

Terms and Conditions of Purchase

Last Updated: December 3, 2020

THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

BY PLACING AN ORDER FOR PRODUCTS FROM THE SITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU AFFIRM THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THE SITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT OF A LEGAL AGE TO FORM A BINDING CONTRACT WITH US, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE SITE OR ANY OF THE SITE'S CONTENTS OR GOODS BY APPLICABLE LAW.

These terms and conditions (these "Terms") apply to the purchase and sale of products through **venosan.us** (the "Site"). These Terms are subject to change by L&R USA INC. and/or its affiliates, (referred to herein as "L&R," "we," "us," or "our," as the context may require) without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the "Last Updated" date referenced above. You should review these Terms prior to purchasing any product that is available through the Site. Your continued use of the Site after the "Last Updated" date will constitute your acceptance of these Terms, as changed.

These Terms are an integral part of the [Terms of Use](#) that apply generally to the use of the Site. You should also carefully review our [Privacy Policy](#) before placing an order for products through the Site.

1. Medical Disclaimer and Limitation of Liability.

(a) You should consult with your healthcare provider(s) and consider the associated risks before using any of the products available through the Site (the "Products"). Everyone's condition and abilities are different, and the use of the Products is at your own risk. If you choose to use the Products, you do so of your own free will and accord, knowingly and voluntarily assuming all risks associated with the use the Products.

(b) Nothing in these Terms, on product packaging or in any information provided by L&R is intended to be a substitute for professional health care advice, diagnosis or treatment. The Products are not intended to be utilized for medical purposes and are not intended to diagnose, treat, cure or prevent any condition, disease, ailment or injury. To the maximum extent permitted by applicable law, you expressly agree that we are not providing medical advice. Nothing in these Terms, on product packaging or in any information provided by L&R is intended to be and should not be used in place of (a) the

advice of your physician or other professionals, or (b) a visit, call or consultation with your physician or other medical professionals. L&R is not responsible for any health problems that may result from the use of any products offered by or sold by L&R. Should you have any health related questions, please call or see your physician or other healthcare provider promptly. If you have an emergency, call your physician or your local emergency services immediately.

(c) EXCEPT AS OTHERWISE SET OUT IN THESE TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT RESPONSIBLE OR LIABLE, EITHER DIRECTLY OR INDIRECTLY, FOR ANY INJURIES OR DAMAGES THAT ARE SUSTAINED FROM YOUR USE OF, OR INABILITY TO USE, ANY OF THE PRODUCTS, EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION OR NEGLIGENCE OF L&R OR BY THE ACTION, INACTION OR NEGLIGENCE OF OTHERS.

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, 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 orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

3. Prices and Payment Terms.

(a) All prices, discounts, and promotions posted on the Site 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 strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. Except as prohibited by applicable law, we reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) We may offer from time to time promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

(c) 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, Amex and Discover** for all 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

shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

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. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order.

(b) Title to and risk of loss of products purchased by you will pass to you upon our delivery 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. Except for any products designated on the Site as final sale, non-returnable, or non-refundable, we will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within thirty (30) days of purchase with valid proof of purchase and provided such products are returned unopened, sealed in their original packaging. To return products, you must complete and return the form on the bottom of the packing slip provided with the products (the "Return Form"). For returns related to material and manufacturing defects, you must also call (855) 892-4140 or email our Returns Department at support@venosan.us to obtain a Return Authorization ("RA") number to provide on the Return Form before shipping your product. For returns not related to material and manufacturing defects, you must also check the appropriate box on the Return Form. For returns not related to material and manufacturing defects, a RA number will be provided once the return shipment, along with the Return Form, is returned to us. You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment.

We will use reasonable efforts to process refunds within 5 business days of our receipt of your returned merchandise, but we will not be responsible for delays in processing. Your refund will be credited back to the same payment method used to make the original purchase on the Site. **NOTWITHSTANDING THE FOREGOING OR ANY OTHER TERMS SET FORTH HEREIN, WE OFFER NO REFUNDS ON ANY PRODUCTS DESIGNATED ON THE SITE AS NON-RETURNABLE.**

For defective returns, please refer to the manufacturer's warranty (see Section 6 below) included with the product or as detailed in the product description on the Site.

