



PLEASE READ AND SIGN BELOW

Email signed & dated document to: Lucy@redironbrand.com

No Representation or Warranties:

Red Iron Brand Solutions, LLC makes no representation or warranty whatsoever with respect to the products, including any warranty of merchantability, fitness for a particular purpose, or non-infringement whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

Compliance with Laws; Taxes:

Customer shall comply with all local, state, federal, and international laws, regulations and ordinances, including, without limitation, those relating to customs and the import and export of the Products (collectively, “Applicable Laws”). Customer shall be solely responsible for the payment of all taxes, duties, tariffs, and charges of any kind imposed by any governmental authority on or in connection with the Products.

Limitation of Liability:

- a) In no event shall Red Iron Brand Solutions be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits, or revenues or diminution in value, arising out of, or relating to the products or the vendor, regardless of (A) whether such damages were foreseeable, (B) whether or not a party was advised of the possibility of such damages (C) The legal or equitable theory (contract, tort, or otherwise) upon which the claim is based, and (D) The failure of any agreed or other remedy of its essential purpose.
- b) Without limiting the generality of the foregoing, customer assumes all risk and liability in connection with the products, whether in terms of legality, operating costs, general effectiveness, success, or failure, or otherwise, including, without limitation, risk of loss due to vendor’s failure to deliver the products or a government’s, or other third party’s, seizure or prohibition with regards to the purchase, use, or resale of the products.

Indemnification:

Customer shall indemnify, defend, and hold harmless Red Iron Brand Solutions, its affiliates, and their respective shareholders, partners, officers, directors, employees, agents, franchisees, successors, and assigns (each an “indemnified party”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, fees, or expenses of whatever kind, including reasonable attorneys’ fees, and the costs of enforcing any right to indemnification under these Terms and Conditions, in any way relating to a claim arising out of or occurring in connection with (a) the Products, (b) the vendor, (c) Customer’s negligence or willful misconduct, (d) Customer’s violation of any Applicable Laws, or (e) Customer’s breach of these terms and conditions.

Terms of this Agreement Prevail:

Any terms contained in any other document, agreement, or instrument between the parties, or any document or communication from Customer, that in any way limits the type or scope of the foregoing provisions, will not modify these Terms and Conditions or be binding on the parties unless such terms are approved in writing signed by Red Iron Brand Solutions that specifically references these Terms and Conditions.

Delivery:

Estimated delivery cannot be guaranteed due to US Customs Clearance. There will be NO product returns or refunds. We reserve the right to change this process at any time or require additional information.

Company

Signature

Date