

TERMS OF SALE

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XUPERMASK reserves the right to make changes to terms, price, materials, specifications, models, or to the packaging at any time without prior notice. For the latest version of the XUPERMASK Privacy Policy, please consult the website.

This Terms of Sale (“Agreement”) applies to the purchases you make through XUPERMASK websites that are provided in the United States and that link to this Agreement (“Sites”). This Agreement is a legal agreement between you and XUPERMASK OPCO LLC and its corporate affiliates, subsidiaries, and divisions as may change from time to time (collectively, “XUPERMASK,” “we,” “us,” and “our”). This Agreement applies to the purchases of products and/or services (“Products”) on or through the Sites. Based on your territory and/or the delivery territory of the Products, a different version of these Terms of Sale may apply. If this is the case, such different version will be presented to you on the Sites at the point of purchase.

PLEASE READ THIS AGREEMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS. BY PURCHASING A PRODUCT ON THE SITES, YOU ARE ALSO BOUND BY THE XUPERMASK PRIVACY POLICY AND TERMS & CONDITIONS, WHICH ARE INCORPORATED HEREIN BY REFERENCE. PLEASE NOTE THAT THE TERMS & CONDITIONS CONTAINS A MANDATORY DISPUTE RESOLUTION CLAUSE THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ORDER OR KEEP YOUR PRODUCTS.

1. PRICE AND AVAILABILITY

All Products offered for purchase on the Sites are subject to availability. The prices stated for such Products are subject to change without notice. Any XUPERMASK publication may include technical inaccuracies or typographical errors. XUPERMASK shall not be held responsible for any pricing, typographical, or other errors in such publications. Changes may be periodically made to these publications. These changes will be incorporated in new editions of these publications. XUPERMASK may make improvements or changes in the products or the programs described in these publications at any time without notice.

2. PROMOTIONAL OFFERS

All promotional offers made on the Sites are limited to purchases made from XUPERMASK and its participating authorized dealers, and are subject to the conditions of the offer. Purchases must be made during the specified promotional period to qualify.

3. ORDER ACCEPTANCE

We reserve the right, at our sole discretion, to cancel or refuse any order for any reason at any stage of the online ordering process, including after an order has been submitted and whether or not the order has been confirmed. Unless otherwise agreed to by XUPERMASK, payment must be received by XUPERMASK prior to acceptance of an order. Notwithstanding the foregoing, XUPERMASK may in its discretion choose not to charge your credit card until your order has been shipped. XUPERMASK may process payment for and ship parts of an order separately. Some situations that may result in cancellation include limitations on quantities available for purchase, inaccuracies, or errors in Product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will attempt to contact you if all or any portion of your order is cancelled, or if additional information is required to accept your order.

4. RESALE

Purchases made on the Sites are intended for end users only. Products sold through the Sites are not authorized for export. Your submission of your order shall constitute your full acceptance of these restrictions on resale. Your purchase may not be sold, leased, or transferred to restricted countries, restricted end users, or for restricted end uses according to U.S. export and sanctions laws.

5. PAYMENT METHODS AND FINANCING OPTIONS

For your convenience, we offer a wide array of payment methods to complete your purchase on XUPERMASK.com.

Credit/debit cards: We accept all major credit, debits cards, and digital forms of payment (Apple Pay, Google Pay, etc).

The payment amount is authorized and held by your financial institution at the time you place your order. Unless otherwise agreed to by XUPERMASK, payment must be received by XUPERMASK prior to acceptance of an order. Notwithstanding the foregoing, XUPERMASK may in its discretion choose not to charge your credit card until your order has been shipped.

Please note: Authorized and held amounts will not be available for other purchases. If an order is cancelled, the authorization hold will expire in accordance with the terms of your bank or financial institution.

6. DISCOUNT CODES

Discount codes are only valid for orders placed online on this website only.

- XUPERMASK reserves the right to decline orders where, in its opinion, a Discount code is invalid for the order being placed
- Discount codes are only valid on specific products while stocks last
- Only one Discount code can be used per order
- Discount codes are not valid in conjunction with any other promotion
- In the event of product returns, refunds will be given for cash used in the original purchase once the promotion is applied, minus any shipping, gift wrap, or gift card costs charged on the original order
- In the event of part of the order being returned, the value of the promotion applied on that order will be spread between the goods proportionately. The sum in cash exceeding this value, minus any shipping, gift wrap, or gift card costs charged on the original order, will be returned to the customer

7. ORDER CONFIRMATIONS AND CANCELLATIONS

a. What sort of order confirmation will I receive?

Once you place your order at the end of the checkout process, we will confirm your transaction with an order number. We recommend that you print and save a copy of this page for your records. With your permission, we will also send you an order confirmation by email.

b. Can I change or cancel my order before it has shipped?

Because we strive to process orders quickly, we are unable to cancel your order once placed. After you have received your order, you have the right to return or exchange any XUPERMASK product as described in our return policy.

8. SHIPPING AND DELIVERY

Shipping charges are based on the size of your Product order. When you make a purchase, the shipping charge is estimated in your basket. Product title passes to you when the Product

is shipped. You have thirty (30) days to notify XUPERMASK of any missing, wrong, or damaged portion of your purchase in accordance with the provisions set forth in this Section, or XUPERMASK cannot be held responsible for these issues.

We strive to keep all products sold on the Sites in stock, but high demand occasionally results in delayed shipment or an inability to fulfill any order.

9. ORDER TRACKING

You may track your order using your order number. Order information may not appear in the tracking system until shipment. Please wait 24 hours after receiving your shipping confirmation email to track your shipment.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL XUPERMASK OR ITS AFFILIATES, LICENSORS, VENDORS, SUCCESSOR ENTITIES, OR AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OTHER REPRESENTATIVES, HEIRS, OR ASSIGNS BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, INJURY, HARM, DEATH, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, OR COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES), ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS OR THE SITES, WHETHER OR NOT XUPERMASK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, VIOLATION OF STATUTE, OR OTHERWISE. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN ANY EVENT, OUR AGGREGATE LIABILITY WILL NOT EXCEED THE AMOUNT PAID FOR THE PRODUCT TO WHICH THE CLAIM RELATES OR, IF THE CLAIM DOES NOT RELATE TO A PRODUCT, \$100.

XUPERMASK DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITES OR ANY WEBSITE FEATURED OR LINKED TO THROUGH THE SITES, AND XUPERMASK WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. XUPERMASK WILL NOT BE LIABLE FOR THE OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. YOU VOLUNTARILY ASSUME THE RISK OF HARM OR DAMAGE FROM THE FOREGOING. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND TO THE FULLEST EXTENT PERMITTED BY LAW.

If you are a California resident, you hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." This release includes the criminal acts of others.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages such as above. Accordingly, some of the above limitations may not apply to you. If you are a New Jersey resident, or a resident of another state that permits the exclusion of these warranties and liabilities, then the limitations in this Section specifically do apply to you.

V5.03.15.21