

# INVERSO SALES – TERMS AND CONDITIONS

THE INFORMATION CONTAINED HEREIN SETS FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE TRANSACTION(S) CONTEMPLATED FOR HEREBY. IN ORDER TO RESOLVE DISPUTES. PLEASE REVIEW THIS DOCUMENT IN ITS ENTIRETY BEFORE ENTERING INTO ANY TRANSACTION HEREUNDER IN ORDER TO CONFIRM YOUR ACCEPTANCE HEREOF. YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS WEBSITE UNLESS AND UNTIL YOU: (A) AGREE TO THESE TERMS AND CONDITIONS IN THEIR ENTIRETY; (B) ARE AT LEAST 18 YEARS OLD; (C) HAVE THE LEGAL AUTHORITY TO BIND THE ORGANIZATION THAT YOU REPRESENT, IF ANY, TO THESE TERMS AND CONDITIONS; AND (D) ARE NOT PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, PRODUCTS, OR SERVICES BY ANY APPLICABLE LAW, RULE, OR REGULATION.

Inverso Sales (“Inverso,” “us” or “we”) is offering to provide the best experience to the Buyers and Sellers. “You” or “your” means the individual using the Services and the entity which such individual represents.

1. **Applicability of Terms and Conditions.** These terms and conditions (these “Terms”) shall apply to your purchase of products and related services through [www.inversosales.com](http://www.inversosales.com) (the “Site”). These Terms are subject to change at any time without prior written notice by **Inverso Sales** (referred to herein as either “Company,” “we,” “us,” or “our”). The most recent version of these Terms shall be posted for your review at any time on the Site. Please review these Terms in their entirety prior to engaging in any transaction on the Site. Your continued use of the Site after any posting of updated Terms (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made.
2. **Online Orders.** When placing an order on our Site, you are effectively offering to purchase whatever products and services you select. You agree that you understand that there are three options to make an online offer on website:
  - a) **Buy Now:** If you choose this option, you consent to paying the price listed on the website in order to purchase the Products.
  - b) **Bid for auction:** In this case, you consent to place a bid on the platform for the Products, and the seller will have the last choice on whether to accept or reject your offer.
  - c) **Make an offer:** In this case, a product or service without a price will be listed on the website. You will be required to provide a price suggestion on the platform, and the seller will then have the choice of accepting or rejecting your offer.

We reserve the right to accept or reject any order in our own discretion. We will only accept or reject an order in its entirety. Should we select to accept your offer, you will receive a confirming email at the email address that you provide at such time. Notwithstanding, we reserve the right to cancel any order once accepted by us (as evidenced by a confirming email) at any time in our sole discretion. Additionally, you have the option of cancelling your order (in its entirety only) at any time prior to our having sent to you the confirming email referenced herein.

3. **Payment Terms.** All applicable prices are set forth alongside the Products and services offered on the Site. Such prices are subject to change at any time by us in our sole discretion. You will be responsible for the prices stated at the time of your transaction, as well as any: (i) sales, use, excise, and related taxes; and (ii) shipping and handling charges. Payment may only be made with a valid credit, debit card, subject to its applicable fees or use of a bona-fide electronic payment wire transfer. By using any such card or payment provider, you are hereby representing and warranting your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation.
4. **Shipping Information.** Please read our Shipping and Return Policy.
5. **Returns.** Returns will be subject to Our Return Policy on our website – [www.inversosales.com](http://www.inversosales.com)
6. **Privacy Policy.** Please review our Privacy Policy, which can be found at the following addresses respectively: [www.inversosales.com](http://www.inversosales.com). The Privacy Policy governs our processing of all personal information that we may collect from any person through the use of our Site.
7. **Representations & Warranties (R&Ws); Disclaimers; Limitations on Liability.**
  - (a) **Buyer's R&Ws.** You represent and warrant to us as follows: (i) that you have the right to enter any transaction contemplated for hereby without violating these Terms, any applicable law, rule, or regulation, and/or any agreement with, or rights of, any third party; (ii) that you will use the Products provided hereunder exactly as authorized and never in any way that would violate any applicable law or third party right of any kind.
  - (b) **Seller's Warranty and Company's Disclaimers.** We do not manufacture (or direct the manufacture of) any of the Products offered on our Site in any way. The availability on our Site of Products does not constitute an affiliation with or endorsement of any of the Products or their manufacturer. As such, subject to applicable law, we are providing the Products to you "as is" without express or implied warranties of any kind (including without limitation any: (i) warranty of merchantability; (ii) warranty of fitness for a particular purpose; (iii) warranty of title; or (iv) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage or trade, or otherwise). They are, however, covered by the manufacturer's warranty as detailed in in any product's description on our Site and included with our delivery of the Products. You can avail yourself of any of the manufacturer's warranties by following the instructions provided in their warranty agreement[s].

**You acknowledge and agree that under no circumstances shall we be liable for any breach of the manufacturer's warranty claims and/or for any loss or damages that may arise out of the manufacturer's failure to honor its warranty obligations to you.**

- (c) **Liability Cap.** UNDER NO CIRCUMSTANCES WILL COMPANY'S OBLIGATION OR LIABILITY UNDER THIS AGREEMENT EXCEED THE PURCHASE PRICE YOU PAID ON THE SITE FOR ANY PRODUCTS. ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY LOSS OF USE, DATA, BUSINESS, GOODWILL, REPUTATION, OR REVENUE, AND/OR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR OTHER DIRECT OR INDIRECT LOSSES OF ANY KIND.

8. **Third Party Beneficiaries.** These Terms are for your sole benefit and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.
9. **Force Majeure.** Company shall not be held responsible for delays or non-performance caused by activities or factors beyond its reasonable control, including without limitation, war, weather, strikes, floods, lockouts, fires, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, terrorism, and/or delivery, vendor, supplier, or other third-party delays, non-performance, or failures of any kind.
10. **Assignment.** Company may assign or otherwise transfer any or all of its rights or obligations hereunder, in whole or in part, to any third party in its sole discretion. You may not assign any of your rights or delegate any of your duties hereunder at any time without our prior written consent in each instance, and any attempt to do so shall be null and void.
11. **Partial Invalidity.** In the event that any part or portion of these Terms is deemed to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.
12. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the substantive laws of the Puerto Rico without giving effect to its principle or rules of conflicts of laws. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court in San Juan only, and each of the parties hereby submits irrevocably to the exclusive jurisdiction of such court.
13. **No Waivers.** Our failure to enforce any of our rights hereunder will not constitute a waiver of our right to make such enforcement in the future, subject to applicable law.

**Notices.** We may provide notices hereunder to you by: (i) email; (ii) regular mail; or (iii) posting them on the Site. You shall be responsible for ensuring that you have provided us with your current email and mailing addresses. You can contact us at any time by any of the

following means: (i) email, at: [support@inversosales.com](mailto:support@inversosales.com) or (ii) personal delivery, overnight courier, or registered or certified mail to:

INVERSO SALES

53 Palmeras Street

#601

San Juan Puerto Rico. 00901

**14. Entire Agreement.** These Terms, along with the confirmation email referenced in Section 2 above, any instructions that we provide you with relating to any product or service you obtain from us through the Site [(including without limitation any license agreement)], and our Site's 'Privacy Policy,' shall, collectively, be deemed a final and integrated agreement between you and us with respect to the subject matter hereof.