

TERMS AND CONDITIONS OF SALE

ONLINE PURCHASE OF SHOWER GRATE SHOP PRODUCTS

(CONSUMERS)

Effective Date: October 5, 2016

The following terms and conditions of sale (the “**Terms of Sale**”) apply to any product (each a “**Product**”) ordered from or purchased through the website located at www.showergrateshop.com (the “**Website**”). By using the Website to place any order for any Product(s) (an “**Order**”), you hereby accept and agree to be bound by the Terms of Sale, which are a legally binding agreement between you and Shower Grate Shop Inc. (“**SGS Inc**”).

Orders placed through the Website are to be made for lawful purposes only. By submitting an Order, you represent that you have capacity and authority to commit to these Terms of Sale and that the Order is being placed for lawful purposes.

THESE TERMS OF SALE CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS DISCLAIMERS, LIMITATIONS OF LIABILITY, EXCLUSIONS OF LIABILITY AND OTHER PROVISIONS THAT MAY AFFECT YOUR RIGHTS AND REMEDIES. PLEASE REVIEW THESE TERMS OF SALE CAREFULLY BEFORE PROCEEDING WITH YOUR ORDER.

1. Website; Account

The use of the Website is governed separately by SGS Inc’s terms of service (the “**Terms of Service**”), accessible [here](#), and by SGS Inc’s online privacy policy (the “**Online Privacy Policy**”), accessible [here](#). By submitting an Order, you hereby confirm that you have read and agreed to the Terms of Service and Online Privacy Policy. In the event of any conflict between any provision in these Terms of Sale and any provision in the Terms of Service or Online Privacy Policy, these Terms of Sale shall govern with respect to the subject matter hereof.

Online purchasing is available to you through the account you create on the Website (the “**Account**”). By submitting an Order, you represent and warrant that: (i) you are the Account holder or an authorized representative of the Account holder, and (ii) all Account information is accurate, complete, and current. Upon any change to the information associated with the Account, including but not limited to contact information such as telephone number(s) and/or email address(es), you are solely responsible for notifying SGS Inc. to ensure that the information associated with the Account is accurate, complete, and current.

You represent and warrant that you hold the account corresponding to any telephone number and any email address that you provide to SGS Inc., or that you have the account holder's permission to use such telephone number and email address. You agree to defend, indemnify, and hold harmless the SGS Inc. Released Parties (as defined below) (including any party initiating communications on their behalf) from and against any and all losses, actions, claims, damages, costs and expenses (including those related to or arising under the Telephone Consumer Protection Act) arising from, related to, or caused in whole or in part by (i) your provision of a telephone number or email address that you are not authorized to provide or (ii) your failure to notify SGS Inc. if you change your telephone number or email address.

2. Electronic Documents; Transaction

You hereby agree that your submission of an Order through the Website and your participation in the electronic processes logically associated with the Order constitutes an electronic signature of this Agreement for the Order and has the same legal effect as if you signed such Agreement in ink and shall be deemed valid, authentic, enforceable, and binding.

By submitting an Order, you hereby agree that SGS Inc., its service providers, agents, and/or other parties initiating communications on its behalf may provide any communication or notification relating to the Order to you by electronic means, and you hereby consent to receive by electronic means any and all agreements, documents, disclosures, and/or notices relating to the Order and/or required to be given by applicable law (the "Electronic Communications"). You also consent that SGS Inc., its service providers, agents responding to any inquiries or communications relating to the Order, and/or other parties initiating communications on its behalf may contact you by telephonic, electronic, or other forms of communication, including but not limited to e-mail, voice call or text message (including non-marketing calls and text messages made using an automatic telephone dialing system or a prerecorded or artificial voice), fax, or other means, regardless of the format of the original inquiry. You further agree that electronic and/or recorded copies of communications are valid, and that you will not contest the validity or enforceability of such Electronic Communications or any related transmissions, absent proof of altered data or tampering.

