

## **TERMS OF SALE**

PLEASE READ THESE TERMS OF SALE ("TERMS") CAREFULLY. THESE TERMS APPLY TO AND GOVERN YOUR PURCHASE OF ANY PRODUCTS VIA PCKB INC.'S WEBSITE (THE "SITE"), AND CONSTITUTE A VALID, BINDING AND ENFORCEABLE AGREEMENT ("AGREEMENT") BETWEEN YOU AND PCKB, INC., ITS AFFILIATES, AND AFFILIATED BRANDS ("PCKB," "WE," "US" or "OUR").

We reserve the right to change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide you with notice of such changes by posting a notice on our Site or updating the date at the bottom of these Terms.

### **Eligibility**

You may not make a purchase from the Site unless you are at least 18 years of age. You further represent and warrant that you have full power and authority to enter into this Agreement.

### **Product Description Errors**

We attempt to be as accurate as possible when describing our products on our Site and to eliminate any errors. However, we do not warrant that any product, service, description, photograph, pricing or other information is accurate, complete, reliable, current or error-free. In the event of an error, whether on our Site, in an order confirmation, in processing an order, delivering a product or service or otherwise, we reserve the right to correct such error and revise your order accordingly, if necessary (including charging the correct price), or to cancel the order and refund any amount charged. Your sole remedy in the event of such error is to cancel your order and obtain a refund.

### **Pricing and Availability**

Except where otherwise noted, all prices are shown in U.S. dollars; taxes, shipping and handling charges are additional and will be shown on your invoice at checkout. All items are subject to availability and we reserve the right to impose quantity limits on any order, to reject or cancel all or part of an order and to discontinue products or services without notice, even if you have already placed your order. All prices are subject to change without notice and you agree that taxes may be adjusted from the amount shown on the billing screens. Several factors may cause this, such as variances between processor programs and changes in tax rates.

### **Shipping and Handling**

No shipment shall be made until payment has been confirmed and received in full. We reserve the right to increase, decrease and add or eliminate charges from time to time and without prior notice, so you agree to check all charges before placing an order or signing up for a service. Generally, shipping is by standard ground delivery. Any shipping or handling charges may or may not reflect actual costs. Any shipping times shown on the Site are estimates only – actual delivery dates may vary. You agree that you will not obtain or direct shipment of product for export. Title and risk of loss pass to you upon our delivery of product to the carrier. You should carefully inspect your purchased product immediately upon delivery.

### **Payment and Credits**

Accepted payment methods include valid credit/debit cards (Visa, Mastercard, Amex and Discovery) and all refunds will be credited to the same form of payment. By submitting your order, you represent and warrant that you are authorized to use the designated form of payment and authorize us to charge your order (including taxes, shipping, handling and any other amounts described on our Site) to that form of payment. If the form of payment cannot be verified, is invalid, or is not otherwise acceptable, your order may be suspended or cancelled automatically. You agree to keep all payment information current and that we may submit charges for processing even if the card has expired or changed by the time we submit it. You must resolve any problem we encounter in order to proceed with your order.

### **Returns and Exchanges**

Any tub or special orders may not be returned. Other items can be returned within 30 days of receipt. A restocking fee of 25% or more (varies among manufacturers) will be charged. Initial shipping charges are not refundable and the customer is responsible for shipping the items back to the manufacture. Returned items must be returned in the original packaging and in 100% resalable condition. Returns are inspected upon receipt, if found to be not saleable, a refund will not be issued. No unauthorized returns will be accepted. Please contact us prior to returning any items. All returns must have Returned Goods Authorization Number (RGA) clearly marked on the package. No credit will be issued without this number. PCKB does not take title to returned items until the item returns to our physical store/warehouse.

### **Warranty Disclaimer**

EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND/OR SERVICES PROVIDED BY PCKB AND ITS EMPLOYEES AND AGENTS ARE PROVIDED "AS IS," "WHERE IS," AND "WITH ALL FAULTS." TO THE FULL EXTENT PERMISSIBLE BY LAW,

PCKB MAKES NO, AND HEREBY DISCLAIMS, WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE WITH RESPECT TO THE PRODUCTS REFERRED TO HEREIN. YOUR SOLE AND EXCLUSIVE WARRANTY, IF ANY, IS THAT PROVIDED BY THE APPLICABLE THIRD-PARTY MANUFACTURER, DISTRIBUTOR, OR SELLOR THE TERMS OF WHICH WILL BE FURNISHED UPON REQUEST.

### **Exclusivity of Remedy**

Your sole and exclusive remedy, and PCKB'S sole and exclusive liability, for any breach of warranty shall be your right to return the product or receive a refund for the PRODUCT under the PCKB returns and exchanges policy. PCKB WILL NOT BE LIABLE FOR ANY LABOR OR OTHER EXPENSES OR FOR DAMAGES OF ANY OTHER KIND OR NATURE INCURRED IN CONNECTION WITH THE SALE, USE OR REPLACEMENT OF ANY DEFECTIVE PRODUCTS OR PARTS OR PORTIONS THEREOF.

### **Limitation of Liability**

IN NO EVENT SHALL PCKB, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOSS OF BUSINESS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL THE AGGREGATE LIABILITY OF PCKB, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE PURCHASE OR USE OF ANY PRODUCTS OR SERVICES PURCHASED THROUGH OUR SITE. IN NO EVENT WILL PCKB'S LIABILITY FOR DIRECT DAMAGES FOR PRODUCTS OR SERVICES PURCHASED THROUGH OUR SITE EXCEED THE PURCHASE PRICE OF THE PRODUCT OR SERVICE. PCKB neither assumes nor authorizes any other person to assume for it any other liabilities in connection with the sale of use of its products

### **Arbitration and Miscellaneous**

With respect to any dispute regarding any product purchased or any purchase made via the Site, all rights and obligations and all actions contemplated by these Terms

shall be governed by the laws of the State of California, USA, as if the Terms were a contract wholly entered into and wholly performed within the State of California, USA. Any such dispute shall be submitted to confidential arbitration or mediation within the State of California, USA, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights or the intellectual property rights of our affiliates, partners or licensors, we may seek injunctive or other appropriate relief in any state or federal court in the State of California, USA, and you agree to exclusive jurisdiction and venue in such courts. Arbitration under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgement in any court of competent jurisdiction. Each party shall be responsible for its own costs associated with the arbitration and shall share the costs of the arbitrator equally. The arbitrator will not be permitted to assess damages contrary to these Terms, including punitive damages or attorneys' fees. THE PARTIES AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND IN THE NAME OF AN INDIVIDUAL OR ENTITY. CLAIMS MUST PROCEED ON AN INDIVIDUAL AND NON-REPRESENTATIVE BASIS, AND CLAIMS OF TWO OR MORE PERSONS MAY NOT BE JOINED OR CONSOLIDATED IN THE SAME ARBITRATION UNLESS ARISING FROM THE SAME TRANSACTION. NEITHER PARTY MAY PURSUE CLAIMS IN ARBITRATION AS A CLASS ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION, NOR MAY ANY SUCH CLAIMS BE PURSUED BY OR ON BEHALF OF EITHER PARTY IN ANY COURT, INCLUDING ASSIGNED CLAIMS. THE ARBITRATOR SHALL BE AUTHORIZED TO AWARD RELIEF ONLY ON AN INDIVIDUAL AND NON-CLASS, NON-REPRESENTATIVE BASIS. If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.