

TERMS & CONDITIONS OF SALE

Please read these terms and conditions of sale (“terms of sale”) carefully. These terms of sale apply to you, the user of redstudioshollywoodstore.com (the “Website”) and the purchaser of goods (“you”), and your purchase of any products from Red Studios Store, LLC (“Red Studios,” “we” or “us”), through the Website. These terms are subject to change without prior written notice at any time, in Red Studio’s sole discretion. By placing an order for products through the site, you agree to be bound by and accept the terms of sale in effect at the time of such order. All sales are expressly conditioned upon your agreement to these terms of sale, as well as our terms of use, returns policy, warranty policy and privacy policy (“Additional Policies”).

1. THE WEBSITE AND THE GOODS

a. This Website is directed at users and purchasers in U.S only. All orders, use of the Website and the sale of products are considered to have taken place in Los Angeles, California.

b. We try to make sure that all information on the Website, including descriptions of our goods and listed prices, is accurate and correct at all times. However, mistakes do happen. We will try to resolve all errors in information on the Website as soon as reasonably possible and if we think that such an error has affected your order, we will make all reasonable efforts to notify you via the contact information you provided to us on your account or during your order.

c. Buying goods over the internet provides a different shopping experience from buying in-store. In particular, please be aware that: (i) the colors of products as shown on the Website will depend on many factors – including your display settings; (ii) the actual sizes and shapes of the products may differ from how they appear on your screen; (iii) pictures and images on the Website are for illustration purposes only – for an accurate description of any item and details of what is included with the item, please refer to the corresponding written description; (iv) all products are subject to availability and we may not be able to supply your order; (v) we will do our best to arrange delivery of your goods within a reasonable time of ordering and the ship date as set out in the shipping confirmation email, but please note that all tracking information is provided to us by our delivery service provider and are estimates of delivery only (more information about delivery is provided below). We reserve the right to adjust prices, products and special offers at our discretion.

d. If at any time you have any questions or concerns, please contact us at 323-993-5400.

2. PURCHASING GOODS

a. Placing your Order

i. Once you have selected the products which you desire to purchase, you will be asked to register your personal details with us by completing a registration form. Registration is not required; however we encourage registration in order to facilitate the checkout process during future orders on the Website.

ii. By placing an order with us, you represent and warrant that you are legally capable of signing binding agreements.

iii. When You place an order for products via the Website, your order constitutes an offer to purchase the products from us. Where you order more than one item, your order comprises a series of offers for each item individually.

iv. After placing an order with us, you will access an order confirmation webpage and receive an order confirmation email (together the “Order Confirmations”). The Order Confirmations set out the final details of the order which you have submitted to the Website. Please, review the details of your order prior to placing your order. You will be able to cancel your order up and until we provide the Shipping Confirmation. Requests to cancel an order should be made via email at store@redstudioshollywood.com

b. Order Acceptance

i. All orders are subject to acceptance by us. For all products, acceptance occurs when we send you an email that confirms that the products ordered by you have been dispatched (the “Shipping Confirmation”). We will not be obligated to supply any products until we issue an acceptance applicable to each good, specifically.

ii. Although we hope to be able to supply all products ordered, we reserve the right, at our sole discretion, not to accept any offer. Should we reject your order, we will notify you as soon as reasonably possible (and, if payment has occurred, we would refund your payment).

c. Payment

i. We will take payment from your credit, debit card, and other future forms of payment available at the time your order is shipped. Payment will be taken at the time of order. You will receive an email detailing what items have shipped from your order (the “Invoice Email”).

ii. Except where otherwise set out in these Terms of Sale, the price payable by you for the goods is the price given by the Website at the time you place your order. Applicable taxes and the delivery fee will be added at the time you place your order, but will not affect the base price of the goods.

d. Shipping and Delivery

i. After we send you your Order Confirmation e-mail, we will send you a separate Shipping Confirmation email. The Shipping Confirmation email will include a tracking number that you may use to track your order on our delivery service provider’s website and obtain an estimated delivery date.

ii. All items purchased from the Site are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

3. CANCELLING AN ORDER AND RETURNING PRODUCTS

a. You may cancel your order for products up and until we provide the Shipping Confirmation.

b. No Returns. The products are final sale and cannot be returned. Red Studios will not accept returns of products, except as specifically provided herein in Section 3(d) below.

c. We explicitly reserve the right to reject any order or cancel any purchase at any time in the following cases, subject to any applicable refund: (i) the products are not available/not in stock; (ii) the data you provide to us in connection with your purchase is incorrect or cannot be checked; (iii) your order is marked as suspicious or otherwise suggestive of fraud or illegality by our security systems; (iv) we have reason to believe that your purchase is intended for a further commercial activity; (v) there has been an error in the indicated price of the goods; (vi) we have reason to believe that you are under 18 years old and do not have parental consent; or (vii) we cannot deliver the products to the address you have provided.

d. If any products have been delivered and found to be wrongly described, or are damaged and we cannot remedy the fault to your reasonable satisfaction, then these goods can be returned, provided that you notify us of the alleged defect in within 5 days after the goods has been received.