By submitting an Order, you acknowledge and agree that all Electronic Communications will (i) have the same legal effect as signed paper communications, (ii) be considered a "writing" or "in writing", and (iii) be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. You agree that all Electronic Communications and actions recorded by SGS Inc. will be deemed valid and admissible originals. If you do not agree with these Terms of Sale, do not use SGS Inc.'s Website. You may have the right to withdraw your consent to receive certain Electronic Communications, and, when required by law, SGS Inc. will provide you with paper copies upon request. You may make such a request via info@showergrateshop.com,

www.showergrateshop.com, 800-746-9885. If you withdraw your consent, SGS Inc. reserves the right to terminate your use of the Account and/or the Website. To receive, access, and retain Electronic Communications that SGS Inc. sends, you must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in PDF format. Your device or computer must have the ability to print, or download and store, e-mails and PDF files. By accepting these Terms of Sale, you confirm that you are able to receive, access, and retain the Electronic Communications that SGS Inc. may send. You may update your Account's contact information www.showergrateshop.com.

You can retain a copy of the Agreement for your records by either printing the document or saving a PDF version of the Agreement on your computer system or mobile device. You confirm that you have sufficient knowledge of the computer system or mobile device used to submit the Order to print or save a copy of these Terms of Sale and other documents relating to the Agreement. The details of the Order, together with other notifications from SGS Inc., shall be sent to the e-mail address associated with the Account.

3. Order; Order Validation; Order Acceptance

Before submitting an Order, you will be shown an order validation screen that shows the details of the Order (the "**Order Validation Screen**"). You agree to verify and confirm the accuracy of all information as it appears in the Order Validation Screen. Once you confirm and submit the Order, the foregoing shall constitute a binding offer to purchase the Product(s) identified at the prices shown in the Order Validation Screen and subject to any taxes and charges shown in the Order Validation Screen.

You cannot withdraw or cancel the Order after submitting it through the Website.

The Order shall be deemed accepted by SGS Inc. only when the Website sends an order acceptance e-mail to the e-mail address associated with the Account, or if SGS Inc. otherwise fulfills the Order and provides you with confirmation of the foregoing (in each case, "**Order Acceptance**").

Notwithstanding the foregoing, Order Acceptance does not constitute confirmation by SGS Inc. of the availability of any Product or the requested quantities of any Product. Following Order Acceptance, if it is determined that any Product is not available, SGS Inc. will notify you by e-mail (or by other means of communication using the information in your Account) and refund you for the unavailable Product. Any Product in an Order that is available at the time of Order Acceptance shall be shipped in the ordinary course.

SGS Inc. reserves the right, in its sole discretion, to limit quantities of any Product purchased in any particular order or by a particular person.

4. Order Cancellation

SGS Inc. may, in its sole discretion, refuse or cancel any Order even after confirmation of Order Acceptance and even after payment for such Order has been processed. In the event of such cancellation, SGS Inc. shall provide e-mail notification to the e-mail address associated with the Account (or by other means of communication using the information in your Account) and provide a refund for such refused or canceled Order.

5. Personal Information

By placing an Order, you consent to the collection and use of personal information about you, specifically that you have submitted an Order and completed a purchase of a Product, together with the details of the Order. Such personal information will be collected, stored, used, disclosed, and retained according to the terms and conditions of the Online Privacy Policy.

6. Availability; Prices

All Products listed on the Website are subject to availability. You acknowledge and confirm that in the event of any limited supply of a Product, SGS Inc. may allocate such supply in its sole discretion.

Product pricing in regards of the Order is that indicated on the Order Validation Screen. Please review the foregoing carefully before confirming the Order. In the event of any discrepancy between the pricing displayed on the Website (including pricing specified in any Content) and the pricing displayed on the Order Validation Screen, the pricing displayed on the Order Validation Screen shall apply to the Order.

All prices on the Website and the Order Validation Screen are stated in U.S. dollars and do not include applicable state and federal sales taxes or shipping and handling charges, which shall be included in the invoice for the Order and be paid by you together with payment of the underlying cost of the purchased Product.

