



NEWVAPE, LLC CARD NOT PRESENT PURCHASE TRANSACTION CUSTOMER SALES AGREEMENT OLDER THAN 21

Customer Name: \_\_\_\_\_ Name on Card: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Shipping Address: City, State, Zip \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Billing Address: City, State, Zip \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ CVN: \_\_\_\_\_

Name on Credit Card: \_\_\_\_\_ Card holder birthday \_\_\_\_/\_\_\_\_/\_\_\_\_

*Please read and initial the following:*

\_\_\_\_\_ 1. Credit Card Authority. Customer listed above has given NEWVAPE, LLC the authority to utilize the credit card itemized hereinabove to pay for services and products when the card is not present. Subject to the terms hereof, Customer waives all rights to challenge or dispute credit card payment disputes.

\_\_\_\_\_ 2. Authorization. The undersigned individual hereby warrants and represents that the undersigned individual is above the age 21 and the owner of the hereinabove Credit Card, is duly authorized to make this Agreement. Upon execution, this Agreement shall be a binding contract between NewVape LLC and the Customer hereto.

\_\_\_\_\_ 3. Warranties. NEWVAPE, LLC hereby provides a limited warranty upon its products, said limited warranties are incorporated herein.

\_\_\_\_\_ 4. LIMITATION OF WARRANTIES AND DAMAGES. THE WRITTEN WARRANTIES PROVIDED HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. NEWVAPE, LLC SHALL NOT BE LIABLE TO THE USER OR BUYER FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY TYPE. THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE LIMIT OF THE LIABILITY OF NEWVAPE, LLC, FOR ALL LOSSES, DAMAGES, OR INJURIES FROM THE USE OF NEWVAPE, LLC PARTS, PRODUCTS, OR REPAIRS (INCLUDING CLAIMS BASED UPON CONTRACT NEGLIGENCE, STRICT LIABILITY, OR TORT) SHALL BE THE REPLACEMENT OR REPAIR REMEDIES SPECIFIED UNDER THE WRITTEN WARRANTIES SET FORTH HEREINBELOW.

\_\_\_\_\_ 5. General Terms. This agreement is made in the state of Florida, and all payments due hereunder shall be made to NEWVAPE, LLC at its principal offices at 711 N Railroad Ave, Boynton Beach, Florida 33435. Venue for the enforcement of this agreement or for the resolution of any dispute between Buyer and NEWVAPE, LLC shall be adjudicated in Palm Beach, Florida, and venue for all suits shall be fixed in Palm Beach, Florida. In the event that a Buyer asserts any claim against NEWVAPE, LLC, under the aforementioned warranties or otherwise, and if said claims are not resolved through negotiations between the parties, then all such claims and disputes shall be subject to non-binding mediation in Palm Beach, Florida, as a condition precedent to Buyer's asserting any legal action against NEWVAPE, LLC. Said mediation shall be conducted by a certified mediator under the laws of the state of Florida, and each party shall be responsible for paying an equal share of all mediation costs. This mandatory mediation shall be a condition precedent to the filing of any legal action or lawsuit, and the terms of this agreement shall be enforceable by any court of competent jurisdiction.

\_\_\_\_\_ 6. Any unauthorized expense incurred by NEWVAPE, LLC will be chargeable to your credit card. (Unexpected freight charges on altered return bills, duties, tariffs or taxes.)

Please sign, and submit via one of the following methods

- 1) Photo, and text to 561-543-7074
- 2) Fax to: 561-828-2481
- 3) Photo and email to sales@newvape.com

Card Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_