

## **Terms and Conditions of Sale**

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

These terms and conditions apply to the purchase and sale of products and services through [www.medispa-resources.com](http://www.medispa-resources.com) (referred to as the "site"). By placing an order for such products and services, you agree to be bound by and accept these terms and conditions. If you do not agree to these terms and conditions, you should not obtain products or services from this site. These terms and conditions are subject to change by Medispa Resources (referred to as "us" or "we") without prior written notice at any time, in our sole discretion. The latest version of the terms and conditions will be posted on this site, and you should review these terms and conditions prior to purchasing any product and services that are available through this site. These terms and conditions are an integral part of the Site Terms of Use that apply generally to the use of our site. You should also carefully review our Privacy Policy before placing an order for goods or services through this site.

### **1. Order Acceptance and Cancellation**

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, decline, or limit your order for any reason, whether or not your credit card has been charged. If your credit card has been charged and your order is canceled, you will receive a prompt refund credit to your account. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item.

Once an order has been placed, it cannot be cancelled unless the shipment is unavoidably delayed. In this case, we will do our best to cancel the order if requested.

We are a reseller to distributors and end user customers. We make every effort to maintain the availability of our site. However, should we experience technical difficulties, we are not responsible for orders that are not processed or accepted.

## 2. **Payment Terms and Sales Taxes**

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us prior to our acceptance of an order.

We accept VISA and MasterCard credit cards for all purchases. You represent and warrant that: (i) the credit card information you supply to us is true, correct and complete; (ii) charges incurred by you will be honored by your credit card company; and (iii) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

All payments must be in United States dollars. Current billing address and phone information must be included with every order. You agree to pay interest on all past-due sums at the highest rate allowed by law. We retain a security interest in the products and all proceeds thereof until the full purchase price therefore (including taxes and additional charges) has been paid.

Charges for shipping and handling will be made in accordance with our then-current shipping policies, as described below.

## 3. **Changes in Products and Pricing**

We are constantly updating and revising our offerings of products and services, and we may discontinue products and services at any time without notice. To the extent that we provide information on availability of products or services, you should not rely on such information, and we will not be liable for any lack of availability of products or services that you may order through our site.

All pricing for the products and services available on our site is subject to change. For all of our prices and products, we reserve the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances.

## 4. **Shipping Policy**

We offer a variety of shipping options to meet your shipping needs. We use only premium carriers (UPS, U.S. Postal Service) with Next Day, 2nd Day and Ground delivery options available for many items. Please check the individual product page for specific delivery options. All deliveries are insured and guaranteed against loss, theft and damage. All shipping prices are quoted in United States dollars. No C.O.D. orders can be accepted.

Please note the posted shipping time frame is listed on the individual product page and may vary from item to item. The posted shipping time frame is contingent upon credit card approval and may be delayed should we experience difficulties in obtaining authorization.

There may be occasional delays beyond the posted order processing time. If the delay is more than seven business days, we will send you an e-mail message notifying you of the delay. If the delay will be less than seven business days, we will ship the product as soon as it is received. If your product is on backorder for more than 10 business days, we will send you an e-mail message asking if you want to cancel the order. If you do not advise us that you would like to cancel the order, we will keep the order active and continue to send you inquiries every 10 business days until the order is cancelled or delivery occurs.

These shipping terms are accepted by you by placing an order with us.

#### **5. Advertising Disclaimer and Trademarks**

The descriptions of products and services that are posted on our site are the representations of our suppliers. We are not responsible for the accuracy of such descriptions, nor are we responsible for typographical, pricing, product information, advertising or shipping errors.

In the event a product or service is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, we shall have the right to refuse or cancel any orders placed for products or services listed at the incorrect price. We shall 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 cancelled, we will immediately issue a credit to your credit card account in the amount of the charge.

All trademarks and registered trademarks relating to products and services available through our site are the sole property of their respective owners. Photographs courtesy of the respective manufacturers.

#### **6. Disclaimer and Limitation of Liability**

Our responsibility for defects relating to the products and services available on our site is limited to the procedures described in our return policy set forth below.

