

## TERMS OF SALES AND SERVICE

**HCGSupplies.com, LLC**

**P.O. Box 1783**

**Dahlgren, VA 22448-1783**

Sales@HCGSupplies.com

**1-703-859-9303**

Welcome to the web site of HCGSupplies.com, LLC and Thank You for considering our products. HCGSupplies.com, LLC will provide our goods and services to You subject to the following terms and conditions. Please read this information carefully before placing any orders. By placing an order with HCGSupplies.com, LLC You agree to be bound by the following Terms of Sales and Service (Agreement):

1. **PRIVACY POLICY:** The HCGSupplies.com, LLC Privacy Policy is located at <http://www.hcgsupplies.com/privacypolicy.html> and is hereby incorporated into this Agreement by reference. Please review the Privacy Policy to understand the HCGSupplies.com, LLC policies.
2. **INTENDED FOR USERS OVER 18:** HCGSupplies.com, LLC web site is intended only for use by individuals 18 years of age or older.
3. **PAYMENT OPTIONS:** Payment must be made in US dollars. For online orders, we accept all major credit cards.
4. **SHIPPING:** We usually ship orders F.O.B. from our location in Virginia, USA, within 24 hours of receipt of order and payment. Domestic orders are shipped via USPS Priority Mail or USPS 1<sup>st</sup> class mail with delivery confirmation. Tracking numbers are provided in your confirmation email if available. We will gladly correct any errors made by us. HCGSupplies.com, LLC cannot be responsible for delays caused by mail delivery or for lost or stolen items.
5. **REFUND POLICY:** Sorry, we cannot accept returns of merchandise for any reason. Any unopened packages that are refused and returned to sender will receive a refund of the purchase price, minus our cost of original shipping.
6. **TRADEMARKS:** HCGSupplies tm and HCGSupplies.com tm are hereby claimed as trademarks of HCGSupplies.com, LLC.
7. **WARRANTIES:** HCGSUPPLIES.COM, LLC PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT THE USE OF ANY PRODUCT OFFERED BY HCGSUPPLIES.COM, LLC IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, HCGSUPPLIES.COM, LLC DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. HCGSUPPLIES.COM, LLC DOES NOT MAKE ANY WARRANTY THAT ITS PRODUCTS WILL MEET YOUR REQUIREMENTS, NOR DOES HCGSUPPLIES.COM, LLC MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY PRODUCTS OFFERED BY HCGSUPPLIES.COM, LLC OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED

THROUGH ANY SERVICE OFFERED BY HCGSUPPLIES.COM, LLC. YOU UNDERSTAND AND AGREE THAT ANY PRODUCTS OTHERWISE OBTAINED THROUGH THE USE OF ANY SERVICE OFFERED BY HCGSUPPLIES.COM, LLC IS AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HCGSUPPLIES.COM, LLC OR THROUGH ANY SERVICE OFFERED BY HCGSUPPLIES.COM, LLC SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

8. LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL HCGSUPPLIES.COM, LLC OR ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE ANY SERVICE OR PRODUCTS OFFERED BY HCGSUPPLIES.COM, LLC, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA, OR OTHER INTANGIBLES, EVEN IF HCGSUPPLIES.COM, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. THIRD PARTY WEB SITES: The Company's web sites and email messages may contain hypertext links to the web sites of third parties. The Company is not responsible for the privacy practices, the Terms of Service, or the content of such other web sites. Further, Company does not endorse, warrant, or accept liability for any content or product of the third party web site.

10. INDEMNIFICATION: You agree to indemnify, defend, and hold harmless HCGSupplies.com, LLC, its parents, subsidiaries, affiliates, officers, directors, employees, agents, and suppliers, and their respective affiliates, officers, directors, employees, and agents, from any claim, action, demand, or damage, including reasonable attorney's fees, made by any third party or governmental agency arising out of or related to Your use of any service offered by HCGSupplies.com, LLC or Your violation of this Agreement, including without limitation, claims or suits for libel, violation of rights of privacy or publicity, interference with property rights, trespass, copyright infringement, trademark infringement, patent infringement or plagiarism. HCGSupplies.com, LLC may, at its sole discretion, assume the exclusive defense and control of any matter subject to indemnification by You. The assumption of such defense or control by HCGSupplies.com, LLC, however, shall not excuse any of Your indemnity obligations 11.

FORCE MAJEURE: Neither party shall be liable for delays or nonperformance of this Agreement caused by strike, fire or accidents, nor shall either party be liable for delay or nonperformance caused by lack of availability of materials, fuel or utilities or for any other cause beyond its control.

12. ASSIGNMENT: Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

13. ENTIRE AGREEMENT: Except as modified or supplemented by a writing executed by both parties, the Terms and Conditions described herein are the only representations, warranties, and understandings between the parties with respect to the products and/or services described herein.

14. DISPUTES: Any dispute between the parties arising out of or related to this Agreement shall be submitted to binding arbitration according to the rules of the American Arbitration Association. The parties to the arbitration shall evenly divide any and all costs of the arbitration. Neither party shall be entitled to attorney fees. All parties submit to exclusive jurisdiction in Virginia and shall be governed by Virginia law without regard to its conflict of law provisions.

15. SEVERABILITY: If any provision, or portion thereof, of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, the parties agree that such invalidity shall not affect the validity of the remaining portions of Agreement and further agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provisions.

16. HEADINGS: The headings of this Agreement are for convenience only and shall not be used to construe the meaning of this Agreement.

This Agreement was last revised on October 31, 2008.