

## **DUDLEY WORLDWIDE, LLC**

### **Standard Terms and Conditions**

This document includes both Standard Terms and Conditions and Website Terms and Conditions for your information and review. These terms and conditions apply to customer purchases, and sale of products by Dudley Worldwide, LLC. By placing an order or completing a purchase, the buyer agrees to be bound by and accepts these terms and conditions.

**\*\*Due to recent events regarding the Coronavirus Disease 2019 Pandemic, Personal Protection Equipment (PPE), disinfectants, and related products are back-ordered with every major manufacturer. While the manufacturers are increasing production, they are also implementing strict rules that all orders are non-cancellable and non-returnable. Therefore, we are implementing the same policy of non-cancellable and non-returnable for these items. Products not related to Personal Protection Equipment (PPE) and disinfectants will still have our flexible return policy.**

#### **PRICING AND SPECIFICATIONS**

All information regarding pricing, products and services is subject to change. Dudley Worldwide reserves the right to make adjustments to pricing and products for reasons including, but not limited to, changing market conditions, discontinuation, unavailability, manufacturer price changes and errors in advertisements.

#### **ORDERS**

For any items purchased from Dudley Worldwide, we will execute communication acknowledging receipt of the order. Any contract to purchase an item will not be complete and accepted by Dudley Worldwide until we send the buyer an order confirmation or invoice via email as identified upon order placement, or when we provide the invoice upon order delivery. All items are subject to availability, and acceptance of an order is at Dudley Worldwide's sole discretion. Dudley Worldwide accepts the following forms of payment: Major Credit Cards (VISA, MasterCard, American Express, and Discover), PayPal, and CashApp at \$DudleyWorldwide.

#### **SHIPPING TERMS**

Most products are shipped F.O.B. Destination (Shipping is Free). UPS is used whenever possible. Allow 4-8 business days for delivery. Shipping is free on all eligible orders of \$50 or more. A small \$7 flat rate is applicable for all orders under \$50. Some items may not be eligible for Free shipping: Paper Products, Nutritional Supplements, Gloves. Free shipping terms are only valid for shipments in the continental United States.

#### **RETURNS AND REFUNDS**

If for any reason the a customer or buyer is not satisfied with a purchase made from Dudley Worldwide, the buyer may contact Dudley Worldwide Customer Service Department at (318) 670-7535, or send email to [zdudley@dudleyworldwide.com](mailto:zdudley@dudleyworldwide.com). We give each customer's concerns individual attention. The customer or purchaser must contact the Customer Service Department within 10 business days of delivery so the exchange, refund or credit transaction can be arranged. Due to the COVID-19 pandemic and for safety reasons, Dudley Worldwide will not approve nor accept any product returns.

#### **LIMITATION OF LIABILITY**

Dudley Worldwide will not be liable for any indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory. Dudley Worldwide is not responsible for delays in delivery which result from any circumstances beyond its control. Dudley Worldwide's aggregate liability shall not exceed the purchase price paid for any products purchased, or, if no such products were purchased, ten dollars (\$10.00).

## **DUDLEY WORLDWIDE, LLC**

### **Website Terms and Conditions**

**PLEASE READ THE FOLLOWING WEBSITE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.**

Additional terms and conditions apply to customer purchases, and sale of products by Dudley Worldwide, LLC. By placing an order or completing a purchase via a Dudley Worldwide website, the buyer agrees to be bound by and accepts these terms and conditions. These website terms and conditions drill deeper beyond the standard terms and conditions. All users of the Dudley Worldwide website in its entirety, [www.DudleyWorldwide.com](http://www.DudleyWorldwide.com), agree that access to and use of this site are subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

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#### **Order Acceptance Policy**

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept or decline your order for any reason or to supply less than the quantity you ordered of any item.

#### **Out-of-Stock Products**

We will ship your product as it becomes available. However, there may be times when the product you have ordered is out-of-stock which will delay fulfilling your order. We will keep you informed of any products that you have ordered that are out-of-stock and unavailable for immediate shipment. We reserve the right to offer a substitute, subject to your acceptance. You may cancel your order at any time prior to shipping.

