

# Pre-Order Terms & Conditions

## SUMMARY OF PRE-ORDER TERMS & CONDITIONS

We will do our best to ship Pre-Order Products in accordance with their expected ship date. If this changes, we'll do our best to let you know.

You are responsible for keeping your shipping and contact information up-to-date to ensure proper shipment of any Pre-Order Products. Please email us at [info@biosathleticzapparel.com](mailto:info@biosathleticzapparel.com) if you need to update any of this information.

You will be charged at time of placing a Pre-Order. If we're unable to commence shipping one-year from order placement, we'll provide a full-refund at your request. No discounts, refunds or credits will otherwise be offered due to any such delays.

DISCLAIMER: THIS SUMMARY OF PRE-ORDER TERMS & CONDITIONS (THE "**SUMMARY**") IS INTENDED TO ASSIST YOUR REVIEW OF BIOS ATHLETICZ CO. LLC TERMS (AS DEFINED BELOW). THIS SUMMARY IS IN NO WAY INTENDED TO BE COMPREHENSIVE AND ANY CONFLICTS WILL BE GOVERNED ENTIRELY BY THE TERMS BELOW.

## FULL PRE-ORDER TERMS & CONDITIONS

These Pre-Order Terms and Conditions (these "**Terms**") govern the placing of pre-orders ("**Pre-Order**") with BIOS ATHLETICZ CO LLC, doing business as BIOS ATHLETICZ for the Products (as defined below). Please read these Terms carefully before submitting your Pre-Order of any BIOS ATHLETICZ. By submitting your Pre-Order, you agree to be legally bound by these terms.

## SECTION 1 - PRODUCTS

You may pre-order BIOS Athleticz Products, separately or in combination with each other. The Company may also make other BIOS Athleticz products available for pre-order in its discretion.

## SECTION 2 - PRE-ORDER REGISTRATION

When placing a Pre-Order, you will be required to provide certain information, such as your address and billing information. You represent and warrant that all such information is accurate,

and you shall ensure that such information is kept current. The Company shall have no responsibility or liability for inaccurate information or information that later becomes outdated, and shall have no obligation to make efforts to determine the correct contact or shipping information. You can update your information at any time prior to your Product being shipped by sending an e-mail to [info@biosathleticzapparel.com](mailto:info@biosathleticzapparel.com) or by editing your order via the link provided in your confirmation email.

### SECTION 3 - PAYMENT

You will be charged at the time of placing a Pre-Order. If the Company is unable to commence shipping of a Pre-Order Product on or before the one-year anniversary of your placing the Pre-Order for that Product, the Company shall process a full refund to you. All Pre-Orders are handled through the Shopify Payment platform. Methods of payment accepted are Visa, Master Card, American Express, Discover, PayPal and others as made available from time to time by the payment gateway provider. **Your placing of a Pre-Order constitutes your express agreement to the company charging of your provided payment method at such time.** The purchase price does not include import duties, taxes and other government charges, which are your responsibility.

### SECTION 4 - SHIPPING

The expected shipping date for Pre-Order Products will be clearly noted on each Product page, subject to reasonable delays in manufacturing and/or delivery. Such date is only an estimate, is subject to change, and Company does not represent or warrant that it will be able to ship the Product by the estimated date. As a result, in the event that a delay arises and the estimated shipment and/or release of the product is not met, BIOS Athleticz Co. LLC is not responsible for any damages that may occur due to the delay, nor shall it be obligated, except as set forth in these Terms, to provide any discounts, refunds or credits due to any such delays. The Products will be shipped in the order in which your Pre-Order is received by the Company. Shipments will be made Monday – Friday, excluding holidays, unless otherwise noted.

### SECTION 5 - NO CANCELLATION / REFUND

Once you place your order, your order is final, noncancelable and nonrefundable, except as specified in these terms and the applicable terms of sale.

### SECTION 6 - TERMS & CONDITIONS OF SALE

The purchase of the Products is subject to additional terms and conditions provided by Company, including in respect of any software included in the Products or intellectual property

embodied in the Products or data collected by the Products. The current Terms and Conditions of Sale can be found [here](#) and are subject to change without notice. Your purchase of the Product will be subject to these Terms and Conditions and the refund policy

## SECTION 7 - PRIVACY

The information you provide for the Pre-Order of Products will be subject to the Company's Privacy Policy found [here](#).

## SECTION 8 - DISCLAIMER

Except as expressly provided in the Company's Terms and Conditions of Sale ([found here](#)) and Shipping & Returns Policy ([found here](#)), and to the maximum extent permitted by applicable law, the Products are provided "as is" and "as available", with all faults and without guaranteed warranty of any kind, and the Company hereby disclaims all warranties and conditions with respect to the Products, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, and non-infringement of third party rights.

## SECTION 9 - ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Pre-Order Terms and Conditions shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## RETURN POLICY

## TAXES

Taxes may vary due to different state tax laws.

## MEMBERSHIP

For those who sign up for a monthly subscription will qualify for free shipping and become apart of the "S.W.A.G. Team" (Something We All Get Team)

### **Shipping Errors or Damaged Products**

We are committed to selling only high-quality products. If you have received a wrong or damaged product, please contact us within 14 days of receiving the order to be eligible for a free exchange with a new, similar product or refund. In the case of a refund, we will be able to issue your full refund within 14 days of us receiving the wrong or damaged product.

Please inspect any products you have received and ensure that the products are to your expected approval. In the event, they are not in an "as expected" condition, please email your concerns to [info@bufferingathleticz.com](mailto:info@bufferingathleticz.com) as soon as possible, with all necessary information (order, contact details, and problem description) and including photographic proof and we will address your concerns immediately.

In the event that your delivery has been rejected for any reason or considered undeliverable because of an invalid shipping address. We are not responsible for packages that have been lost, stolen, or miss-delivered.

### **International Shipping Policies**

International orders are shipped via UPS and or FedEx with an estimated elevated 15 business days for delivery. Due to COVID-19, international shipping has been delayed significantly. Please be patient while receiving orders internationally. Products ordered from our website to an international destination, your order may be subject to import duties and taxes. Once a shipment reaches your country, you will be responsible for any payments of import duties and taxes.

### **Processing Guidelines**

All products on the website are subject to change and switch due to seasonal and or new product lines. If you are looking for a specific product, and it is a high requested item email [info@bufferingathleticz.com](mailto:info@bufferingathleticz.com) and we will add that item on the next item/product line change.

### **Delivery Date Estimates**

Please allow up to 7 to 10 business days for processing and shipping. Your order is very important to us. We are a growing operating business that appreciates and honors each and every customer as they are joining the Buffering AthleticZ family.

If it takes more than 7-10 business days, please email, [info@bufferingathleticz.com](mailto:info@bufferingathleticz.com) and we will address your concerns and offer a promotional discount to your next purchase.

Once your order is shipped, you will receive a tracking number through email. Please note that it may take up 24-48 hours before the tracking number can be updated online.

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