

5/17/2020

1. **Applicability.** These terms and conditions of sale (these “Terms”) are between Hollspa Products LLC (referred to as “us”, “we”, or “our” as the context may require) and the person or entity that places an order of products or services from us through [www.hollspa.com](http://www.hollspa.com) (the “Website”), or otherwise. By placing an order for products or services from the Website, you accept and are bound by these Terms, and agree as follows:

2. **Order and Cancellation.** Your order is an offer to buy, under these Terms, all products and services listed in your order. After having received your order, we will send you a confirmation email with your order number and details of the items you have ordered. You have the option to cancel your order at any time before we have processed your order for shipping by contacting us at [support@hollspa.com](mailto:support@hollspa.com) or 1.800.215.0203. You are deemed to have accepted the products and services purchased by you as conforming goods upon the delivery of those products and services to you. Any terms in a purchase order or other communication from you (including but not limited to electronic communications and facsimile) that are additional to or different from these Terms, shall be deemed rejected by us. In the event of a conflict between a purchase order or other terms or conditions from you, these Terms shall control.

3. **Prices and Payment Terms.**

(a) All prices posted on the Website are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your order total and will be itemized in your shopping cart. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

(b) Payment terms are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. You represent and warrant that (i) the payment information (e.g. credit card information) you supply to us is true, correct, and complete, (ii) you are duly authorized to use such payment method for the purchase, and (iii) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

4. **Shipments; Delivery; Title and Risk of Loss.** We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. We may, in our sole discretion, without liability or penalty, make partial shipments of products to you. You will pay all shipping and handling charges specified during the ordering process. Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any loss, damage, or delays in transit relating to your order.

5. **Returns and Refunds.** Except for wall displays, vignette displays, custom items, and any other products designated on the Website as non-returnable, we have the option to accept your return of the products for a refund, provided such return is made within 90 days of shipment and provided such products are returned in unused and unopened condition in the original packaging. To return products, you must obtain a Return Merchandise Authorization (“RMA”) number before shipping your product. To request an RMA, you must email us at [support@hollspa.com](mailto:support@hollspa.com). RMA numbers automatically expire 60 days from being issued to you. No returns of any type will be accepted without an RMA number. You are responsible for all shipping and handling charges on returned items and you bear the risk of loss during shipment. All returns are subject to a 25% restocking fee. Your refund will be credited back to the same payment method used to make the original purchase, less return shipping and handling costs and the restocking fee, as listed above.

6. **Documentation - Installation, Maintenance, and Care.** You represent and warrant that you shall use, maintain, care for and install the products that you purchase from us in accordance with any and all specifications, instructions, and other documentation provided to you by us, whether through the Website available here [www.hollspa.com/productcare](http://www.hollspa.com/productcare) or otherwise included in the product packaging (collectively, the “Documentation”), and in accordance with industry standard guidelines. The Documentation is incorporated into these Terms.

7. **LIMITED WARRANTY: THIRD PARTY PRODUCTS.** Our limited warranty here [www.hollspa.com/limitedwarranty](http://www.hollspa.com/limitedwarranty) (the “Limited Warranty”) applies to certain products, as listed on our website. The Limited Warranty is hereby incorporated into these Terms. **THE REMEDIES DESCRIBED IN THE LIMITED WARRANTY ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY.** Any and all products manufactured by a third party that you purchase using the Website or otherwise (“Third Party Product”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, products manufactured by us. Third Party Products are not covered by the Limited Warranty. For the avoidance of doubt, **WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY WARRANTY OF MERCHANTABILITY; WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

8. **Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States including the Export Control Reform Act of 2018 (“ECRA”), the Export Administration Regulations (15 C.F.R. 768-799) for which ECRA is permanent statutory authority, the International Traffic in Arms Regulations (22 C.F.R. 120-128 and 130) and their successor and supplemental regulations, as applicable.

9. **Intellectual Property Use and Ownership.** You acknowledge and agree that we and our licensor(s) are and will remain the sole and exclusive owners of all intellectual property rights in and to each product and service made available on the Website and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, and trademarks and other

intellectual property rights. You do not and will not have or acquire any ownership of these intellectual property rights in or to the products or services made available through the Website, or of any intellectual property rights relating to those products or services.

**10. Changes.** We may change or modify these Terms without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on the Website. Your purchase of products or services from us or other continued use of the Website after a posted change in these Terms will constitute your acceptance of and agreement to such modifications and the then-current version of these Terms.

**11. Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

**12. Governing Law; Venue in Maryland.** All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Maryland. You and we agree that all litigation and other proceedings arising out of or relating to these Terms, the transactions contemplated by these Terms, or the products or services purchased by you from us shall be brought exclusively in the State courts located in Montgomery County, Maryland or U.S. District Court For The District Of Maryland – Greenbelt Division, as the case may be, and each party consents to the personal jurisdiction of such court and waives any defense of inconvenient forum or lack of jurisdiction.

**13. LIMITATION OF LIABILITY. SUBJECT TO SECTION 7 AND THE LIMITED WARRANTY (IF APPLICABLE): (A) TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY THIRD PARTY PRODUCTS OR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE TRANSACTIONS CONTEMPLATED BY THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID TO US BY YOU IN THE SIX MONTHS PRIOR TO THE EVENTS GIVING RISE TO THE CLAIM, OR \$1,000, WHICHEVER IS LESS. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING THE FAILURE OF THIS REMEDY OF ITS ESSENTIAL PURPOSE.**

**14. Assignment.** You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent, which we may withhold in our sole discretion. Any purported assignment or delegation in violation of this Section 14 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

**15. No Waivers.** The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of ours.

**16. Third Party Beneficiaries.** These Terms do not and are not intended to confer any rights or remedies upon any third party other than our equity owners and affiliates.

**17. Notices.**

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Website. Notices sent by email will be effective when we send the email and notices we provide by posting to the Website will be effective upon posting by us. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us by email to [support@hollspa.com](mailto:support@hollspa.com) or by nationally recognized overnight carrier to the mailing address listed here: [www.hollspa.com/contact-us](http://www.hollspa.com/contact-us). We may update the email address or mailing address for notices to us by posting a notice on the Website. Notices provided by email or nationally recognized overnight carrier will be effective one business day after they are sent by you.

**18. Severability.** If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

**19. Entire Agreement.** The contents of any and all pages of the Website that are hyperlinked in these Terms are hereby incorporated herein by reference. Our order confirmation, these Terms, the Documentation, the Limited Warranty (if applicable), and any other documents or materials incorporated into these Terms shall be deemed the final and integrated agreement between you and us on the matters contained in these Terms.