

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL SALES AND USES. PLEASE REVIEW CAREFULLY. THESE TERMS AND CONDITIONS INCLUDE LIMITED WARRANTIES, AND DISCLAIMERS OF LIABILITY AND ARBITRATION PROVISIONS. KEEPING, USING, OR ALLOWING USE OF THIS PRODUCT INDICATES YOUR AGREEMENT TO THESE TERMS. IF YOU DO NOT WISH TO AGREE TO THESE TERMS, YOU HAVE 30 DAYS FROM DATE OF PURCHASE TO RETURN THE UNUSED PRODUCT.

HIGH RISK ACTIVITY

Products sold by Qalucs include equipment and gear used in boxing, martial arts, mixed martial arts, yoga, fitness, weight training, kick-boxing, and demonstration. Participation in any of these activities is a high-risk sports activity. You participate in any of these activities at your own risk. You agree to consult with your personal physician before participating in any of these high-risk activities. Read, understand, and follow specific warnings and instructions on products and in product literature or inserts before using the product. Save these documents for reference.

ASSUMPTION OF THE RISK

By buying, using, providing, or allowing the use of Qalucs's products, you understand and agree that boxing, martial arts, mixed martial arts, yoga, fitness, weight training, kick-boxing, and demonstration are high risk activities and, to the extent permitted by law, YOU EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF DEATH OR OTHER PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT of Qalucs including but not limited to equipment malfunction from whatever cause, or any other fault of Qalucs. Additionally, you agree to indemnify, defend and hold Qalucs harmless from any third party claims arising from such High Risk Activities or any other Qalucs product.

DUTY OF COACHES, TRAINERS, GYMS TO INFORM OTHERS OF THESE TERMS AND CONDITIONS

Before you allow others to use a Qalucs product you agree that (a) you will require that they (or their legal guardian if they are minors) read, understand, and agree to these Terms and Conditions of Sale or Use, (b) you believe

they (or their guardian) understand that they are participating in a high-risk activity and assume the risk of death or other personal injury, and (c) you agree to indemnify, defend, and hold Qalucs harmless from any claims made by them arising from their use of Qalucs products.

WARRANTY DISCLAIMER

Qalucs warrants its products to be free from defects in materials and workmanship for a period of 1 year from date of purchase, provided they have not been subjected to obvious abuse, neglect or misuse. Qalucs's sole liability is limited to repairing or replacing products that are returned, unless specific product literature specifies otherwise.

LIMITATION OF LIABILITY

As set forth above under the limited warranty provisions, Qalucs's liability is limited to repair or replacement of its products which are returned to it prepaid in the specified period of time. In no event shall Qalucs's liability exceed the value of the products sold. Qalucs shall not be liable for any special or consequential damages that result from the use of any product sold through its websites, catalogs, or otherwise, including but not limited to its retail showroom or tournaments. Applicable law may not allow the limitation or exclusion of liability of special or consequential damages so the above limitation or exclusion may not apply to your purchase, but it is intended to be the maximum limitation as permitted by law.

WARNING

Use and misuse of products sold through Qalucs's websites, catalogs, or otherwise, including but not limited to its retail showroom or tournaments, involves serious risks including injury, disability and death. Purchasers, users and participants assume all risk of injury. Qalucs cannot and will not be responsible for the misuse or unauthorized and improper use of products sold through Qalucs's websites, catalogs, or otherwise, including but not limited to its retail showroom or tournaments.

INSPECT BEFORE EACH USE

Products must be inspected for use to ensure it has not damaged in shipment. If damaged, do not use it and immediately return the product to Qalucs for a replacement.

GENERAL DISCLAIMER

Product descriptions, typographic, pricing and photographic errors are unintentional and subject to correction. We regret, but are not liable for such errors. Qalucs reserves the right to reject any orders placed for a product listed at an incorrect price. If you discover an error in our website or catalog, please let us know.

APPLICABLE LAW AND RESOLUTION OF DISPUTES

Your order from Qalucs shall be interpreted and construed in accordance with laws of the State of New York without regard to its choice of law principles. You agree that any dispute or claim arising out of or in connection with your order or its subject matter or formation (including non-contractual disputes or claims), shall be brought exclusively in the federal or state courts located in New York County, New York and for this purpose you hereby submit to the exclusive jurisdiction and venue of such courts. Any cause of action or claim you may have with respect to the purchase of Qalucs products or any other claim related to the use of products sold through its websites, catalogs, or otherwise, including but not limited to its retail showroom or tournaments, must be commenced within one (1) year after the claim or cause of action arises. Qalucs's failure to enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct nor trade practice shall act to modify any of these terms and conditions.

GOVERNING LAW, JURISDICTION AND VENUE

Notwithstanding anything else set forth in this website, any and all claims, actions, disputes and lawsuits relating in any way, directly or indirectly, to this website, including but not limited to accessibility, services and products related to this website, shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. Any claim, action, lawsuit or proceeding arising out of or related to this website and the services and products provided, shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of New York and County of New York, and the user hereof irrevocably submits to the exclusive jurisdiction of such courts in any claim, action, lawsuit or proceeding, and waives any objection based on improper venue or forum non conveniens.

PROMOTIONAL AND SALE DISCLAIMER

Online promo code may only be used once and cannot be combined with any other discount offers, coupon codes or promotional offering. Discounts are applied to the order subtotal, before shipping and taxes are added. Promotions & offerings are subject to change without notification.

Heavy bags and oversized items are not eligible for shipping discounts unless otherwise stated. When free shipping is offered and a minimum order total is required, the cart must total that minimum after other discounts are taken and before taxes.

If you return a portion of your purchase, a portion of the discount will be lost. For promotional items and bundles, all included products and/or services must be returned together. If a service included in the promotion and/or bundle has been used (for example a used promotional promo code), the full retail value of the service will be deducted from the refund amount. When a bundle is purchased and only part of the bundle is returned, the bundle discount is void, and the total bundle discount will be deducted from the refund.