



Customer Terms & Conditions

PureWave Holdings LLC., 1014 Gateway Blvd, Boynton Beach, FL Tel.: 561-965-7777

Purchase of PureWave Products

To complete your purchase order of a PureWave product, please acknowledge and accept the Terms & Conditions pertinent to your order as described below.

1. Application

- This Agreement, setting forth PureWave's Terms and Conditions & Waiver of Liability (hereinafter "Agreement"), shall apply to all contracts for the sale of products by Pure Wave Holdings, LLC to Customers.

- PureWave accepts a Customer's offer to purchase under this Agreement by issuing an Order Confirmation to Customer. The Customer shall be responsible for reviewing the Order Confirmation and should contact PureWave promptly if any mistake or discrepancy is noted.

2. Price and Payment

- The Price that Customers has to pay will be shown on PureWave's Order Confirmation, receipts, and invoices.

- Payment shall be made before supply or service or PureWave may suspend delivery until full payment is received.

3. Delivery

- The delivery date specified in the Order Confirmation is an estimate. The place of delivery is as stated in the Order Confirmation.

4. Risk

- Customer assumes all risk and liability for condition of the product, or loss or damage resulting from the handling, use or application of the product, upon delivery hereunder, subject to any warranties in place for the product.

- PureWave products may operate differently and/or may provide unique results for each individual utilizing the products. In order to optimize results, it is urged that each individual discuss with the Affiliate Provider any concerns and/or questions that may arise.

- Customers utilizing any PureWave product is urged to consult with a physician prior to utilizing any PureWave product.

- No one utilizing a PureWave product should adjust any medication regimen in place for that person without first consulting with a physician.

- PureWave is not liable for or responsible to any person or entity for any errors contained on its website, or for any special, incidental, or consequential damage caused or alleged to be

caused directly or indirectly by such information. Any application of the techniques, ideas, and suggestions on PureWave's website is at the user's sole discretion and risk. PureWave does not accept liability for the content or actions/ commissions of any site to which PureWave is linked.

5. Returns

- There are no returns

6. Product registration/warranty

- Product registration occurs automatically when sales are charged and shipped by PureWave to a Customer.

- All PureWave products have a 3-year warranty beginning from purchasing date, with the exception

- Warranty claims

For any warranty claims, the Affiliate Provider is the initial contact. In line with the assigned responsibilities, he/she should resolve the claim or refer the customer to the technical service center. The technical service center of Pure Wave Holdings, LLC is the sole venue for any product repair and exchange. Before a system or part of a system is sent in for exchange or repair, the technical service center needs to be contacted at 561-965-7777. The technical service center will decide if the entire unit or just a defective part is to be sent. The unit/part will be returned as soon as the repair is complete. Pure Wave Holdings, LLC - Office Hours: Monday through Friday from 9:00am to 5:00pm EST – 3497 High Ridge Road, Boynton Beach, Florida 33426

- Offered to PureWave distributors. Affiliate Provider are deemed to be knowledgeable about all PureWave products and are excluded from the 30-day return policy. All product(s) purchased by Affiliate Provider are considered "private inventory" and can be sold to a customer as such to recoup the cost.

- If a customer becomes an Affiliate Provider within the 30 day period, the money back guarantee is no longer applicable.

7. Customer/Affiliate Provider responsibility and waiver and consent

By accepting this AGREEMENT setting forth the "Terms and Conditions" and "Waiver of Liability", I affirm, as if under oath, and state truthfully that:

- I am a competent adult at least 18 years of age.

- I am permitted by law in my locale to receive the product I am requesting for my personal purposes.

- I understand the product(s) purchased from PureWave are not intended for use in diagnosis, treatment, cure, or mitigation of any specific disease.

- I acknowledge that PureWave does not practice medicine.

- I acknowledge that the Affiliate Providers are not employees of PureWave, they are independent contractors who forward my information to Pure Wave Holdings LLC.

All rights reserved: Pure Wave Holdings LLC, Boynton Beach, Florida

I hereby indemnify, release and hold harmless Pure Wave Holdings, LLC from any and all claims and liabilities related to any negligent act or omission of the Affiliate Provider.

- I acknowledge that all information, products, and services are provided “as is” without any warranty of any kind, express or implied. By my use of the product, I acknowledge that such use is at my sole risk. I also agree that the aggregate liability of Pure Wave Holdings, LLC arising from or related to my product use, regardless of the form of action or claim (for example, contract, warranty or negligence, strict liability, professional malpractice, fraud, or other bases for claims), is limited to the purchase price of the possibility of such understand and agree that Pure Wave Holdings LLC is not responsible for the intentional or negligent acts or omissions of any health care provider or PureWave Affiliate Provider to whom Pure Wave Holdings LLC may refer me.

- I acknowledge that some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

- Based on the PureWave user manual. Customer acknowledges all contraindication, relative contraindications and manufacture safety claims.

9. disclaimer: health related information

The PureWave PEMI is class 1. All information presented by Pure Wave Holdings, LLC is intended to be used for educational and/or informational purposes only. PureWave products are in no way a substitute for professional medical care. There are no health benefit claims being made concerning PureWave products. Statements made have not been evaluated by the FDA or other governmental agencies and are not intended to diagnose, treat, cure or prevent any medical conditions or diseases. All testimonials express the opinion and experiences of customers, Affiliate Providers and not that of Pure Wave Holdings, LLC. The word therapy used herein is not used to refer to any medical therapy but to general non-medical therapy. Do not use the information for diagnosing or treating any health problems or diseases. Please consult with your own physician or healthcare practitioner if you have medical concerns.

According to the legally appointed parameters, Pure Wave Holdings, LLC, its directors, managers, employees, staff, and representatives of any kind are exempt from any liability and are released from any claims by Affiliate Providers or customers with regard to loss of profits, direct, indirect, specified or resulting damages, as well as all other damages arising from:

- a) Violation of Company Guidelines by an Affiliate Provider,

- b) Promotion and conducting of the Affiliate Provider PureWave business through an Affiliate Provider and all of his/her activities in connection to such.

- c) Lack of or incorrect data submitted by the Affiliate Provider, or the failure by the Affiliate Provider to forward data or information which Pure Wave Holdings, LLC needs to conduct PureWave business, including the unrestricted acceptance of the marketing plan and the payment of commissions.

declaration of consent

By agreeing to these Terms & Conditions and Waiver of Liability, I agree to limit the amount of any liability claims against Pure Wave Holdings, LLC, regardless of their nature, to the difference between the amount equivalent to the cost of products purchased from PureWave and the amount to be gained through resale of the goods. I agree with, I have read, and I understand and accept this Agreement entered into with Pure Wave Holdings, LLC. (10.13.16)