7. Payment Processing

Payment for the Order will only be processed through use of a valid Visa, Mastercard, American Express, or Discover credit card (a "**Credit Card**"). By submitting an Order, you represent and warrant that you are the cardholder of the Credit Card or an authorized representative of such cardholder. Any payment made by Credit Card is subject to the approval and terms and conditions of the financial institution that issued the Credit Card.

You acknowledge and understand that the payment for the Order will be processed using a third party payment processor. SGS Inc. will not come into possession of Credit Card information and is not responsible for any acts or omissions of the third party payment processor.

Any refund or other credit to the Order will be applied to the Payment Method.

8. Shipping; Delivery

Orders accepted and confirmed by SGS Inc. will be shipped as soon as commercially reasonable, subject to availability. You are solely responsible for all shipping, handling, and insurance costs, if applicable. Customers can specify a preference for delivery service and for standard or premium delivery.

Shipping charges will vary, depending on quantity and weight of the Product ordered and delivery service requested. An estimated total shipping charge will be provided in the Order Validation Screen before you confirm the Order.

9. Ownership; Risk of Loss

Title to and ownership of any Product purchased in conjunction with the Order will pass upon the later of (i) payment in full of the price and associated charges and costs by you, or (ii) delivery of said Product to the third party carrier retained for delivery of said Product. You assume all risks of loss or damage in regards to the Product at the time of transfer of ownership to you.

10. Return Policy

If you are unhappy with the Product you purchased, you may contact SGS Inc.'s customer service desk at 800-746-9885 within 30 days of receipt of the Order (as stated in SGS Inc.'s records) in order to request a refund of Product that you are returning. An RMA number must be issued in order for a Product to be accepted as a return. The RMA number must be clearly visible on the package. You are solely responsible for returning the Product to SGS Inc. in its original state and for all related costs.

Returns are subject to a twenty-five percent (25%) restocking fee which will be deducted from the refund payable to you. A refund will only be issued upon receipt of the Product being returned in its original condition. No refund will be provided for any shipping, delivery and handling charges or for the cost of any insurance procured, if any, for shipment of the Product.

CUSTOM ORDERS OF DERA-LINE, GARDA-LINE OR PLATINUM GRATE ARE NONREFUNDABLE UNLESS AT THE DISCRETION OF SGS INC.

11. Claims

If a purchased Product is received in a damaged condition, short shipped, misdelivered or defective, please contact SGS Inc.'s customer service desk at 800-746-9885 at the time of receipt of the Order (as stated in SGS Inc.'s records) in order to exchange such damaged Product. SGS Inc. may require that you provide proof of such damage and

may require that you return the damaged Product at SGS Inc.'s cost and using such carrier as specified by SGS Inc. Following SGS Inc.'s receipt of such damaged Product (or following SGS Inc.'s waiver of return of the damaged Product), SGS Inc. will deliver, at its sole cost, a replacement of the damaged Product or refund the price of the Product, as determined by SGS Inc. Territorial Restriction

12. Territorial Restriction

Products will only be shipped to U.S. addresses. You agree not to export or resell any Product purchased through the Website outside of the United States.

13. Warranty

SGS Inc. warrants its Products in accordance with SGS Inc.'s warranties, accessible [here](#).

PLEASE NOTE THAT SOME JURISDICTIONS MAY REQUIRE BROADER WARRANTIES THAN THE ABOVE LIMITED WARRANTIES IN CONNECTION WITH CONSUMER SALES. IN REGARDS TO CONSUMER SALES IN ANY SUCH JURISDICTION, THE ABOVE WARRANTIES WILL BE DEEMED AMENDED TO ALIGN WITH THE MINIMUM REQUIREMENTS PROVIDED UNDER SUCH JURISDICTION'S APPLICABLE LAWS.

