

ACME, LLC Terms & Conditions

Except in those instances where ACME, LLC and a business Customer ("Customer") enter into a separate written contract for purchases and sales of items and services rendered providing for separate terms of sale, the following terms and conditions will apply. For clarification, the term "Customer" includes Business Customers as well as individuals, and the term Business Customer includes, but is not limited to, government, institutional, and educational customers.

ACME, LLC reserves the right to revise these Terms and Conditions at any time.

Our Terms and Conditions apply to all purchases and sales of items and services rendered, and your purchase means you have accepted our Terms and Conditions. We disclaim any other Terms and Conditions contained in any customer purchase order, order form or otherwise unless expressly agreed to by us in writing.

Purchase orders must be strictly in conformity with these Terms and Conditions; inconsistent or conflicting terms in any purchase order or sale acknowledgment are rejected and shall be controlled by these Terms and Conditions unless agreed to by the customer and ACME, LLC in a separate mutual writing. Additional terms are not binding unless agreed to by ACME, LLC in a separate writing.

Payments

All credit extended by ACME, LLC and the limits of such credit, is at ACME, LLC's sole discretion, and may be reduced or revoked by ACME, LLC at any time, for any reason.

All payments must be in U.S. Dollars. Open accounts may be available on terms approved by ACME, LLC. Payment terms on open accounts are net thirty (30) days from date classes are completed, or a correct invoice is received, whichever is later. A payment is considered overdue beginning on the thirty first (31st) day. Cash and check are always accepted. Services such as Venmo, Zelle, Cash App, will generally be accepted. However, credit card and PayPal arrangements are subject to change and additional service charge shall be added.

If an open account customer fails to make full payment within thirty (30) days from date classes are completed, or a correct invoice is received, whichever is later; or fails to supply adequate assurance of full payment to ACME, LLC within a reasonable time after requested by ACME, LLC (such time as specified in ACME, LLC's request), the payment is overdue and ACME, LLC may cancel any future classes scheduled with Customer. Any discounts applied to the original balance will be voided on invoices that are thirty (30) or more days past due. ACME, LLC further reserves the right to charge a convenience fee of one hundred fifty dollars (\$150) for late payments and to charge interest on overdue invoices at the rate of eighteen percent (18%) per annum (one-and-a-half percent (1.5%) monthly) or at the highest rate available under applicable law. Additionally, the interest accrual begins on the date any payment becomes overdue, and stops accruing on the date the payment is postmarked or electronically transmitted. The interest must be paid at the same time the principal is paid. Payment must be made in full otherwise unless expressly agreed to by us in writing.

It is understood and agreed that Customer will pay, to the extent permitted under law, all reasonable costs and expenses, including attorney's fees, collection agency fees, and court costs incurred by ACME, LLC in connection with any collection action for payment of the amounts due herein.

Customer hereby unconditionally guarantees payment as a primary obligor of, as provided herein, all purchases made by Customer, its subsidiaries and affiliates. Each of Customer's subsidiaries and affiliates purchasing from ACME, LLC are jointly and severally liable for all purchases made by Customer and its subsidiaries, and Customer is also acting as agent for such subsidiaries and affiliates. Customer further agrees to defend, indemnify, and hold harmless ACME, LLC from any and all claims, injuries, damages, losses or suits, including, without limitation, attorneys' fees and costs, arising out of, or in connection with any attempt to disgorge or recover payments to ACME, LLC made on behalf of Customer by a subsidiary and affiliate on the grounds that such payment was improper, unauthorized, or constituted a fraudulent transfer.

If Customer fails to comply with these payment terms, ACME, LLC may, at its sole discretion, and without notice, immediately terminate any agreements it has with Customer. Upon such termination all amounts owed by Customer to ACME, LLC shall become immediately due and payable.

Dispute Resolution - Arbitration

Any dispute of any sort that might arise between ACME, LLC and Customer, including any matters or disputes relating to or arising from the purchase or use of any product, service, or information offered or made available through ACME, LLC, or arising from or relating to any communication between Customer and ACME, LLC or its agents, will be resolved by binding arbitration, rather than in court, and solely on an individual basis and not in a class, consolidated or representative action, except that Customer may assert claims in small claims court if Customer's claims qualify.

Customer acknowledges and agrees that it is waiving the right to sue or go to court to secure relief. The Federal Arbitration Act and federal arbitration law apply to all disputes between ACME, LLC and Customer, including any disputes relating to or arising from any purchases made by Customer.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages).

To begin an arbitration proceeding, Customer must send a letter requesting arbitration and describing its claim to ACME, LLC's registered agent, LouAnn Mullins, P.O. Box 237, Blanco, TX 78606.

Payments Due During Covid-19

All Customer payments which were due prior to March 13th, 2020 must be paid immediately. If interest is owed by that date, it must also be paid. Please contact ACME, LLC at louann@acmemedicaltraining.com for questions or concerns about payments due after March 13th, 2020.