

# ONLINE SALES CONTRACT

The following is the terms of the agreement between Alien Innovations, LLC, ("Company") and the buyer ("Buyer") of goods or services through the Company's Website, showersolutionsusa.com (the "Site"). If you do not agree to these terms, you will not be able to purchase anything, so please review these terms carefully:

## 1. INTRODUCTION

Buyer agrees to the terms and conditions outlined in this Online Sales Contract ("Contract") with respect to the goods, services and information provided by or through the Site. This Contract constitutes the entire and only agreement between the Company and Buyer, and supersedes any and all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the goods, services and information provided by or through the Site, and the subject matter of this Contract. Buyer agrees to review this Contract prior to purchasing anything and purchase of a good or service shall be deemed acceptance of this Contract.

## 2. SETUP AND PAYMENT

Buyer represents and warrants that (i) the credit card information supplied is true, correct and complete and (ii) charges incurred by the Buyer will be honored by the Buyer's credit card company and (iii) Buyer shall pay charges incurred by Buyer at the amounts in effect at the time incurred, including all applicable taxes. Buyer shall be responsible for all charges incurred through use of Buyer's password or order information. Buyer agrees to keep his or her password or order information confidential and to notify Company within 24 hours of any breach of this Contract or unauthorized use of the password or order information. Company does not protect Buyer from unauthorized use of Buyer's password or order information.

## 3. COPYRIGHT

The content, organization, gathering, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights, and, the copying, redistribution, use or publication by a Buyer of any such content or any part of the Site is prohibited.

## 4. EDITING, DELETING, AND MODIFICATION

Company reserves the right in its sole discretion to edit or delete any information or content appearing on the Site and to remove any goods and services for sale. Upon notice published over the Service, Company may modify this Contract, or prices, and may discontinue or revise any or all aspects of the Site in its sole discretion and without prior notice. Modification of this Contract will be deemed effective upon publication on the Site with respect to transactions occurring after said date.

## 5. RIGHT TO REFUSE

Company reserves the right in its sole discretion to refuse service at any time. Sale of any goods or services is subject to availability.

## **6. INDEMNIFICATION**

Buyer agrees to indemnify, defend and hold Company and its affiliates, licensors and suppliers harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to a Buyer's violation of this Contract or use of the Site.

## **7. NON-TRANSFERABLE**

Buyer's right to use the Service is not transferable and is subject to any limits established by Company or by Buyer's credit card company.

## **8. DISCLAIMER**

THE SERVICE, CONTENT, GOODS AND SERVICES FROM OR THROUGH THE SERVICE ARE PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE SOLE AND ENTIRE MAXIMUM LIABILITY OF COMPANY, FOR ANY REASON, AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE PARTICULAR ITEMS PURCHASED. COMPANY AND ANY OF ITS AFFILIATES, DEALERS OR SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND BUYER. THIS SITE AND GOODS AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. SOME STATE STATUTES MAY APPLY REGARDING LIMITATION OF LIABILITY.

## **9. REFUND POLICY**

Some of our products (shower doors, replacement panels, shower seats, shower bases, water dams cut to specified length) are made to your custom specifications. These products are not returnable. If a product purchased is defective, please contact us at [showersolutionsusa@sentco.net](mailto:showersolutionsusa@sentco.net) or 402-245-3419 we will do our best to rectify the problem. Other products are subject to a 30% restocking fee. Please contact us 10 days of receipt, for a RGA (Returned Goods Authorization) number. Product must be received in its original condition to the address listed on the RGA. In such event, Company shall refund Buyer (less restocking fee and shipping/handling charges incurred). This Section 9 sets forth Buyer's sole and exclusive right to refund.

## **10. USE OF INFORMATION**

Company reserves the right, and Buyer authorizes Company, to the use and assignment of all information regarding Buyer's use of the Site and all information provided by Buyer, subject to applicable law.

## **11. GOVERNING LAW**

This Contract shall be treated as though it were executed and performed in the State of Nebraska, in the United States of America and shall be governed by and construed in accordance with the laws of the

State of Nebraska, in the United States of America (without regard to conflict of law principles). Any cause of action of Buyer with respect to the Site, the Goods, or Services must be instituted within six (6) months after any purchase or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 8. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

## **12. LITIGATION**

All legal proceedings arising out of or in connection with this Contract shall be brought solely in the State of Nebraska, in the United States of America and Buyer expressly submits to the jurisdiction of said courts and Buyer consents to extra-territorial service of process. Should any part of this Contract be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site or the Company is in conflict or inconsistent with this Contract, this Contract shall take precedence. Failure of Company to enforce any provision of this Contract shall not be deemed a waiver of such provision nor of the right to enforce such provision.

## **13. ACKNOWLEDGMENT**

This Agreement represents the entire understanding between you and us regarding your relationship to Online and supersedes any prior statements or representations. IF YOU AGREE TO BE BOUND BY THE TERMS OF THIS ONLINE AGREEMENT, please click the "I Agree" button below.

If you don't click on "I Agree" then you will not be able to purchase any goods or services.