14. Disclaimer

OTHER THAN THE LIMITED WARRANTIES DESCRIBED IN SECTION 13 OF THESE TERMS OF SALE, SGS INC. HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY SORT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, QUALITY, DURABILITY, LEGALLY CONFORMING NATURE, NON-INFRINGEMENT, OR THOSE ARISING FROM A COURSE OF DEALING, USAGE OR TRADE. WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, SGS INC. MAKES NO WARRANTY REGARDING THE ACCURACY OF ANY PRICING, DESCRIPTION, PICTURES, OR COLOR OF PRODUCTS SHOWN ON THE WEBSITE.

YOU ACKNOWLEDGE AND UNDERSTAND THAT COMMUNICATIONS THROUGH THE INTERNET AND OTHER PUBLIC NETWORKS MAY BE INTERCEPTED AND THAT ELECTRONIC COMMUNICATIONS SENT TO YOU IN REGARDS TO THE ORDER INCLUDING, WITHOUT LIMITATION, E-MAIL CONFIRMATIONS AND NOTIFICATIONS, MAY BE VIEWED AND/OR INTERCEPTED BY THIRD PARTIES. YOU ACCEPT ALL SUCH RISKS AND ALL OTHER RISKS THAT ARE INHERENT TO THE USE OF AN ELECTRONIC PLATFORM AND/OR ELECTRONIC COMMUNICATIONS THROUGH A PUBLIC NETWORK.

YOU ACKNOWLEDGE AND CONFIRM THAT THIS SECTION CONSTITUTES AN ESSENTIAL PROVISION OF THE AGREEMENT BETWEEN YOU AND SGS INC. AND THAT IN THE ABSENCE OF THE PROTECTION PROVIDED TO SGS INC. PURSUANT TO THIS

PROVISION, SGS INC. WOULD NOT HAVE PROVIDED YOU WITH ANY RIGHT OR OTHER BENEFIT IN REGARDS TO THE WEBSITE, CONTENT, SERVICES AND/OR PRODUCTS.

PLEASE NOTE THAT CONSUMER PROTECTION LAWS IN THE JURISDICTION IN WHICH YOU RESIDE MAY EXCLUDE OR LIMIT THE APPLICATION OF THE FOREGOING DISCLAIMERS AND THAT IN SUCH CIRCUMSTANCES THIS SECTION 14 MAY NOT APPLY TO YOU OR MAY APPLY WITH CERTAIN MODIFICATIONS SO THAT IT COMPLIES WITH APPLICABLE LAWS.

15. Limitation of Liability

IN NO EVENT WILL SGS INC., ITS PARENT, ITS AFFILIATES, ITS DISTRIBUTORS, OR ITS AUTHORIZED DEALERS, TOGETHER WITH THEIR RESPECTIVE DIRECTORS, EMPLOYEES, CONTRACTORS, SERVICES PROVIDERS, AGENTS, LICENSORS, OR OTHER REPRESENTATIVES, (COLLECTIVELY, THE "**SGS INC. RELEASED PARTIES**") BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, HOWSOEVER CAUSED, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE, WORK STOPPAGE, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF REVENUE, LOST DATA, LOSS OF BUSINESS OPPORTUNITY, LOSS OF REPUTATION, OR DEPRECIATION OF GOODWILL, EVEN IF A SGS INC. RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. WITHOUT LIMITATION TO THE FOREGOING (AND ONLY IN REGARDS TO THOSE TYPES OF DAMAGES NOT EXCLUDED IN THIS SECTION 15), THE MAXIMUM LIABILITY OF THE SGS INC. RELEASED PARTIES FOR DAMAGES RELATING TO AN ORDER SHALL NOT EXCEED THE PRICE ACTUALLY PAID FOR THE PRODUCT IN SUCH ORDER GIVING RISE TO SUCH DAMAGES.

