

## TERMS OF SERVICE

Questions/Comments - [contactmiland@gmail.com](mailto:contactmiland@gmail.com)

1. **Acceptance of Terms** - By using our website and services, you agree to these Terms and any additional policies referenced herein. These Terms apply to all visitors, users, and others who access the website.

2. **Changes to Terms** - We reserve the right to modify or replace these Terms at any time. Any changes will be effective immediately upon posting on the website. Your continued use of the website after changes have been made constitutes your acceptance of the new terms.

### 3. Use of the Website

- Account Registration: To access certain features, you may need to create an account. You agree to provide accurate, current, and complete information during registration and to update it as necessary. You are responsible for safeguarding your account credentials and for all activities that occur under your account.
- Prohibited Conduct: You agree not to:
  - Use the website for any unlawful purpose.
  - Engage in fraudulent activities or misrepresent information.
  - Attempt to interfere with the security or operation of the website.
  - Upload or distribute any harmful or malicious content.
  - Violate any applicable laws or regulations.

### 4. Orders and Payments

- Order Acceptance: All orders are subject to acceptance by MILAND. We reserve the right to refuse or cancel any order for reasons including but not limited to product availability, errors in product descriptions, or pricing discrepancies.
- Pricing: Prices for products are subject to change without notice. We reserve the right to modify or discontinue products at any time.
- Payment: By providing payment information, you authorize us to charge the specified amount for your order. Refer to our Payment Policy for more details.

5. **Shipping, Returns, and Refunds** - Our Shipping Policy, Return and Refund Policy, and Cancellation Policy are incorporated into these Terms by reference. Please review these policies to understand our procedures and your rights.

### 6. Intellectual Property

- Ownership: All content on the website, including text, graphics, logos, images, and software, is the property of MILAND or its licensors and is protected by intellectual property laws.
- License: You are granted a limited, non-exclusive, non-transferable license to access and use the website for personal, non-commercial purposes. Any other use requires prior written permission from MILAND.
- Restrictions: You may not:
  - Modify, reproduce, distribute, or create derivative works from the website content.
  - Use any content for commercial purposes without authorization.
  - Remove or alter any proprietary notices or labels on content.

7. **Disclaimer of Warranties** - The website and all information, products, and services provided through it are offered “as is” and “as available” without any warranties of any kind, either express or implied. MILAND disclaims all warranties, including but not limited to merchantability, fitness for a particular purpose, and non-infringement. 8.

Limitation of Liability To the fullest extent permitted by law, MILAND shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from:

- Your use or inability to use the website.
- Any unauthorized access to or use of our servers and/or any personal information stored therein.
- Any interruption or cessation of transmission to or from the website.
- Any bugs, viruses, or the like that may be transmitted to or through our website by any third party.

9. **Indemnification** - You agree to indemnify, defend, and hold harmless MILAND, its officers, directors, employees, agents, and affiliates from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with:

- Your access to or use of the website.
- Your violation of these Terms.
- Your violation of any rights of another.

10. **Governing Law** - These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States, without regard to its conflict of law principles.

#### 11. **Dispute Resolution**

- Arbitration: Any disputes arising out of or relating to these Terms or your use of the website shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association.
- Class Action Waiver: You agree that any arbitration will be conducted in your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

12. **Severability** - If any provision of these Terms is found to be invalid or unenforceable by a court, the remaining provisions will continue in full force and effect.

13. **Entire Agreement** - **These Terms constitute the entire agreement between you and MILAND regarding your use of the website and supersede all prior agreements and understandings.**

14. **MILAND HVAC Supply Co. Reserves the right to change, adjust, or modify policy terms at any time.**

MILAND HVAC SUPPLY CO. 2025  
CONTACTMILAND@GMAIL.COM