KITSBOW

TERMS OF PURCHASE

On March 13, 2020, a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak was issued. In accordance with subsequent guidance issued by the Center for Disease Control and Prevention (“CDC”), in settings where facemasks are not available, individuals might use homemade masks (e.g., bandana, scarf) to avoid exposure to COVID-19 as a last resort. However, non-medical masks such as “homemade” masks are not considered personal protective equipment (“PPE”) because their capability to protect health care personnel is unknown. Caution should be exercised when considering this option. According to the CDC Homemade masks should ideally be used in combination with a face shield that covers the entire front (that extends to the chin or below) and sides of the face. https://www.cdc.gov/coronavirus/2019-ncov/hcp/ppe-strategy/face-masks.html

Kitsbow Cycling Apparel recommends you follow CDC guidelines and use FDA-approved items if possible and to use the Kitsbow items only as a last resort. This product has not been approved by the Food and Drug Administration. This is not a N-95 Respirator. This product has not been tested. Use the product at your own risk.

In accepting and paying this invoice, you acknowledge that Kitsbow Cycling Apparel is not a medical supply manufacturer and is offering these products for sale only in the interests of providing supplies during a national emergency as declared by the President of the United States on March 13, 2020. https://www.whitehouse.gov/presidential-actions/proclamation-declaring-national-emergency-concerning-novel-coronavirus-disease-covid-19-outbreak/

In accepting and paying this invoice, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of North Carolina, without regard to principles of conflict of laws, will govern any dispute of any sort that might arise between you and Kitsbow Cycling Apparel.

KITSBOW CYCLING APPAREL MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE FULL EXTENT PERMISSIBLE BY LAW, KITSBOW WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY PRODUCTS INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. PURCHASER AGREES TO HOLD KITSBOW CYCLING APPAREL HARMLESS FOR ANY INJURY OR DAMAGE.

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