

Terms Of Service

These terms and conditions govern the sale of all products (“Products”) and provisions of services (“Services”) by “BlazeBodySpa and BeautyBar LLC” (“Blaze”), its resellers and all third-party vendors and/or service providers of Products (“Affiliates”). These terms and conditions (“Agreement”) take precedence over Buyer’s supplemental or conflicting terms and conditions to which notice of objection is hereby given. Neither Blaze’ commencement of performance or delivery shall be deemed or construed as acceptance of Buyer’s supplemental or conflicting terms and conditions. Blaze’ failure to object to conflicting or additional terms will not change or add to the terms of this agreement. Buyer’s acceptance of Products from Blaze shall be deemed to constitute acceptance of the terms and conditions contained herein.

Orders

All orders placed by Buyer are subject to acceptance by Blaze. Orders may not be cancelled or rescheduled without Blaze’ written consent. All orders must identify the products, unit quantities, part numbers, applicable prices and requested delivery dates of the Products being purchased. Unless otherwise agreed, all materials will be shipped no later than one year from the date that Blaze accepts the purchase order. Blaze may in its sole discretion allocate Product among its Customers. All sales are final unless otherwise specified by Blaze.

Prices

The prices of the Products/Services are those prices specified on the front of the invoice. Price quotations and estimates shall automatically expire in thirty (30) days from the date issued, or as otherwise stated in the quotation or estimate.

Taxes

Unless otherwise agreed to in writing by Blaze, and when applicable, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including federal, state and local sales, excise and value added, goods and services taxes, and any other taxes. Buyer agrees to indemnify and hold Blaze harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Blaze’ invoice.

Payment

Payment may be made by check, money order, credit/debit card, PayPal or wire transfer (all fees borne by the Buyer). A surcharge for credit card and PayPal sales may be assessed. Where Blaze has extended credit to Buyer, terms of payment shall be net thirty (30) days from date of invoice, without offset or deduction unless otherwise noted. On any past due invoice, Blaze may impose interest at the rate of one and a half percent (1.5%) per month. If Buyer fails to make each payment when it is due, Blaze reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Blaze has extended credit to Buyer. In the event of default by Buyer, Blaze shall be entitled to costs, fees, and expenses, including but not limited to recovery of attorney fees, court costs and fees, and collections costs.

Delivery and Title

When applicable, all deliveries will be made "EXWORKS" place of shipment. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. Blaze' delivery dates are estimates only and Blaze is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Blaze, nor shall the carrier be deemed an agent of the Blaze. A delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries.

Returns

When applicable, only products originally shipped from Blaze or from an authorized supplier (dropship) within 14 days after delivery will be considered for return to Blaze. By a customer requesting return of products to Blaze, the customer certifies that the products were purchased from Blaze and there has been no substitution of the product from another supplier, distributor, or other source of the product. Any product return must be unopened in its original packaging, except if approved for failure analysis/warranty evaluation by authorized Blaze personnel via a Return Material Authorization (RMA).

Exchanges

Any item for exchange must be in new condition and is subject to written consent from Blaze. Exchanges must be requested within 30 days of ship date. Defective item(s) may be exchanged/returned for the same item. Items purchased from Blaze that have been used or altered will not be accepted for exchange.

Non-Cancelable and Non-Returnable Items

All items are non-cancelable and non-returnable unless otherwise authorized in writing by Blaze.

Return Freight / Restocking Fee

Blaze reserves the right to charge cancellation and restocking fees, at a minimum rate of 15% to be deducted from the Customer refund. Blaze does not refund the original shipping and handling. Customer is responsible for all return freight charges. Blaze does not accept COD shipments.

Refunds

No refunds allowed.

How to Return an Item:

Contact a Blaze sales representative within 30 days of ship date of item(s) by calling (312) 690-9981 or by emailing contact@blazebodyspa.com.

Blaze will issue a Return Material Authorization (RMA) number, at which time, shipping instructions will be given, and item must be returned within 14 days.

