



–HERBAL FRACTURE–

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Changes

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You will receive a password and account designation after you have completed an account registration form and provided the required account information. You agree to maintain the security of your account on our website, including the confidentiality of your password and other account information, and you are fully responsible for all activities that occur under your password or account, including all charges resulting from unauthorized use of your account. You agree to immediately notify us of any unauthorized use of your password or account or any other breach of security.

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Always seek the advice of your physician or other qualified health professional with any questions you may have regarding a medical condition.

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Indemnity

You agree to indemnify, defend and hold harmless Herbal Fracture, its subsidiaries, affiliates, officers, directors, employees, agents, suppliers, contractors, licensors, and service and content providers (hereinafter known as the "Indemnified Parties") from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms and Conditions or any activity related to your account (including negligent or wrongful conduct) by you or any person accessing the site using your account. You also agree to indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this site.

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In no event shall any Indemnified Parties be liable for any actual, consequential, incidental, direct, indirect, punitive, exemplary, special, or other damages, including without limitation loss of revenue or income, profits, value or use, pain and suffering, or similar damages, even if the company has been advised of the possibility of such damages. No person is authorized on behalf of Herbal Fracture to give any other representations, or to modify or extend the limited warranties provided on this website, or to

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Tetrahydrocannabinol Disclaimer

Herbal Fractures industrial-hemp derived supplements, and the majority of industrial-hemp products on the market, contain a naturally occurring trace amount of tetrahydrocannabinol (THC). The amount of THC in our products never exceeds 0.3% concentration by weight, per state and federal regulations and definitions of industrial hemp, and while it is highly unlikely that one would fail a traditional drug test from using our products, that possibility cannot be ruled out. Taking excessive amounts of industrial hemp products, the type or method of drug test utilized, and an employer's or organization's requirements and policies, among other things, are factors that may influence drug test results. By agreeing to these Terms and Conditions and placing an order with us, you are indicating that you understand that failing a drug test is a possibility when using industrial hemp products, and that you waive the right to make a claim against Herbal Fracture for any matters related to any drug test you take or the results of any such drug test, including the loss of employment or any employment opportunity or the imposition of a civil or criminal penalty.

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Some states restrict the use or extent of limitations or exclusions regarding warranties, so the foregoing limitations may not apply in full to you.

Notice

Herbal Fracture may deliver notice to you by means of a general notice posted on the site, or to an e-mail to any address you have provided to Herbal Fracture, or by any other method reasonably believed by Herbal Fracture to be reliable.

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These Terms and Conditions and your use of this site shall be governed in all respects by the laws of the state of Colorado, United States of America, without regard to choice of law provisions, and not by the 1980 United Nations Convention on contracts for the international sale of goods. You agree that personal jurisdiction and venue in any legal proceeding directly or indirectly arising out of or relating to this site or these Terms and Conditions (including but not limited to the purchase of Herbal Fracture products) shall exclusively be in the state and federal courts located in Colorado, and you waive any right to object to the laying of venue in such courts and the right to claim inconvenient forum. Any disputes arising from services provided via the website shall be subject to the laws of the Colorado. Any cause of action or claim you may have with

respect to this site (including but not limited to the purchase of Herbal Fracture products) must be commenced within the acceptable statute of limitations.

Herbal Fracture failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or right.

Neither the course of conduct between the parties nor trade practice shall act to modify any of these Terms and Conditions. If any part of these Terms and Conditions is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

Prices and Taxes

Prices listed on this website for products or services, unless otherwise noted, are exclusive of shipping charges, and of any applicable value-added, sales, use, excise, transfer, transport, or other tax, tariff or duty of any sort imposed by any government authority ("Taxes"). Customers are solely responsible for all Taxes payable in connection with the purchase of products or services.

Product Availability; Orders

All purchases through our website are subject to product availability. We may, in our sole discretion, limit or cancel the quantities offered on our website or limit the sales of our products or services to any person, household, geographic region or jurisdiction. We reserve the right, in our sole discretion, to refuse orders. If we believe that an order is false or fraudulent, we may cancel the order and reserve the right to inform the relevant authorities.

