

Terms-of-Sale Agreement

Last Updated Date: September 22, 2022

1. This document contains very important information regarding your rights and obligations, plus conditions, limitations, and exclusions that might apply to you. Please read it carefully.

These terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.

By placing an order for products from this website, you affirm that you are of legal age to enter into this agreement, and you accept and are bound by these terms.

You must 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 old or (ii) legal age to form a binding contract with Sniffies, LLC, or (c) are prohibited from accessing or using this website or any of this website's contents, goods, or services by law.

These terms apply to the purchase and sale of products through www.sniffies.com or www.sniffieshush.com (collectively, "Site") (these terms do not apply to the purchase of Premium Services, which purchase is governed by the [Terms-of-Service Agreement](#)). These terms are subject to change by Sniffies, LLC (referred to as "us," "we," or "our" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these terms before purchasing any product that is available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to those changes. **You will be required to review and agree to any amendment before continuing to use the Site.**

These terms are an integral part of the [Terms-of-Service Agreement](#) that apply generally to the use of our Site. You should also carefully review our [Privacy Policy](#) before placing an order for products through this Site (see section 9).

2. **Order Acceptance and Cancellation.** 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 this 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 those changes. Posted prices do not include taxes or charges for shipping and handling. All those 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. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from those occurrences.

(b) We may offer from time-to-time promotions on the Site that may affect pricing and that are governed by terms 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, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We accept credit cards and any other payment method listed on the Site for all purchases. You state that (i) the credit card information you supply to us is accurate; (ii) you are duly authorized to use that 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 and risk of loss pass to you on delivery. 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 or nonreturnable, we will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs, on condition that the return is made within 30 days of delivery with valid proof of purchase and on condition that those products are returned in their original condition. To return products, you must email our Returns Department at contact@sniffies.com to obtain a Return Merchandise Authorization (“**RMA**”) number before shipping your product. No returns of any type will be accepted without an RMA number.

You are responsible for all shipping and handling charges on returned items unless otherwise specified. You bear the risk of loss during shipment. We therefore strongly recommend that you fully insure your return shipment against loss or damage and that you use a carrier that can provide you with proof of delivery for your protection. All returns are subject to a 15% restocking fee.

Refunds are processed within approximately five business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Site. **We offer no refunds on any products designated on this Site as nonreturnable.**

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

6. **Manufacturer's Warranty and Disclaimers.** We do not manufacture or control any of the products offered on our Site. The availability of products through our Site does not indicate an affiliation with or endorsement of any product or manufacturer. Accordingly, we do not provide any warranties with respect to the products offered on our Site. However, the products offered on our Site might be covered by a manufacturer's warranty as detailed in the product's description on our Site and included with the product. To obtain warranty service for defective products, please follow the instructions included in the manufacturer's warranty.

All products offered on this Site are provided "as is" without any warranty, including, without limitation, any (A) warranty of merchantability; (B) warranty of fitness for a particular purpose; or (C) warranty against infringement of intellectual property rights of a nonparty; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimer may not apply to you.

We will not be liable, under any circumstances, for any breach of warranty claims or for any damages arising out of the manufacturer's failure to honor its warranty obligations to you.

7. **Limitation of Liability.** In no event will we be liable to you or any nonparty for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value, arising out of, or relating to, or with any breach of these terms, regardless of (A) whether those damages were foreseeable, (B) whether or not we were advised of the possibility of those damages, and (C) the legal or equitable theory (contract, tort, or otherwise) on which the claim is based.

Our sole maximum liability, for any reason, and your exclusive remedy for any cause, will be limited to the actual amount paid by you for the products you have ordered through our Site.

The limitation of liability set out above will: (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 state that you are buying products from the Site for your own personal use only, and not for resale or export. You further state that all purchases are intended for final delivery to locations within the US.

9. **Privacy.** We respect your privacy and are committed to protecting it. Our *Privacy Policy*, <https://sniffies.com/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 that 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.** This Site is operated from the US. Delaware law governs all adversarial proceedings arising out of the subject matter of this agreement. Except for disputes subject to arbitration, as the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring such a proceeding in the United States District Court for the Western District of Washington or in a state court in Washington. Each party acknowledges that those courts would be a convenient forum. **Each party hereby waives its right to a trial by jury in any adversarial proceedings arising out of this agreement.**

12. **Dispute Resolution and Binding Arbitration.**

(a) **You and Sniffies, 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 Arbitration Resolution Services, Inc. (ARS) in accordance with its rules available at www.arbresolutions.com then in effect, except as modified by this section 12. The Federal Arbitration Act will govern the interpretation and enforcement of this section 12.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability 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 will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

If you prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

(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 to do so within 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 Sniffies, 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 will not consolidate more than one person's claims and will 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.

13. **Assignment.** This agreement is personal to you. You shall not transfer to any other person, other than by will or intestate succession (a) any discretion granted under this agreement, (b) any right to satisfy a condition under this agreement, (c) any remedy under this agreement, or (d) any obligation imposed under this agreement. Any purported transfer by you in violation of this section 13 will be void.

14. **No Waivers.** No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver (in the case of Sniffies, LLC, by an individual authorized by Sniffies, LLC to sign the waiver). A waiver granted on one occasion will not operate as a waiver on other occasions.

15. **No Third-Party Beneficiaries.** This agreement does not, and the parties do not intend it to, confer any rights or remedies on any person other than the parties to this agreement.

16. **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 on 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 email to contact@sniffies.com; or (ii) by personal delivery, overnight courier, or registered or certified mail to Sniffies, LLC, 8 The Green, Suite B, Dover, Delaware 19901. We may update the email address 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 email 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.

17. **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.

18. **Entire Agreement.** This agreement constitutes the entire understanding between the parties regarding the subject matter of this agreement and supersedes all other agreements, whether

written or oral, between the parties, except that any additional terms on the Site will govern the items to which they pertain, including, but not limited to, our order confirmation, our Terms-of-Service Agreement, and our Privacy Policy. If there is any conflict between this agreement and the Terms-of-Service Agreement, the Terms-of-Service Agreement will prevail.