

# TERMS AND CONDITIONS

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

THESE TERMS AND CONDITIONS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER FOR PRODUCTS FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU REPRESENT AND WARRANT THAT YOU ARE 18 YEARS OF AGE OR OLDER AND OF LEGAL AGE TO FORM A BINDING CONTRACT WITH THE COMPANY AND MEET ALL COMPANY ELIGIBILITY REQUIREMENTS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH AEROSOURCE H, LLC, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS OR GOODS BY APPLICABLE LAW.

THE STATEMENTS MADE REGARDING THE COMPANY'S PRODUCTS HAVE NOT BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION. THE EFFICACY OF THE COMPANY'S PRODUCTS HAS NOT BEEN CONFIRMED BY FDA-APPROVED RESEARCH. THE COMPANY'S PRODUCTS ARE NOT INTENDED TO DIAGNOSE, TREAT, CURE OR PREVENT ANY DISEASE. ALL INFORMATION PRESENTED HERE IS NOT MEANT AS A SUBSTITUTE FOR OR ALTERNATIVE TO INFORMATION FROM HEALTHCARE PRACTITIONERS. PLEASE CONSULT YOUR HEALTHCARE PROFESSIONAL ABOUT POTENTIAL INTERACTIONS OR OTHER POSSIBLE COMPLICATIONS BEFORE USING ANY PRODUCT. THE FEDERAL FOOD, DRUG AND COSMETIC ACT REQUIRES THIS NOTICE.

These terms and conditions for online sales (these "Terms of Sale") apply to the purchase and sale of products through <https://www.aerosourceh.com> (the "Web Site"). These Terms of Sale are subject to change by Aerosource H, LLC (referred to as "us," "we," or "our" as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Terms of Sale will be posted on this Web Site, and you should review these Terms of Sale before purchasing any products that are available through this Web Site. Your continued

use of this Web Site after a posted change in these Terms of Sale will constitute your acceptance of and agreement to such changes.

These Terms of Sale are an integral part of the Website Terms of Use ([www.aerosourceh.com/termsfuse](http://www.aerosourceh.com/termsfuse)) that apply generally to the use of our Web Site. You should also carefully review our Privacy Policy([www.aerosourceh.com/PrivacyPolicy](http://www.aerosourceh.com/PrivacyPolicy)) before placing an order for products through this WebSite (see Section 8).

**2. Order Acceptance and Cancellation.** You agree that your order is an offer to buy, under these Terms of Sale, all products listed in your order. All orders must be accepted by us or we will not be obligated to sell the products to you. We may choose not to accept any orders in our sole discretion. After having received your order, we will send you a confirmation email with your order number and details of the items you have ordered. Acceptance of your order and the formation of the contract of sale between Aerosource H, LLC and you will not take place unless and until you have received your order confirmation email. You have the option to cancel your order at any time before we have sent your order confirmation email by calling our Customer ServiceDepartment at303.927.6130.

### **3. Prices and Payment Terms.**

a)All prices posted on this website are subject to change without notice. The price charged for a product 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 merchandise total and will be itemized in your shopping cart and in your order confirmation email. 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)Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept VISA, MasterCard, andAmericanExpress®forall purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii)you are duly authorized to use such credit card for the purchase,(iii) charges incurred by you will be honored by your credit card company, and (iv)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.**

a)We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process.

b) 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 delays in shipments.

**5. Returns and Refunds.** Because of the high level of care and inspection that occurs prior to shipping, and your acceptance of our test results that are commensurate with sale, all sales are final and we do not accept returns or refunds of our CBD Products.

## **6. PRODUCTS SOLD “AS IS” “WHERE IS” “WHERE AVAILABLE”**

**ALL PRODUCTS PURCHASED FROM THE WEBSITE ARE SOLD ON AN “AS IS” “WHERE-IS” AND “WHERE AVAILABLE” BASIS WITH NO WARRANTY, EXPRESSLY WRITTEN OR IMPLIED.**

**WE EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO PRODUCT REPLACEMENT OR PURCHASE PRICE REFUND, AT OUR OPTION. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT, ADVICE OR TESTIMONIAL PROVIDED BY US OR ANY OF OUR AGENTS, EMPLOYEES OR CUSTOMERS WILL CREATE A WARRANTY. THE REMEDIES OF PURCHASE PRICE REFUND OR PRODUCT REPLACEMENT, AT OUR OPTION, ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY DEFECTIVE PRODUCTS. OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT OR SERVICE THAT YOU HAVE PURCHASED THROUGH THE WEB SITE, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**7. Goods Not for Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States. You represent and warrant that you are buying products from the Web Site for your own personal or household use only, and not for resale or export.

**8. Privacy.** Our Privacy Policy, [www.aerosourceh.com/PrivacyPolicy](http://www.aerosourceh.com/PrivacyPolicy), governs the processing of all personal data collected from you in connection with your purchase of products through the Web Site.

**9. Force Majeure.** We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms of Sale, for any failure or delay in our performance under these Terms of Sale 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, 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.

**10. Governing Law and Jurisdiction.** All matters arising out of or relating to these Terms are exclusively governed by and construed in accordance with the laws of the State of Kentucky without giving effect to any choice or conflict of law provision or rule (whether of the State of Kentucky or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Kentucky.

**11. Dispute Resolution and Binding Arbitration.**

a) YOU AND AEROSOURCE H, LLC ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS THROUGH THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

b) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section 11. (The AAA Rules are available at [www.adr.org/arb\\_med](http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be

empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

We will be responsible for paying any individual consumer's arbitration/arbitrator fees.

c) You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention do so within sixty (60) days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

d) You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR AEROSOURCE H, LLC WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

**12. Assignment.** You will not assign any of your rights or delegate any of your obligations under these Terms of Sale without our prior written consent. Any purported assignment or delegation in violation of this Section 12 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms of Sale.

**13. No Waivers.** The failure by us to enforce any right or provision of these Terms of Sale 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 Aerosource H, LLC.

**14. No Third Party Beneficiaries.** These Terms of Sale do not and are not intended to confer any rights or remedies upon any person other than you.

**15. Notices.**

a) To You. We may provide any notice to you under these Terms of Sale by: (i) sending a message to the email address you provide or (ii) by posting to the Web

Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

b) To Us. To give us notice under these Terms of Sale, you must contact us as follows: (i) by e-mail to [info@aerosourceh.com](mailto:info@aerosourceh.com); or (ii) by personal delivery, overnight courier or registered or certified mail to: Aerosource H, LLC 101 Liberty Drive Kevil, KY 42053. We may update the e-mail address or address for notices to us by posting a notice on the Web Site. Notices provided by personal delivery will be effective immediately. Notices provided by transmission-mail or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

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

**17. Entire Agreement.** These Terms of Sale, our Website Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms of Sale.