ALL PRODUCTS AND SERVICES AVAILABLE ON THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANT OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT THE PRODUCTS AND SERVICES AVAILABLE ON THIS SITE WILL MEET YOUR REQUIREMENTS; THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCTS OR SERVICES WILL BE EFFECTIVE, ACCURATE OR RELIABLE; OR THE QUALITY OF ANY PRODUCTS OR SERVICES WILL MEET YOUR EXPECTATIONS. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS AND SERVICES THAT ARE NOT AVAILABLE. IN NO EVENT SHALL WE OR OUR PARENT, SUBSIDIARIES, AFFILIATED COMPANIES, AGENTS, SHAREHOLDERS, EMPLOYEES, OR OFFICERS (COLLECTIVELY, OUR "AFFILIATES") HAVE ANY OBLIGATIONS OR LIABILITIES TO YOU OR ANY OTHER PERSON FOR LOSS OF PROFITS, FOR LOSS OF BUSINESS OR USE, OR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OR IN CONNECTION WITH THE SALE, DELIVERY, USE, REPAIR OR PERFORMANCE OF THE PRODUCTS AVAILABLE THROUGH THIS SITE. NONE OF OUR EMPLOYEES OR REPRESENTATIVES ARE AUTHORIZED TO MODIFY THIS LIMITATION. OUR SOLE AND ENTIRE MAXIMUM LIABILITY (AND THE LIABILITY OF ANY OF THE PROVIDERS OF PRODUCTS AND SERVICES AVAILABLE ON OUR SITE), FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND SERVICES YOU HAVE ORDERED THROUGH OUR SITE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO YOUR PURCHASE OF PRODUCTS AND SERVICES.

#### 7. **Warranty and Return Policy**

Most of the products and services available through our site are covered under the manufacturer's warranty, which is detailed in the product's description. If applicable, manufacturer's warranties apply from the date of shipment. You understand that we do not operate or control the products or services offered by

the manufacturers participating on our site, and you agree that under no circumstances will we be liable for any damages arising out of the failure of any manufacturer to fulfill its obligations to you under any warranty, repair, customer support or similar policies covering products and services that you may purchase through our site.

We do not offer any warranties with respect to the products and services available through our site. All products offered are for personal use so we do not accept returns of products for any reason except as noted below.

If your order arrives in a damaged condition, save the merchandise AND the original box and packing it arrived in, and notify us immediately to arrange for a carrier inspection and a pick up of the damaged merchandise.

DEFECTIVE returns can be returned directly to us within 30 days from the invoice date for, at our discretion, credit, replacement, exchange or repair. Manufacturer restrictions do apply. Any item that is missing the UPC can ONLY be replaced with the same item. After 30 days, all manufacturers' warranties apply and you should contact the appropriate warrant service provider identified in the product description.

Some manufacturers do not accept returns of certain items for exchange, replacement or credit FOR ANY REASON, and you should check the information provided with the description of the particular product. DEFECTIVE merchandise can be returned for REPAIR only to the manufacturer directly or to any authorized service center in your area. See the description of the particular product for warranty information as provided by the manufacturer.

Questions regarding our warranty and return policies should be addressed via e-mail to [info@medispa-resources.com](mailto:info@medispa-resources.com) or by regular mail to Medispa Resources, Attention: Merchandising, 371 Bel Marin Keys Blvd., Suite 220, Novato, CA 94949. These policies set forth your sole and exclusive rights with respect to return of products and services that you may purchase through our site.

## 7. **Privacy and Customer Information**

We are committed to protecting your privacy. To make your shopping experience more convenient, we gather information about you. We maintain the privacy of your information using security technologies and adhere to policies that prevent unauthorized use of your personal information. See our Privacy Policy.

## 8. **Service and Support**

All requests for technical service and support with respect to the products and services available through our site should be made directly to the manufacturer in accordance with their terms and conditions as set forth in the manual and relating information accompanying their products. Should you have any other questions or concerns, you should contact us by e-mail at [info@medispa-resources.com](mailto:info@medispa-resources.com) or by mail at Medispa Resources, Attention: Merchandising, 371 Bel Marin Keys Blvd., Suite 220, Novato, CA 94949. We will do our best to help you; however, we cannot guarantee that every problem will be resolved to your satisfaction.

Except as explicitly noted on this site, the services available through this site are offered by Medispa Resources, a California corporation, located at 371 Bel Marin Keys Blvd., Suite 220, Novato, California 94949. Our telephone number is [number]. If you are a California resident, you may have this same information e-mailed to you by sending a letter to the foregoing address with your e-mail address and a request for this information. The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 371 Bel Marin Keys Blvd., Suite 220, Novato, California 94949, or by telephone at 415.475.5155.

9. **Force Majeure**

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and service available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

10. **Entire Agreement and Other Documents**

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these terms and conditions, these terms and conditions shall take precedence.

11. **Governing Law and Statute of Limitations**

This site (excluding linked site) is controlled by us from our offices within the State of California, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of California, by accessing this site both of us agree that the statutes and laws of the State of California, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue of the Superior Court of Marin County and the United States District Court for the Northern District of California with respect to such matters.

Any cause of action brought by you against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

12. **Disclaimer**

We make no representation that the products and services available through our site are appropriate or available for use in all states, and accessing them from territories where such products and services are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. The material included in this web site shall not constitute an offer to sell insurance or a solicitation of an offer to buy insurance in any state in which such offer, solicitation or sale would be illegal.