

TERMS AND CONDITIONS OF SALE

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS OF SALE. THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT SUBMIT AN ORDER FROM THIS SITE.

INTRODUCTION

These Terms and Conditions of Sale (the “**Terms and Conditions of Sale**”) apply to your purchase of the SMARTSQUAT and other products offered on this website (the “**Site**”) or otherwise by Proven Fitness Solutions, LLC (“**us**,” “**we**” or “**our**,” as appropriate). By placing your order, you accept and are bound to these Terms and Conditions of Sale. If you do not agree to these Terms and Conditions of Sale, you should not purchase products or services from this Site.

These Terms and Conditions of Sale supplement our [Terms of Service](#) and [Privacy Policy](#) as described elsewhere on this Site, and the [Terms of Service](#) and [Privacy Policy](#) are incorporated herein by reference. By making a purchase, placing an order or otherwise shopping on this Site, you also accept and are bound by the [Terms of Service](#) and [Privacy Policy](#).

Our Site, these Terms and Conditions of Sale and our [Terms of Service](#) and [Privacy Policy](#) are subject to change without prior notice at any time, in our sole discretion, except that the Terms and Conditions of Sale posted on this Site at the time you place an order will govern the order in question, unless otherwise agreed in writing by us.

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 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.

PAYMENT TERMS, TAXES AND PRICING

Payment terms and methods are within our sole discretion and, unless otherwise agreed to in writing by us, all payments must be made at the time of purchase. All prices are subject to the addition of any applicable federal, state and/or local taxes/tariffs/duties and shipping and handling charges, which will be shown on and added to your invoice. Product prices, product availability and shipping charges and

methods are subject to change without notice. Your order is subject to cancellation by us, at our sole discretion.

We do not accept cash, COD, purchase orders or personal checks unless specific written arrangements have been made. We are not responsible for pricing, typographical or other errors on the Site, and we reserve the right to cancel any orders resulting from such errors. All amounts payable by you will be made without setoff or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, you shall notify us and shall pay such additional amounts to us as necessary to ensure that the net amount that we receive, after such deduction and withholding, equals the amount we would have received if no such deduction or withholding had been required. Additionally, you shall provide us with documentation that the withholding and deducted amounts have been paid to the relevant taxing authority.

We accept 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.

You may be required to provide your credit card or bank account details one of the following Payment Service Providers retained by us: Shopify, Paypal and Amazon Pay (individually and collectively, the “PSPs”). You may be required to register with the PSPs, agree to service terms of the PSPs and go through a vetting process at the request of the PSPs to set up an account with the PSPs. Service terms for each of the PSPs are available at the following links (each, “PSP Agreement”): [Shopify Terms of Service](#); [Paypal User Agreement](#); [Amazon Payments, Inc. Customer Agreement](#). By accepting these Terms and Conditions of Sale, you agree that you have reviewed and agreed to the PSP Agreements. Please note that the Company has no obligations or liability to you under any PSP Agreement.

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.

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.

SHIPPING, HANDLING, DELIVERY AND RETURNS

We will arrange to ship products to you. Title and risk of loss to products pass to you when our designated carrier delivers products to the address you specify. You must notify us of damaged or missing items from your order within 5 days after you receive your product from our designated carrier. If you return damaged product to us within the 5-day window described above, then we will pay for return shipping through our designated carrier.

We endeavor to deliver products ordered through our Site as soon as possible after you place your order. However, all shipping and delivery dates are estimates only and we will have no liability to you for delays associated with shipping and delivery. Shipping and handling charges are additional unless otherwise expressly indicated at the time of sale or in respect of returns of damaged goods as provided in the previous paragraph.

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 only an estimate and is contingent upon credit card approval and may be delayed should we experience difficulties in obtaining authorization.

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

30-DAY MONEY BACK GUARANTEE

You may return the SMARTSQUAT up to 30 days after it has been delivered to you by the carrier. Limit one SMARTSQUAT return per customer. To return your SMARTSQUAT you must follow our return procedures, including obtaining a return merchandise authorization (RMA) kit and returning your SMARTSQUAT within three (3) days after you receive an RMA kit.

We will refund the original purchase price of your SMARTSQUAT after we receive your return. SHIPPING & HANDLING, DELIVERY AND SIMILAR FEES (INCLUDING RELATED SALES TAXES) ARE NOT REFUNDABLE. YOU WILL BE CHARGED A \$10.00 RESTOCKING CHARGE AND ARE RESPONSIBLE FOR PAYING SHIPPING AND HANDLING AND FOR ANY RISK OF LOSS TO THE PRODUCTS UNTIL WE RECEIVE THEM. Returned products must be in the same condition as you received them. THIS RETURN POLICY IS NOT A WARRANTY. NOTE: We will not accept for return more than one SMARTSQUAT per customer or for any products you purchased from a reseller. Additional restrictions may apply. Please visit our Site for more information.

Failure to return your SMARTSQUAT within the applicable return period will be deemed to be an acceptance of the product. If you return your SMARTSQUAT to us without a return authorization number from us, we retain the right to refuse delivery of such return. Refunds will be issued in the same form as the original payment. Please allow up to thirty days after our receipt of the returned product for us to credit your account.