Payment methods

For online orders, we accept payment by Visa and Mastercard. If a payment is not successfully settled, due to invalid payment method, declined credit, expiration, insufficient funds or otherwise, we reserve the right to cancel your order. Orders are shipped only after receipt of full payment. For certain payment methods, you may be charged a processing fee, foreign exchange/translation fee (international orders) or other fees; you are solely responsible for the payment of all such fees. Check with your payment method service provider for details. Herbal Fractures Terms and Conditions, including, without limitation, the provisions regarding limitation of liability and indemnification, apply with respect to payment methods and payment processing, and Herbal Fracture is not responsible for any charges, errors or losses that may result from any payment method used by you for the purchase of our products.

Typographical and Inadvertent Errors

In the event that a Herbal Fracture product is mistakenly listed at an incorrect price, Herbal Fracture reserves the right to refuse or cancel any orders placed for that at the incorrect price, whether or not the order has been confirmed and your credit card charged. If your credit card has been charged for the purchase and your order is canceled, Herbal Fracture shall issue a credit to your credit card account in the amount of the incorrect price charged to you.

Promotion and Coupon Codes

Multiple coupon codes cannot be used simultaneously. When buying bulk volume through the website for special tiered discounts, no coupon code can be used.

Shipping & Delivery

We generally ship items within one or two business days of our receipt and acceptance of an order. If there is a delay affecting our ability to ship generally, we will attempt to conspicuously post that fact on this site.

We fill domestic orders using United States Postal Service Priority Mail or United Parcel Service, which generally results in delivery within two to three days. Requests for use of a courier service or for overnight shipping cannot be processed on this website. Unless otherwise expressly agreed in writing, TIME IS NOT OF THE ESSENCE, and any delivery date requested or provided is an estimate only. Herbal Fracture is not responsible for delays or for non-performance resulting from causes beyond its reasonable control, including without limitation laws, rules, regulations or acts of any government, embargoes, blockades, armed conflict, terrorism, labor disputes, delays of carriers or suppliers, shortages of material, accidents, fires, floods, weather conditions and any other acts of God. Unless otherwise noted on this website, you will be charged for the cost of shipping, and title and risk of loss will pass to you upon Herbal Fractures delivery of the products you order to the any carrier service.

International Sales

We are not currently accepting any new international clients. However, all international sales are subject to all applicable U.S. and foreign export controls (including, without limitation, the Export Administration Act of 1979, the Export Administration Regulations promulgated thereunder, the U.S. Arms Export Control Act and the International Traffic in Arms Regulations), and by placing an order through this website, you affirm that you will comply with all such applicable export controls and regulations. You will be the importer of record and are responsible for all required licenses, permits, and authorizations. Customs and import duties may apply to international sales. Those charges are your responsibility and may vary from country to country. It is your responsibility to check with the appropriate authorities to verify whether the country to which you are having products delivered permits the importation of those products and whether customs or import duties or similar charges will apply. Herbal Fracture is not responsible for any direct, indirect, punitive, or consequential damages that arise from improper international shipping practices.

Returns/Refunds Policy

We understand that you may need to return a product. Should you feel the need to do so, you have 30 days from the date of purchase to initiate the process. Please contact us at 970-368-6062 or contact@herbalfracture.com and one of our Customer Care Representatives would be happy to assist you. Limited to one return or exchange per customer. Only purchases up to \$110.00 qualify for a refund. We do not take returns based on taste. We

typically process approved return/refund requests within 2-3 business days. If your product was purchased through a Herbal Fracture distributor or retailer, you will need to go back to your original purchase location for any return or exchange.

Lost Packages

If a package was lost after we shipped it, which does occasionally occur, Herbal Fracture will not be responsible if the tracking information lists the order as “delivered,” which means the carrier service delivered the product to the address specified. If the package is sent to an address other than the one you specified, upon return of the original package to Herbal Fracture, Herbal Fracture will reship the order. Please note that Herbal Fracture is not responsible for errors of carrier services, or if you provide or confirm an incorrect address. It, therefore, is very important that you ensure that the address you give to us is exactly correct, as any mistake could delay delivery and will entail extra expense to you. If you place an order by phone, we will read the delivery address (and other information you provide) aloud and repeat it to you, to help you be sure it is correct.

Product Defects & Damaged Packages

We allow three days from the date of delivery to notify us if there is any type of defect with a product or if the package it was in was damaged in transit. If we aren't notified of defects or damages within the three-day window, it is understood that the package and products were in good condition upon delivery.