

Effective Date: 06/04/2025

These General Terms and Conditions (these “**Terms and Conditions**”) apply to the purchase and sale of products by Alabama Hearing Associates, Inc. (“**Seller**”) to the buyer (“**Buyer**”). These Terms and Conditions are subject to change by Seller without prior written notice at any time, in Seller’s sole discretion. Any changes to these Terms and Conditions will be in effect as of the “Effective Date” referenced above. Buyer should review these Terms and Conditions prior to purchasing any products. Buyer’s continued use of this website or purchase of products after the “Effective Date” will constitute Buyer’s acceptance of and agreement to such changes.

1. Prices and Payment Terms.

(a) All prices, discounts, and promotions posted on Seller’s website are subject to change without notice. The price charged for a product will be the price in effect at the time the order is placed and will be set out in Buyer’s Purchase and Service Agreement. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to the merchandise total and will be itemized in the order confirmation and/or invoice. Seller strives to display accurate price information, however Seller may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. Seller reserves the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) Seller may offer from time to time promotions that may affect pricing and that are governed by terms and conditions separate from these Terms and Conditions. If there is a conflict between the terms for a promotion and these Terms and Conditions, these Terms and Conditions will govern, unless otherwise agreed upon in writing.

(c) Buyer shall pay all amounts in full upon delivery of goods or upon receipt of services.

2. Manufacturer’s Warranty and Disclaimers.

All products are covered by the manufacturer’s warranty as detailed in the documentation included with the product. To obtain warranty service for defective products, please follow the instructions included in the manufacturer’s warranty.

3. Limitation of Liability.

NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS TO THE CONTRARY, THE MAXIMUM CUMULATIVE LIABILITY, IF ANY, OF SELLER FOR ALL DIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, CONTRACT DAMAGES AND DAMAGES FOR INJURIES TO PERSONS OR PROPERTY, WHETHER ARISING FROM SELLER’S BREACH OF THESE TERMS AND CONDITIONS, INDEMNITY OBLIGATIONS, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, OR OTHERWISE WITH RESPECT TO THESE TERMS AND CONDITIONS WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL FEES PAID TO SELLER BY BUYER UNDER THE

PURCHASE AND SERVICE AGREEMENT WITH RESPECT TO THE PRODUCT TO WHICH THE CLAIM RELATES. IN NO EVENT SHALL SELLER OR ITS REPRESENTATIVES, AGENTS, OR AFFILIATES BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, ENHANCED, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS, OR DIMINUTION IN VALUE, REGARDLESS OF (I) THE FORESEEABILITY OF SUCH DAMAGES, (II) WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (III) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

4. Indemnification.

Buyer shall defend, indemnify, and hold harmless Seller and its officers, directors, employees, agents, affiliates, successors, and permitted assigns against any and all losses, damages, liabilities, claims, judgments, or settlements, including reasonable attorney's fees and the costs of enforcing any right to indemnification under these Terms and Conditions, incurred by Seller, arising out of a claim, suit, action, or other proceeding brought by a third party to the extent related to: (i) Buyer's negligence, fraud, willful misconduct, or material breach of these Terms and Conditions; (ii) Buyer's improper servicing, repair or transport of product; (iii) any violation of applicable laws; and (iv) Buyer's misuse or unintended use of product.

5. Miscellaneous.

(a) Entire Agreement. These Terms and Conditions, including and together with any related exhibits, schedules, attachments, and any other documents incorporated herein by reference, constitutes the sole and entire agreement between Seller and Buyer with respect to the subject matter contained herein, and supersedes all other understandings, agreements, representations, and warranties, both written and oral. In the event of any inconsistency between the statements in the body of these Terms and Conditions and any other document, these Terms and Conditions shall control.

(b) Severability. If any term or provision of these Terms and Conditions is found by a court to be invalid, illegal, or unenforceable, such a determination shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) Amendments and Modification. These Terms and Conditions may only be amended, modified, or supplemented by an agreement in writing signed by each of the parties.

(d) Waiver. No waiver by any party of any of the provisions of these Terms and Conditions shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise or delay in exercising any right or remedy arising from these Terms and Conditions shall be construed as a waiver thereof, nor shall any single or partial

exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

(e) Assignment. Buyer may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Buyer of any of its obligations hereunder.

(f) Successors and Assigns. These Terms and Conditions shall be binding on and inures to the benefit of the parties to these Terms and Conditions and their respective successors and permitted assigns.

(g) No Third-Party Beneficiaries. These Terms and Conditions do not and are not intended to confer any rights or remedies upon any person or entity other than Buyer.

(h) Choice of Law. These Terms and Conditions and all related documents, including all exhibits attached hereto, and all matters arising out of or relating to these Terms and Conditions shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

(i) Choice of Forum. Any legal suit, action, or proceeding arising out of or relating to these Terms and Conditions shall be instituted exclusively in the United States District Court for the Northern District of Alabama or, if such court does not have subject-matter jurisdiction, the courts of the State of Alabama located in Madison County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection or claim based on the venue or inconvenient forum of any suit, action, or proceeding in such courts.

(j) Force Majeure. Seller shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, government action, labor stoppages or slowdowns, fires, acts of God, natural disasters, terrorism, riots, epidemics, pandemics, or any other activities or factors beyond its control, whether similar or dissimilar to any of the foregoing (“**Force Majeure Event**”). In the event of a Force Majeure Event, Seller shall provide written notice thereof to Buyer, along with Seller’s best estimate of the length of time such Force Majeure Event will delay or prevent performance hereunder.