

SVASTHA AYURVEDA LLC
TERMS AND CONDITIONS FOR ONLINE SALES

These terms and conditions for online sales (these “*Terms of Sale*”) apply to the purchase and sale of products through <https://www.svasthaayurveda.com> (the “*Website*”) and are subject to change by Svastha Ayurveda LLC without prior written notice at any time, in our sole discretion.

1. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms of Sale, 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.

2. Prices and Payment Terms. All prices posted on this Website 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. Posted prices do not include taxes or charges for shipping and handling. Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept VISA, MasterCard, and American Express® for all purchases.

3. Shipments; Delivery; Title and Risk of Loss. We will arrange for shipment of the products to you. All domestic orders will typically be shipped via USPS within 24-48 business hours, unless otherwise posted during the checkout process. Once shipped, delivery of the order can be expected in 2-7 business days depending on the destination. We are currently only accepting orders for shipment to Canada, the UK and Australia. All eligible international orders will be shipped via USPS International First Class within 24-48 business hours, unless otherwise posted during the checkout process. The estimated delivery time is 12-16 days, although this time may vary due to customs.

Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments. We are not responsible for lost or undelivered orders. We are unable to track a shipment once it leaves the United States. Please be aware of this risk before placing your order.

4. Returns and Refunds.

- a) Domestic Returns. We currently accept domestic returns for any products that are unopened (with original seal) and undamaged within 30 business days after the date of purchase. In order to obtain the refund, we require you to ship the unwanted, unopened products back to our facility within 30 business days. Once we receive and inspect the products and confirm the product condition, the products, we will process your refund for the cost of the returned goods, minus any shipping charges. We may, in our sole discretion, deduct a \$3-\$5 restocking fee from your refund.

If for any reason you receive: the wrong order; a broken bottle or jar; or a contaminated product, we will gladly refund the order or replace the product without needing a returned shipment.

If any shipment is refused upon delivery, we will process your refund you as soon as the unopened package is received at our facility and inspected. The refund amount will be the total cost, minus the shipping charges and a \$5 handling fee.

- b) International Returns. We do not accept the return of International Orders except in the following circumstances: you have received the wrong order; you receive a broken bottle or jar; or you receive a contaminated product.

Refunds for orders that are not accepted by customs or that are refused upon delivery will be processed once the entire order is returned to our facility and inspected. The refund amount will be the total cost, minus the shipping charges and a \$5 handling fee.

5. PRODUCTS SOLD “AS IS” “WHERE IS” “WHERE AVAILABLE”

ALL PRODUCTS PURCHASED FROM THE WEBSITE ARE SOLD ON AN “AS IS” “WHERE-IS” AND “WHERE AVAILABLE” BASIS WITH NO WARRANTY, EXPRESSLY WRITTEN OR IMPLIED. WE EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO PRODUCT REPLACEMENT OR PURCHASE PRICE REFUND, AT OUR OPTION. THE REMEDIES OF PURCHASE PRICE REFUND OR PRODUCT REPLACEMENT, AT OUR OPTION, ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE OBLIGATION AND LIABILITY FOR ANY DEFECTIVE PRODUCTS. OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT OR SERVICE THAT YOU HAVE PURCHASED THROUGH THE WEBSITE, NOR WILL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

6. Goods Not for Resale or Export. You agree to comply with all applicable laws and regulations of the various states and of the United States. You represent and warrant that you are buying products from the Website for your own personal or household use only, and not for resale or export.

7. Privacy. Our Privacy Policy, www.svasthaayurveda.com/PrivacyPolicy, governs the processing of all personal data collected from you in connection with your purchase of products through the Website.

8. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms of Sale, for any failure or delay in our performance under these Terms of Sale when and to the extent such 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.

9. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are exclusively governed by and construed in accordance with the laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Colorado. You expressly consent to the jurisdiction and venue of the state and federal courts sitting in Boulder County, Colorado for the resolution of disputes related to our sales and your purchase of our products and these terms.

10. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms of Sale without our prior written consent. Any purported assignment or delegation without our consent is null and void. No assignment or delegation relieves you of any of your obligations under these Terms of Sale.

11. No Waivers. The failure by us to enforce any right or provision of these Terms of Sale will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Svastha Ayurveda LLC.

12. Notices.

a) **To You.** We may provide any notice to you under these Terms of Sale by sending a message to the email address, which notice will be effective when we send the email. It is your responsibility to keep your email address current.

b) **To Us.** To give us notice under these Terms of Sale, you must contact us as follows: (i) by e-mail to info@svasthaayurveda.com; or (ii) by personal delivery, overnight courier or registered or certified mail to: Svastha Ayurveda LLC, 790 Morgan Drive, Boulder, Colorado 80303.

13. Severability. If any provision of these Terms of Sale is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms of Sale and will not affect the validity or enforceability of the remaining provisions of these Terms of Sale.

14. Entire Agreement. These Terms of Sale, our Website Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms of Sale.

Date last modified: November 1, 2019