YOU ACKNOWLEDGE AND AGREE THAT THIS SECTION 15 CONSTITUTES AN ESSENTIAL PROVISION OF THE AGREEMENT BETWEEN YOU AND SGS INC. AND THAT IN THE ABSENCE OF THE PROTECTION PROVIDED TO SGS INC. PURSUANT TO THIS PROVISION, SGS INC. WOULD NOT HAVE PROVIDED YOU WITH ANY RIGHT OR OTHER BENEFIT IN REGARDS TO THE WEBSITE, ITS CONTENT, SERVICES, AND/OR PRODUCTS, NOR WOULD SGS INC. HAVE FULFILLED THE ORDER.

PLEASE NOTE THAT APPLICABLE LAWS IN THE STATE IN WHICH YOU RESIDE MAY EXCLUDE OR LIMIT THE APPLICATION OF THE FOREGOING EXCLUSION AND LIMITATION OF LIABILITY. IN SUCH CIRCUMSTANCES, THIS SECTION 15 MAY NOT APPLY TO YOU OR MAY APPLY WITH CERTAIN MODIFICATIONS SO THAT IT COMPLIES WITH THE LAWS IN THE JURISDICTION IN WHICH YOU RESIDE.

16. Force Majeure

If SGS Inc. is prevented from fulfilling an Order due to events outside its reasonable control, including but not limited to acts of God, fire, strike, lock out, labor controversy, civil unrest, unavailability of public infrastructure, unavailability of public

telecommunications networks, war, insurrection or apprehended insurrection, terrorism, quarantine, change in applicable laws, or act of government, SGS Inc. reserves the right, in sole discretion, to extend the estimated delivery date to one which is reasonably practicable or to cancel the Order and offer a refund for the purchase.

17. Governing Law; Exclusive Courts

Any claim relating to any Order shall be governed by the laws of the State of New York without regard to its conflict of law provisions.

In the event of a dispute between you and SGS Inc., you agree to submit to the non-exclusive jurisdiction of the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York state court sitting in the Borough of Manhattan, City of New York.

You hereby waive any right you may have to (i) a trial by jury and (ii) the commencement of or participation in any class action against SGS Inc., its parent, its affiliates, its distributors and/or its authorized dealers related to the Website, the Product, and/or the ordering of the Product through the Website, and, where applicable, you also agree to opt out of any class proceedings against SGS Inc.. The foregoing provision may not be enforceable pursuant to the laws in the jurisdiction in which you reside and, in such cases, the provision will be modified to comply with applicable law.

18. Interpretation

The division of these Terms of Sale into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms of Sale. In these Terms of Sale, words importing the singular number include the plural and vice versa; words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts, and unincorporated associations, and any other entity.

19. Entire Agreement; Amendment

The agreement formed by these Terms of Service, as these may be amended from time to time (and supplemented by any document incorporated by reference in these Terms of Service, including the Online Privacy Policy and the Terms of Service), and any and all other legal notices and policies on the Website, constitute the entire agreement between you and SGS Inc. with respect to access to the Website.

Any purported or attempted amendment of these Terms of Sale or any inclusion of additional contractual terms or conditions by you is without effect. Likewise, any attempt by you to amend or supplement the Terms of Sale through other means of communications is without effect. In each such situation, these Terms of Sale shall continue without modification, qualification, or exception.

20. Waiver

No waiver of any provision of these Terms of Sale shall be binding on SGS Inc. unless executed by an authorized representative of SGS Inc. in writing. No waiver of any of the provisions of these Terms of Sale shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

21. Severability

Any provision or portion of a provision of these Terms of Sale which is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable in such jurisdiction will, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity, or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions (and the remaining enforceable portion of such provision, if any) of these Terms of Sale or affecting the legality, validity, or enforceability of such provision in any other jurisdiction.

22. Enurement

These Terms of Sale shall enure to the benefit of SGS Inc. and its respective successors and assigns.

23. Confirmation

By placing an Order, you acknowledge having read these Terms of Sale before accepting them, having the authority to accept these Terms of Sale, and having had the opportunity to save or print a copy of these Terms of Sale.

© 2016, Shower Grate Shop Inc.