4. PRODUCT WARRANTIES

- a. General Product Warranty. Red Studios provides a limited warranty from the day of purchase for thirty (30) days that the product will be free from material defects.
- b. In the event of a warranty claim, Red Studios will either replace or provide a refund of the defective product (at Red Studio's sole discretion). You will need to fill out a warranty request form by emailing store@redstudioshollywood.com . You will be required to ship back the defective product to Red Studios at your own expense. Replacement or refund is your sole remedy for any warranty or defect claim related to the products.
- c. The warranties do not cover improper installation, product alteration, improper care, and misuse.
- d. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH ABOVE: (I) THIS WEBSITE AND ALL GOODS PURCHASED BY YOU THROUGH THE WEBSITE ARE PROVIDED ON AN "AS-IS" BASIS; AND (II) RED STUDIOS MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE WEBSITE OR ANY GOODS PURCHASED BY YOU THROUGH THE WEBSITE FOR ANY PURPOSE, AND EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- e. SOLE REMEDY. RED STUDIO'S SOLE LIABILITY AND YOUR SOLE REMEDY FOR ANY BREACH OF CONTRACT, TORT CLAIM, OR OTHER DAMAGE ARISING FROM OR OUT OF THE PURCHASE OF PRODUCTS, SHALL BE THE REPLACEMENT OR REFUND (AT RED STUDIO'S DISCRETION) OF THE APPLICABLE PRODUCT.

5. GENERAL TERMS

- a. **Limitation of Liability.** IN NO EVENT SHALL RED STUDIOS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE WEBSITE, OR ANY GOODS PURCHASED FROM THE WEBSITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. THIS INCLUDES WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE PRODUCT OR SERVICE, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT, (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE. NOTWITHSTANDING THE FOREGOING, THE TOTAL LIABILITY OF RED STUDIOS FOR ANY REASON WHATSOEVER RELATED TO USE OF THE WEBSITE, PRODUCTS PURCHASED FROM THE WEBSITE OR USE OF THE PRODUCTS SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO US IN CONNECTION WITH THE SUBJECT MATTER OF THE PARTICULAR DISPUTE.
- b. **Indemnification.** You agree to indemnify and hold harmless Red Studios Store, LLC, its directors, officers, employees, agents, co-branders, suppliers, subsidiaries, parents, and affiliates, from and against any and all liability, losses, claims, demands, disputes, damages, and costs of any kind, including, without limitation, reasonable attorneys' fees and costs of litigation resulting from or in any way connected with (i) your use of the products and/or Website; (ii) privacy, tort or other claims caused by you; and/or (iii) your breach of this Agreement.
- c. **Events Beyond Our Reasonable Control (Force Majeure).** We will not be responsible for any delay or failure to comply with these Terms of Sale or the Additional Policies if the delay or failure arises from any event which is beyond our reasonable control. Such events would include (but are not limited to) fires, floods, earthquakes, storms, natural disasters, war, civil unrest, acts of terrorism or malicious damage to or destruction of our premises, equipment or goods or by reason of any act done pursuant to a trade dispute or shortages of labor.

d. **Waiver.** Delay in our exercising or our failure to exercise any right or remedy under these Terms of Sale, shall not constitute a waiver of our rights and remedies under these Terms of Sale.

e. **Invalidity.** In the event that one or more of the terms set out in these Terms of Sale or in the Additional Policies is held to be invalid by a competent authority, the remaining terms of the Terms of Sale and the Additional Policies shall continue to have effect and you will still be bound by them.

f. **Privacy.** Personal information, such as your contact details, that you provide to us during the order process will be kept and used by us in accordance with our Privacy Policy ([ADD privacy Policy Link](#)).

g. **Governing Law.** This agreement and all rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws provisions. The parties agree to submit to the exclusive personal jurisdiction and venue of the state and federal courts of Los Angeles County, California for any and all disputes arising or related to the Terms and Conditions of sale, use of the Website or your order.