

PrePak Products Terms and Conditions

For Health and Fitness Professionals

Ordering:

- Order online 24 hours a day.
www.prepakproducts.com
- Order by phone or fax (7:30 am - 4 pm PST)
Phone: 1-800-544-7257; 760-643-0390 (x280)
Fax: 1-800-577-3725; 760-643-0391
- Purchase order numbers are accepted at checkout
- Payments accepted; Visa, Mastercard, American Express and Discover
- Net 30 terms will be accepted after PrePak authorization. Please email info@prepakproducts.com or call 800-544-7257 x 280 for more information.

Shipping:

- Orders typically ship out within 24-48 hours of processing, M-F holidays excluded. For Rush Orders please contact PrePak by phone.
- Shipping costs, plus a \$3.00 handling fee, are added to all orders.
- We ship via UPS, FedEx and USPS. You can choose your shipping at checkout
- If you prefer to use your own shipping account you can do so at checkout

Sales Tax:

- Sales tax of 7.25% will be added to all orders delivered within California. For orders shipped within San Diego County sales tax will be 7.75%

Returns:

- Your satisfaction is 100% guaranteed. If you feel a product does not meet your expectations simply return it within 30 days of receipt for exchange or full product refund (excluding freight).
- Products must be purchased from PrePak for a product refund. If you purchased your product from another source it must be returned to them.
- All returns must include an RMA# (return material authorization number). To expedite the return process please call (1-800-544-7257; 760-643-0390 (x280)).
- Returned items must be returned in excellent/unused condition, in salable condition, and not expired.

Pricing Policy

- To view Health and Fitness Provider pricing you must register as such. Retail Pricing is the default on our website.
- Prices are subject to change without notice
- We reserve the right to discontinue products

USER REVIEW POLICY

Users are welcomed and invited to leave constructive product reviews on this website. PrePak takes no responsibility nor assumes any liability for user-submitted content. PrePak reserves the right, but is not obligated, to monitor, remove, edit, or reject any user-submitted content. By posting product review content on this website, you grant PrePak a non-exclusive, royalty-free, perpetual, irrevocable, transferable right and license to use, publish, display, modify, reproduce, transmit, create derivative works from and distribute such content in any and all forms, technologies and mediums throughout the world. You also grant PrePak the right to use the name, job title and city/state submitted in connection with the review, although PrePak has no obligation to use this information in connection with the submitted content. You represent and warrant that you control or own the rights to any content you post and, therefore, are able to grant the above licenses.

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SECURITY

You are responsible for maintaining the confidentiality of your logon information and are fully responsible for all activities that occur under your password or user name. You agree (a) to immediately notify PrePak of any unauthorized use of your password or user name or any other breach of security, and (b) to ensure that you exit from your account at the end of each session.

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SOME STATES OR NATIONS MAY NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN ALL CASES.

INDEMNIFICATION BY USER

You agree to defend, indemnify, and hold harmless PrePak, its affiliates, and their respective employees, agents, contractors, officers, directors, successors and assigns from all liabilities, claims, damages and expenses, including without limitation attorneys' fees and costs, that arise from your use, misuse of this site or use of any software application associated with the use of this Website.

TERMINATION

PrePak shall have the right to immediately terminate this agreement with you and your use of the Website if it determines in its sole discretion that you have breached any of these Terms and Conditions or otherwise been engaged in conduct which PrePak determines in its sole discretion to be unacceptable.

CHOICE OF LAW AND FORUM

These Terms and the relationship between you and PrePak shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding its conflict of law provisions, and for claims not subject to arbitration, such claims shall be brought exclusively in the courts located within San Diego County, California. You and PrePak agree to submit to the personal and exclusive jurisdiction of the courts located within San Diego County, California, and to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

A printed version of these Terms and Conditions and of any notice given in electronic form will be admissible in judicial or administrative proceedings relating to these Legal Terms and Conditions to the same extent and subject to the same conditions as other business documents originally generated and maintained in printed form. For purposes of any dispute, PrePak's records shall be conclusive in all respects.

INTEGRATION AND SEVERABILITY

These Legal Terms and Conditions constitute the entire agreement between you and PrePak with respect to this website and supersede all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between you and PrePak with respect to this site. If any part of these Terms and Conditions is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

CONTACT US

If you have any questions or concerns with respect to these Terms or the Site, or to report any violations of these Terms, please contact us at: info@PrePakProducts.com or 800-544-7257

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