

WEBSITE TERMS AND CONDITIONS

This website is operated by Industrial Marítima de Veracruz S.A. de C.V. Throughout the site, the terms “INDUMAR,” “we,” “us,” and “our” refer to Industrial Marítima de Veracruz S.A. de C.V. INDUMAR offers this website, including all information, tools, and services available to you on this site, the user, is conditioned on your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service,” “Terms”), including all additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to the Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you should not access the website or use any of the services. If the Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools added to the current store will also be subject to the Terms of Service. You can review the updated version of the Terms of Service at any time on this page. We reserve the right to update, change, or replace any part of the Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

SECTION 1: SITE TERMS

- By using this site, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.
- You may not use our products for any illegal or unauthorized purpose, nor may you, in using the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- You must not transmit worms, viruses, or any code of a destructive nature.
- Failure to comply with or violation of any of these Terms will result in the immediate termination of your Services.

SECTION 2: GENERAL CONDITIONS

- We reserve the right to refuse service to anyone for any reason at any time.
- You understand that your content (not including your credit card information) may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.
- You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without our express written permission.
- The headings used in this agreement are included for convenience only and do not limit or affect these Terms.

SECTION 3: ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if the information available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without first consulting more accurate, complete, or timely information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information is not necessarily current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4: CHANGES TO SERVICE AND PRICES

- The prices of our products are subject to change without notice.
- We reserve the right to modify or discontinue the Service (or any part of the content) at any time without prior notice.
- We shall not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service.

SECTION 5: PRODUCTS OR SERVICES (IF APPLICABLE)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our return policy.

We have made every effort to display the colors and images of our products in the store as accurately as possible. We cannot guarantee that your computer monitor will display the colors accurately.

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of products or services we offer. All product descriptions or product prices are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any product or service offer made on this site is void where prohibited.

We do not guarantee that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

SECTION 6: ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us.

We reserve the right to refuse any order you place with us. We may, at our discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.

In the event that we make a change or cancel an order, we may attempt to notify you by contacting you via email and/or billing address/phone number provided at the time the order was placed.

We reserve the right to limit or prohibit orders that, in our judgment, appear to be placed by dealers, resellers, or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made in our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more details, please review our Return Policy.

SECTION 7: OPTIONAL TOOLS

We may provide you with access to third-party tools that we do not monitor and over which we have no control or input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or related to your use of tools provided by third parties.

Any use you make of the optional tools offered through the site is at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms under which these tools are provided by the third-party provider(s).

We may also offer new services and/or features through the website in the future (including the release of new tools and resources). These new features and/or services will also be subject to these Terms of Service.

SECTION 8: THIRD-PARTY LINKS

Certain content, products, and services available via our Service may include material from third parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not responsible for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

SECTION 9: USER COMMENTS, TRAINING, AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or, without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, “comments”), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate, or otherwise use in any medium any comments that you forward to us. We do not and will not have any obligation (1) to keep any comments confidential; (2) to pay compensation for comments; or (3) to respond to comments.

We may, but have no obligation to, monitor, edit, or remove content that we determine to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or

otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate the rights of third parties, including copyright, trademark, privacy, personality, or other personal or proprietary rights. You also agree that your comments do not contain defamatory or illegal, abusive, or obscene material, or contain computer viruses or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, use another identity that is not legitimate, or mislead third parties or us as to the origin of your comments. You are solely responsible for the comments you make and their accuracy. We are not responsible and assume no liability for comments posted by you or any third party.

SECTION 10: PERSONAL INFORMATION

Your submission of personal information through the site is governed by our Privacy Policy. To view our Privacy Policy.

SECTION 11: ERRORS, INACCURACIES, AND OMISSIONS

From time to time, there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We assume no obligation to update, correct, or clarify information on the Service or on any related website, including, without limitation, pricing information, except as required by law. No updated specifications or update dates applied on the Service or on any related website should be taken to indicate that all information on the Service or on any related website has been modified or updated.

SECTION 12: PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances; (d) to infringe or violate our or third parties' intellectual property rights; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual

orientation, religion, ethnicity, race, age, nationality, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that is or may be used in any way that could compromise the functionality or operation of the Service or any related website, other sites, or the Internet; (h) to collect or track the personal information of others; (i) to generate spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other sites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13: DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- We do not guarantee or warrant that the use of our service will be uninterrupted, timely, secure, or error-free.
- We do not guarantee that the results obtained from using the service will be accurate or reliable.
- You agree that we may occasionally remove the service for indefinite periods of time or cancel the service at any time without prior notice.
- You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services provided through the service are (except as expressly stated by us) provided “as is” and “as available” for your use, without any representations, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- In no event shall Industrial Marítima de Veracruz S.A. de C.V., our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any damage, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based on contract, tort (including negligence), strict liability, or otherwise, as a result of the use of any of the services or products purchased through the service, or for any other claim related in any way to the use of the service or any product, including but not limited to to any error or omission in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available through the service, even if advised of its possibility. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in

such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14: INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Industrial Marítima de Veracruz S.A. de C.V. and our parent companies, subsidiaries, affiliates, partners, officers, directors, agents, contractors, franchisees, service providers, subcontractors, suppliers, interns, and employees, from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of or resulting from your breach of the Terms of Service or the documents incorporated by reference, or your violation of any law or the rights of any third party.

SECTION 15: SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be effective to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed severed from these Terms of Service, such determination shall not affect the validity and enforceability of any remaining provisions.

SECTION 16: TERMINATION

The obligations and liabilities of the parties incurred prior to the date of termination shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our services, or when you cease using our site.

If, in our judgment, you fail, or are suspected of having failed, in complying with any term or provision of these Terms of Service, we may also terminate this agreement at any time without notice, and you will remain liable for all amounts due up to and including the date of termination; and/or we may consequently deny you access to our services (or any part thereof).

SECTION 17: ENTIRE AGREEMENT

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and the policies or operating rules posted by us on this site or in respect to the Service constitute the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguity in the interpretation of these Terms of Service shall not be construed against the drafting party.

SECTION 18: LAW

These Terms of Service and any separate agreements whereby we provide you services shall be governed by and construed in accordance with the laws of the United Mexican States.

SECTION 19: CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time on this page.

We reserve the right, at our sole discretion, to update, modify, or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

SECTION 20: CONTACT INFORMATION

Questions about the Terms of Service should be sent to **info@indumarver.com**.