOUR HEALTH. Always wear appropriate personal protective equipment during surface preparation, and finish cleanup of any residues by water-washing all surfaces. For more information, see Dunn-Edwards' brochure on "Surface Preparation Safety," or call the U.S. EPA National Lead Information Hotline at 1-800-424-LEAD, or log on to www.epa.gov/lead or /asbestos, or contact your state or local Health Department.
- 24.4 Customer Compliance.** Customer agrees (i) to familiarize himself or herself with all of the Safety Information (including, without limitation, the Safety Information referenced above in this Section 24) relating to the Products that Customer purchases from Dunn-Edwards; (ii) adopt and follow safe handling, storage, transportation, use, and disposal practices with respect to such Products, including, without limitation, special care and practices relating to Customer's use of such Products; (iii) instruct Customer's employees, independent contractors, agents, and customers of the precautions and safe use practices required in connection with the handling, storage, transportation, use, and disposal of such Products; and (iv) comply with all applicable safety and environmental laws and take any action necessary to avoid spills or other dangers to persons, property, or the environment. In the event that Products purchased by Customer are intended for professional use only, Customer represents and warrants to Dunn-Edwards that Customer is a professional user experienced and knowledgeable regarding how to properly and safely handle, store, transport, use, and dispose of such Products.

25. English and Spanish Versions.

These TOS are prepared in both English and Spanish. Both versions shall be binding. However, in the event of a conflict between the English and the Spanish versions, the English version shall be controlling.