#### **Multiple Product Orders**

For a multiple product order, we will make every attempt to ship all products contained in the order at the same time. Products that are unavailable at the time of shipping will be shipped as they become available, unless you inform us otherwise. You will only be charged for products contained in a given shipment, plus any applicable shipping charges. You will only be charged for shipping at the rate quoted to you on your purchase receipt. The entirety of this shipping charge may be applied to the first product(s) shipped on a multiple shipment order.

#### **Payment – Credit Cards and Paypal**

We accept the following credit cards: Visa, MasterCard, Discover, and American Express. You may also make payment(s) via Paypal. There is no surcharge for using your credit card to make purchases. Please be sure to provide your exact billing address and telephone number (i.e. the address and phone number your credit card bank has on file for you). Incorrect information will cause a delay in processing your order.

#### **Payment – Money Orders, Cashier's Checks, Company Checks, & Personal Checks**

We accept money orders, cashier's checks, personal checks, and company checks in U.S. Dollars only. Orders are processed upon receipt of a money order or cashier's check. For personal and company checks, please allow up to 10 banking days after receipt for clearance of funds before the order is processed. We cannot guarantee the availability of a product by the time funds clear or payment is received. We charge a \$25 fee on returned checks.

#### **Payment – Purchase Orders**

We do accept Purchase Orders for payment. We must approve your organization for credit terms and conditions. We have the right to refuse credit terms to organizations that do not meet or exceed our credit requirements. Standard purchase order terms for Dudley Worldwide is Net 20 days. We do not provide any credit terms to customers outside the United States. International customers can use bank wires, credit cards, or PayPal to make purchases.

### **Taxes**

Dudley Worldwide's billing practice is configured to automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within the same state as our locations. For orders shipped to other states, customers are solely responsible for reporting all sales taxes or other taxes.

### **Warranty and Guarantee**

All products shipped are covered by their manufacturer's warranty or guarantee. Product warranty/guarantee specifics are usually located in the product packaging. If a product fails to perform as warranted, please contact the manufacturer.

All products in all kits assembled by Dudley Worldwide are covered by the manufacturer's warranty or guarantee of each specific item bundled in that particular kit. Kits assembled by Dudley Worldwide include but are not limited to CoronaKit, Zip-N-Go, TheCube, custom patient admission kits, and special custom kits. Product warranty/guarantee specifics or information are usually located in the product packaging or on the product labeling. If a product fails to perform as warranted, please contact the manufacturer.

### **Typographical and Computer Errors**

We work very hard to eliminate store errors and provide the most updated product information and pricing. While our quality control seeks a 0% error rate, with numerous products and SKUs error can be and are sometimes made. In the event a product is listed at an incorrect price due to typographical, computer error, or error in pricing information received from our suppliers, we have the right to refuse or cancel any orders placed for product listed at the incorrect price. We have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, we will immediately issue a credit to your credit card account in the amount of the incorrect price. If you feel the pricing is incorrect after you placed an order, please send your order number and contact information to us. We will do our best within reasonable efforts to resolve any site errors.

### **Pricing is Subject to Change without Notice**

Dudley Worldwide works with and sources from numerous manufacturers and major national distributors. There are times when manufacturer and distributor price changes and increases are made without prior notice. Price updates are a continual process and products can price at any time. We will always do our best to update product prices to ensure a quality and reliable experience from our company.

### **Privacy and Content on Other Web Sites**

Other sites accessible through our site have their own privacy policies and data collection practices. Please consult each site's privacy policy. We are not responsible for the actions of third parties. This store may contain links to other sites on the Internet that are owned and operated by third parties. We have no control over third party sites and are not responsible for the operation of or content located on or through any such site.

### **Copyright and Trademark Notice**

Unless otherwise specified, all materials appearing on this site, including the text, site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of Dudley Worldwide. You may use the content of this site only for the purpose of shopping on this site or placing an order on this site, for informational purposes, and for no other purpose. No materials from this site may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without prior written permission of Dudley Worldwide. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on this site may violate copyright, trademark, and other applicable laws and could result in criminal or civil penalties.

### **Other Conditions**

These Conditions will supersede any terms and/or conditions you include with any purchase order and ordering notes, regardless of whether we sign them or not. We reserve the right to make changes to this site and these Conditions at any time.