Limited Warranty

When applicable, Blaze will transfer to Buyer any Product warranties and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. Blaze warrants to Buyer that Products purchased hereunder will conform to the applicable manufacturer's specifications for such products and that any value-added work performed by Blaze on such Products will conform to applicable Buyer's specifications. If Blaze breaches this warranty, Buyer's remedy is limited to (at Blaze' election) (1) refund of Buyer's purchase price for such Production (without interest), (2) repair of such Products, or (3) replacement of such Products; provided that such Products must be returned to Blaze, along with acceptable evidence of purchase, within 20 days from date of delivery, transportation charges prepaid. No warranty will apply if the Product has been subject to misuse, static discharge, neglect, accident, or modification, or has been soldered.

Save as expressly provided in these terms and conditions, all implied warranties, terms, and conditions (whether statutory or otherwise) are excluded to the fullest extent permitted by law. Blaze makes no warranty respecting the merchantability of the products or their suitability or fitness for any particular purpose, non-infringement of third-party rights and warranties against latent defects.

Limitation of Liabilities:

Buyer shall not be entitled to, and Blaze shall not be liable for, loss of profits or revenue, promotional or manufacturing expenses, overheads, business interruption cost, loss of data, removal or reinstallation costs, injury to reputation or loss of buyers, punitive damages, intellectual property infringement, loss of contracts or orders or any indirect, special, incidental, or consequential damages of any nature. Buyer's recovery from Blaze for any claim shall not exceed the purchase price paid for the affected products irrespective of the nature of the claim

whether in contract, tort, warranty, or otherwise. Buyer will indemnify, defend, and hold Blaze harmless from any claims based on (a) Blaze' compliance with Buyer's designs, specifications, or instructions, (b) modification of any products by anyone other than Blaze, or (c) use in combination with other products.

Export Control

Buyer certifies that it will be the recipient of the Products to be delivered by Blaze. Buyer understands that the associated hardware, software, and/or technical data ("products") listed on their Purchase Order includes items that are governed by the U.S. Export Administration Regulations ("EAR"), by the U.S. Foreign Assets Control Regulations ("OFAC") and the International Traffic in Arms Regulations ("ITAR"). The Buyer understands that its sale or distribution of said products may constitute exports or re-exports, and as such, must be in accordance with the requirements administered by Bureau of Industry and Security, Department of Treasury, and Department of State. It is understood that the country of ultimate destination, commodity classification, end-user, or end-use for any said products, could affect the applicable license requirements and exportability. The Buyer agrees to consult various resources, such as the EAR, ITAR, and OFAC, by the U.S. Department of Commerce's Bureau of Industry and Security's ("BIS") Export Counseling Division, and other appropriate Government Sources to ensure that the sales and distribution of said products, is processed in accordance with all applicable laws. Blaze will not transfer any export-controlled products to a "non-U.S. person" without the proper authority of the United States Government, and the Buyer's written approval.

Use of Products

Unless otherwise noted, Products sold by Blaze are not designed, intended, or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications:

- (1) Buyer acknowledges that such use or sale is at Buyer's sole risk.
- (2) Buyer agrees that Blaze and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use.
- (3) Buyer agrees to indemnify, defend, and hold Blaze and the manufacturer of the Products harmless from and against all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

Force Majeure

Blaze is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Blaze' reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or

Products through its regular sources, which shall be considered as an event of force majeure excusing Blaze from performance and barring remedies for non-performance. In an event of force majeure condition, the Blaze' time for performance shall be extended for a period equal to the time lost because of the force majeure condition without subjecting Blaze to any liability or penalty. Blaze may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.

Technical Assistance or Advice

If technical assistance or advice are offered or given to Buyer, such assistance or advice is given free of charge and only as an accommodation to Buyer. Blaze shall not be held liable for the content or Buyer's use of such technical assistance or advice, nor shall any statement made by any of Blaze' representatives in connection with the Products or Services constitute a representation or warranty, express or implied.

General

The laws of the State of Illinois will exclusively govern any dispute between Blaze and Buyer. Buyer may not assign this Agreement without the prior written consent of Blaze. Blaze or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successor and assigns. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.