

Terms and Conditions of Sale

Please read this document carefully! It contains very important information about your rights and obligations, as well as limitations and exclusions that may apply to you.

Customer agrees to be bound by and accepts these terms and conditions. Visit this page to review current terms and conditions of sale which are binding on you.

- Other Documents. These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both customer and Aztec Premium, LLC.
- 2. **Governing law.** This agreement and any sales thereunder shall be governed by the laws of the state of Washington, without regard to conflicts of laws rules.
- 3. <u>Warranties</u>, <u>Disclaimers</u>. Aztec Premium, LLC disclaims all warranties, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purpose. In addition to these terms and conditions, customer agrees to be bound by the acceptance of contract terms contained elsewhere in this site.
- 4. Products. While we do our best to ensure the information on our website is accurate to the best of our knowledge, product formulations and packaging may change without notice, and the product you receive may contain additional details or may differ from the product information available on this website. We recommend that you reference the complete information included with the product you receive including ingredient lists, allergen statements, warnings, and directions and do not rely solely on the details shown on this website. If you have any questions about product ingredients, allergen statements, warnings or directions, please contact the product manufacturer directly. Aztec Premium, LLC may revise and discontinue products at any time and is not responsible for typographical errors or misprints. Aztec Premium, LLC reserves the right to limit

- order quantity at any time without notice. Prices and promotions are subject to change without notice.
- 5. <u>Limitation of Liability.</u> Aztec Premium, LLC does not accept liability beyond the remedies set forth herein, including any liability for products for any reason. Aztec Premium, LLC and its subsidiaries and affiliates will not be liable for lost profits, loss of business or other consequential, special, indirect or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein.
- 6. <u>Arbitration.</u> Any claim, dispute or controversy (whether in contract, tort, or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort and equitable claims) against Aztec Premium, LLC, its agents, employees, successors, assigns, subsidiaries, or affiliates (collectively for purposes of this paragraph, "Aztec Premium, LLC") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Aztec Premium, LLC's advertising, any related purchase, including the validity of this arbitration clause shall be resolved exclusively and finally by binding arbitration conducted before a single arbitrator, and will be limited solely to the dispute or controversy between customer and Aztec Premium, LLC. The arbitration shall be held in King County, Washington. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.
- 7. <u>Applicable Law; Not For Resale.</u> Customer agrees to comply with all applicable laws and regulations of the various states and of the United States. Customer agrees and represents that it is buying for its own internal use only, and not for resale. Aztec Premium, LLC has separate terms and conditions governing resales.
- 8. <u>Headings.</u> The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.
- Acceptance. By ordering any product from Aztec Premium, LLC, whether by clicking through over the internet, telephone, facsimile or otherwise, the customer agrees to be bound by these Terms and Conditions of Sale, as well as the "Acceptance of Contract Terms".

www.aztecpremium.com

Sourced and Manufactured in the U.S.A
Distributed by Aztec Premium, LLC
8301A 5th Ave NE, Seattle, WA 98115

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