

## **Terms and Conditions**

### **Agreement between User and www.spragueinstrument.com**

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www.spragueinstrument.com is an E-Commerce Site.

Sprague Instrument.net provides information on the tools, instruments and services Sprague Instrument, LLC offers.

### **Privacy**

Your use of www.spragueinstrument.com is subject to Sprague Instrument's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting www.spragueinstrument.com or sending emails to Sprague Instrument constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Children Under Thirteen**

Sprague Instrument does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.spragueinstrument.com only with permission of a parent or guardian.

### **Links to Third Party Sites/Third Party Services**

www.spragueinstrument.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Sprague Instrument and Sprague Instrument is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Sprague Instrument is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Sprague Instrument of the site or any association with its operators.

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### **International Users**

The Service is controlled, operated and administered by Sprague Instrument from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Sprague Instrument Content accessed through [www.spragueinstrument.com](http://www.spragueinstrument.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Sprague Instrument, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Sprague Instrument reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Sprague Instrument in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

#### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Sprague Instrument agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

#### **Liability Disclaimer**

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#### **Termination/Access Restriction**

Sprague Instrument reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Sprague Instrument as a result of this agreement or use of the Site. Sprague Instrument's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Sprague Instrument's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Sprague Instrument with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Sprague Instrument with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between

the user and Sprague Instrument with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Sprague Instrument reserves the right, in its sole discretion, to change the Terms under which [www.spragueinstrument.com](http://www.spragueinstrument.com) is offered. The most current version of the Terms will supersede all previous versions. Sprague Instrument encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Sprague Instrument welcomes your questions or comments regarding the Terms:

Sprague Instrument, LLC  
1011 Monroe Avenue  
San Jose, California 95128

Email Address:  
[Sprague\\_Instrument@sbcglobal.net](mailto:Sprague_Instrument@sbcglobal.net)

Telephone number:  
(408) 249 4426

Effective as of January 22, 2021