

## **Product Disclaimer, Waiver and Hold Harmless**

“You” refers to customers purchasing products from RetailOne, LLC and the customer’s successors, agents and assigns.

Products are sold to You conditioned upon your acceptance without modification of the terms, conditions and notices contained herein.

RetailOne, LLC disclaims any warranty for products sold by RetailOne LLC and manufactured by others. RetailOne LLC does not warrant the fitness of any product, whether manufactured by RetailOne LLC or others, for any particular purpose.

No guarantees are given or implied by RetailOne as to the production or efficiency or performance of any product.

As to products RetailOne LLC sells to you that are manufactured by someone other than RetailOne LLC, under Georgia law, a product seller is not liable as a manufacturer of a product. To the extent RetailOne LLC is acting as a product seller only, You waive, release, and hold harmless RetailOne LLC from and against and all liability, claims and damages arising out of or related to the use or misuse of any product sold to you by RetailOne, LLC. This waiver, release and hold harmless is intended to be construed in the broadest manner possible.

In no event shall RetailOne LLC be liable for direct, indirect, punitive, incidental, special or consequential damages whatsoever arising out of or connected with the use or misuse of any product.

RetailOne LLC reserves the right to change the terms, conditions, and notices under which products are sold.

If any part of this Product Disclaimer, Waiver and Hold Harmless is determined to be void, invalid or unenforceable, including but not limited to warranty and liability disclaimers and limitations of liability, then the void, invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall be in full force and effect.

This Product Disclaimer, Waiver and Hold Harmless is governed by the laws of Georgia.

In the event the parties are not able to resolve any dispute between them arising out of or concerning a product sold to You or concerning this Product Disclaimer, Waiver and Hold Harmless, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in Fulton County, Georgia. The arbitrator's award shall be final, and judgment may be entered upon it in

any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns a product sold to You or this Product Disclaimer, Waiver and Hold Harmless, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims arising as a result of or relating to a product sold to You or this Product Disclaimer, Waiver and Hold Harmless, whether directly or indirectly, including but not limited to tort claims. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the arbitrator.

Any arbitration under this Product Disclaimer, Waiver and Hold Harmless will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both You and RetailOne LLC agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.