



## Terms & Conditions

The use of this site or any other site owned or maintained by Crush, LLC ("Company") is governed by the policies, terms and conditions set forth below. Please read them carefully. Your use of this site signifies your acceptance of the terms and conditions set forth below. Your order placed on this site signifies your acceptance of the terms and conditions set forth below.

1. Privacy & Security; Disclosure: Company's privacy policy may be viewed at [insert link]. Company reserves the right to modify its privacy policy in its reasonable discretion from time to time.

2. Payment Methods: We accept U.S. issued credit and debit cards:

- Visa
- MasterCard
- Discover

When placing an order online, you will need:

- a. The address the card's statement is sent to (billing address).
- b. The card number and expiration date.
- c. The 3 or 4 digit code found only on the card (CVV2 code).

Credit card orders can be placed online over our 128 bit Secure Socket layer encrypted connection.

3. [insert link] is the official online store for Crush Global, LLC and its affiliates. Under this agreement, the payment processing services for goods and/or services purchased on this website are provided by Crush Global, LLC.

In the event you choose to pay with credit card and the payment will be processed via Metrics Global, these terms are an agreement between you and Crush Global, LLC.

Crush Global, LLC  
2195 Watterson Trail  
Louisville, KY 40299  
Email: support@crushglobal.com

4. Shipping Policies: Company ships orders via FedEx and United States Postal Service depending on the location of the shipment and order placement. Depending on product availability, orders are usually processed for shipment within 1 to 3 business days. Accurate shipping address and phone number are required. Your signature may be required for delivery.

5. Delivery Confirmation: Because many instances may occur at your delivery address that is beyond our control, you agree that any delivery confirmation provided by the carrier is deemed sufficient proof of delivery to the card holder, even without a signature.

6. Return and Cancellation Policy:

### CRUSH CUSTOMERS

If within the first 30-days you are not satisfied with the product you may contact support@crushglobal.com to return the unused portion of the product for a full refund of the product purchase amount, minus shipping and handling charges incurred. After 30-days and up to 90-days post purchase, you may contact support@crushglobal.com to return the remaining sellable portion of the product for a full refund, minus shipping and handling charges incurred.

### CRUSH PARTNERS

If within the first 30-days of the original purchase, you are not satisfied with the product, you may contact support@crushglobal.com to return the unused portion of the product for a full refund, minus shipping and handling charges. Your promoter account will then be subject to 6-months suspension. Between 30 and 90-days, if you are not



100% satisfied with our products or are unable to sell them, you may return the items for a refund if the products are in resalable condition. (\*Resalable condition means in sealed enclosed boxes with wrapper intact.) The refund shall be 70% percent of the original price for all returned product. Any shipping and handling charges incurred will not be refunded.

#### PROBLEMS WITH SHIPMENTS

If within 30-days of the expected reported delivery date, you do not notify support@crushglobal.com of a problem with the receipt of your order, including but not limited to, failure to receive the product, improper sealing, damaged to the container, quality of the internal product, and/or receipt of wrong product, refunds or exchanges will not be given. ALL purchases are charged and refunded in U.S. Dollar. All returns, refunds and exchanges will also be refunded or exchanged based upon U.S. Dollar. Crush Global, LLC is not responsible for fluctuating exchange rates.

7. Ordering Disclaimer: Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. Company reserves the right to accept or deny shipment to anyone for any reason. Company reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, Crush Global, LLC reserves the right to cancel the order, notify the card holder and the proper authorities.

8. Product Disclaimers; Disclaimers of Warranty: COMPANY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THIS SITE. COMPANY DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SITE OR COMPANY'S PRODUCTS WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPANY.

9. Limitation of Liability: IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SITE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN ANY INFORMATION CONTAINED HEREIN, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

10. Notice: Company may give notice by means of a general notice on the www.crushglobal.com website, electronic mail to your e-mail address on record in Company's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 24 hours after sending (if



sent by e-mail). You may give notice to Company (such notice shall be deemed given when received by Company) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Company at the following address: 2195 Watterson Trail, Louisville, Kentucky 40299 in either case, addressed to the attention of: General Counsel.

11. Modification to Terms: Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to its products and services at any time, effective upon posting of an updated version of this Agreement on the [insert link] Website. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

12. General: With respect to U.S. Customers, this Agreement shall be governed by Kentucky law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Kentucky. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this agreement or use of this Website. The failure of Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing. This Agreement, together with any applicable Form and policies, comprises the entire agreement between you and Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

13. Definitions: As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the [www.crushglobal.com](http://www.crushglobal.com) Web Site, and any materials available on the Company Website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Company from time to time in its sole discretion; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed, the Effective date on the subscription form or the date you begin purchasing products from this site; "Order Form(s)" means the form evidencing your purchase from this site and any subsequent order forms submitted online or in written form, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Company" means collectively Crush Global, LLC., a corporation organized and existing under the laws of the State of Kentucky doing business as "[www.crushglobal.com](http://www.crushglobal.com)" and having an office at 2195 Watterson Trail, Louisville, KY 40299, together with its officers, directors, shareholders, employees, agents and affiliated companies.

14. Questions or Additional Information: If you have questions regarding this Agreement or wish to obtain additional information, please send an email to [support@crushglobal.com](mailto:support@crushglobal.com).