LIMITED WARRANTY, DISCLAIMERS, LIMITATION OF LIABILITY

We warrant that for two (2) years from the date your SMARTSQUAT is delivered to you by the carrier (the "**Warranty Period**") the SMARTSQUAT will hold a total weight of up to 900 pounds without breaking or experiencing damage that would affect your use of the SMARTSQUAT for its intended

purpose (the “**Limited Warranty**”). If your SMARTSQUAT breaks or develops a crack that is easily visible to the naked eye that makes the board unsafe to perform as intended, please contact us [here](#), provide pictures of your damaged SMARTSQUAT and we will, at our option, upon your return of the defective SMARTSQUAT to us, either (i) refund your purchase price (less shipping costs and any sales tax) or (ii) provide you a replacement board free of charge. Any replacement SMARTSQUAT will be warranted for the remainder of the original Warranty Period or 30 days from the date of shipment of the replacement SMARTSQUAT, whichever is longer. Purchasing additional SMARTSQUATS from us does not extend this Warranty Period.

We shall have no obligation to you with respect to providing any warranty on any SMARTSQUAT for which we have not received full payment from you. OUR WARRANTIES DO NOT EXTEND BEYOND THE ORIGINAL BUYER AND MAY NOT BE TRANSFERRED, ASSIGNED OR PASSED THROUGH BY YOU.

THE LIMITED WARRANTY DOES NOT COVER MISUSE OR MINOR SURFACE IMPERFECTIONS THAT DO NOT MATERIALLY ALTER FUNCTIONALITY. WE DO NOT WARRANT AND ARE NOT RESPONSIBLE FOR DAMAGES CAUSED BY NORMAL WEAR AND TEAR, MISUSE, ABUSE, ACCIDENTS, NEGLIGENCE, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF THE SMARTSQUAT WITH ANY THIRD-PARTY PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER ANY THIRD-PARTY PRODUCTS.

THE LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE SMARTSQUAT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSED IN THESE TERMS AND CONDITIONS OF SALE, WE DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW. THE TERM OF ANY IMPLIED WARRANTIES THAT CANNOT BE DISCLAIMED ARE LIMITED TO THE WARRANTY PERIOD.

YOU ASSUME ALL RISK ASSOCIATED WITH THE USE OF THE SMARTSQUAT. THE MAXIMUM LIABILITY OF EACH PARTY TO THE OTHER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR THE SMARTSQUAT PLUS INTEREST AS ALLOWED BY LAW. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OTHER THAN THOSE DAMAGES THAT ARE INCAPABLE OF LIMITATION, EXCLUSION OR RESTRICTION UNDER APPLICABLE LAW. THE REMEDIES SET FORTH IN THESE TERMS AND CONDITIONS OF SALE SHALL APPLY EVEN IF THE REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

THESE TERMS AND CONDITIONS OF SALE GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

FORCE MAJEURE

While it is our goal is to meet all of our obligations to you, we may be unable or delayed by reason of matters or occurrences beyond our control, such as, but not limited to, acts of God, acts by you, or of civil commotion, delays in transportation, material shortages, strikes or other labor disturbances, fire,

flood, accident, riot, war, government intervention, embargoes, or equipment failures. We shall not be liable for any such failure or delay as a result of any such matter or occurrence wholly or partially beyond our control. Quantities are subject to availability. In the event of shortage, we may allocate sales and deliveries in our sole discretion.

WAIVER/INVALIDITY

Our failure to insist upon strict performance of any provisions hereof shall not be deemed a waiver of our right and remedies. If any provision of these Terms and Conditions of Sale is deemed by a court to be unenforceable, the remainder shall stay in effect.

SEVERANCE

Each provision of these Terms and Conditions of Sale shall be construed separately and independently of each other and the invalidity of any one part shall not affect the validity of any other part.

APPLICABLE LAW

These Terms and Conditions of Sale and all purchases hereunder shall be governed by and construed under the law of the State of Delaware, without regard to conflicts of laws rules. You agree that the courts of Delaware shall have exclusive jurisdiction over the parties for all disputes. Venue shall lie exclusively and only in the state and federal courts in Wilmington, Delaware. Except in the case of nonpayment, neither party may institute any action in any form arising out of these Terms and Conditions of Sale more than one (1) year after the cause of action has arisen.

INDEMNITY

You shall defend, indemnify and hold harmless, us and our successors, assigns, affiliates, agents and contractors, and the officers, managers, directors and employees of any of the foregoing, from and against any damage, loss, claim, judgment or other liability or expense (including but not limited to reasonable attorneys' fees) which may in any way arise out of any act or omission in connection with your use of this Site and, except to the extent caused by us, the purchase or use of product(s) by you, any third party or your successors, assigns, affiliates, agents and contractors, or the officers, managers, directors or employees of any of them. We reserve the right, without being required to do so, and without waiver of any indemnity hereunder, to defend any claim, action or lawsuit coming within the scope of this indemnity provision. If we take legal action against you for non-payment, or any other breach of these Terms and Conditions of Sale, and a court makes an award in our favor, we shall be entitled to recover from you our reasonable attorneys' fees and costs incurred in the action.

HEADINGS

The section headings used in these Terms and Conditions of Sale are for convenience of reference only and do not form a part of these Terms and Conditions of Sale, and no construction or inference shall be derived therefrom.

QUESTIONS AND COMMENTS

We welcome your questions or comments about these Terms and Conditions of Sale. Please contact us [here](#) .