6. Product Warranties and Disclaimers.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

WE WARRANT THAT DURING THE WARRANTY PERIOD (AS DEFINED BELOW), THE PRODUCTS PURCHASED FROM THE SITE WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS LIMITED WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPAIR, REPLACEMENT OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. OUR RESPONSIBILITY FOR DEFECTIVE SERVICES IS LIMITED TO REPAIR, RE-PERFORMANCE OR REFUND AS SET FORTH IN THIS WARRANTY STATEMENT. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR SUPPLIERS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.

(a) Who May Use This Warranty? This limited warranty extends only to the original purchaser of products and services from the Site. It does not extend to any subsequent or other owner or transferee of the product or any transferee or other beneficiary of the service.

(b) What Does This Warranty Cover? This limited warranty covers during the Warranty Period (as defined below) defects in materials and workmanship in products and services purchased from the Site.

(c) What Does This Warranty Not Cover? This limited warranty does not cover any damages due to: (i) transportation; (ii) storage; (iii) improper use; (iv) failure to follow the product instructions or to perform any preventive maintenance; (v) modifications; combination or use with any products, materials, processes, systems or other matter not provided or authorized in writing by the manufacturer; (vii) unauthorized repair; (viii) normal wear and tear; or (ix) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

(d) What is the Period of Coverage? This limited warranty starts on the date of your purchase and lasts for six (6) months (the "Warranty Period"). The Warranty Period is not extended if we repair or replace a warranted product or re-perform a warranted service. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

(e) What Are Your Remedies Under This Warranty?

(i) With respect to any defective products during the Warranty Period, we will, in our sole discretion, either: (i) repair or replace such products (or the defective part) free of charge or (ii) refund the purchase price of such products. We

will also pay for shipping and handling fees to return the repaired or replacement product to you if we elect to repair or replace the defective products.

(ii) With respect to any defective services during the Warranty Period, we will, in our sole discretion, either: (i) repair or re-perform the defective services free of charge or (ii) refund the purchase price of such services.

(f) How Do You Obtain Warranty Service? To obtain warranty service, you must call **855-892-4140** or email our Customer Service Department at **support@venosan.us** during the Warranty Period to obtain an RMA number. No warranty service will be provided without an RMA number.

(g) Limitation of Liability. **THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. 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 SITE, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY LOSS OF PRODUCTION, WORK, DATA, USE, BUSINESS, GOODWILL, REPUTATION, REVENUE OR PROFIT, ANY DIMINUTION IN VALUE, COSTS OF REPLACEMENT GOODS OR SERVICES, OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.**

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

7. Limitation of Liability.

(a) **IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.**

(b) **OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS YOU HAVE ORDERED THROUGH THE SITE.**

(c) **THE LIMITATION OF LIABILITY SET FORTH ABOVE SHALL: (I) ONLY APPLY TO THE EXTENT PERMITTED BY LAW AND (II) NOT**

APPLY TO (A) LIABILITY RESULTING FROM OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (B) DEATH OR BODILY INJURY RESULTING FROM OUR ACTS OR OMISSIONS.

8. Goods Not for Resale or Export. You represent and warrant that you are buying products from the Site for your own personal or household use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the United States of America or Canada.

9. Privacy. We respect your privacy and are committed to protecting it. Our [Privacy Policy](#) governs the processing of all personal data collected from you in connection with your purchase of products through the Site.

10. 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, 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.

11. Governing Law and Jurisdiction. The Site is operated from the United States of America. 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 Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin.

12. Assignment. You may not assign any of your rights or delegate any of your obligations under these Terms 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.

13. 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 L&R.

14. No Third-Party Beneficiaries. These Terms 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 by: (i) sending a message to the email address you provide or (ii) by posting to the 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, you must contact us as follows: (i) by facsimile transmission to (414) 892-4150; or (ii) by personal delivery, overnight courier, or registered or certified mail to L&R USA INC., 3880 W Wheelhouse Road, Milwaukee, WI 53208. We may update the facsimile number or address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission 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 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.

17. Entire Agreement. Our order confirmation, these Terms, our [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.