

TERMS OF SALE

IMPORTANT NOTICE:

Returns are subject to a 20% processing/restocking fee. The 20% fee is applied to the original purchase price. The fee will be applied against to your refund payment.

This document contains important information about your rights and obligations, as well as conditions, limitations, and exclusions that might apply to you. Please read it carefully.

By placing an order for our services through the Site, you accept and are bound by these Terms of Sale.

These terms and conditions (these “Terms of Sale”) apply to the purchase and sale of products and services through <https://powerblock.com> (the “Site”). These Terms are subject to change by PowerBlock, Inc. (“PowerBlock”, “we”, “us” or “our”) without prior written notice at any time. The latest version of these Terms of Sale will be posted on this Site, and you should review these Terms before purchasing any product or services that are available through this Site. Your continued use of the Site following our sending or posting of revised Terms of Sale means that you accept and agree to the changes.

These Terms of Sale are an integral part of the Website Terms of Use that apply to the use of our Site. You should also carefully review our Privacy Policy before placing an order for products or services through this Site.

Order Acceptance, Returns, Refunds, and Cancellation

You agree that your order is an offer to buy, under these Terms of Sale, all the services listed in your order. All orders must be accepted by us or we will not be obligated to sell services to you. We may choose not to accept any orders in our discretion. After having received your order, we will send you a confirmation email with details of the items you have ordered. Acceptance of your order and the formation of the contract of sale between you and PowerBlock will not take place unless and until you click the “Pay Securely Now” button.

We created PowerBlock to help you craft your own story, one rep, set, and workout at a time, and we want you to love using our products. If, for any reason, you don’t love using our products, let us know. We have a 30-day money back return policy, but you are responsible for a 20% stocking fee and shipment costs back to Burnsville MN. PowerBlock, Inc. does not accept product returns after the 30-day period of the customer receiving the product.

Merchandise Returns

IMPORTANT: Returns are subject to a 20% processing/restocking fee. The 20% fee is applied to the original purchase price. The fee will be applied to your refund payment.

PowerBlock, Inc accepts returns of merchandise only under the following conditions:

- You must contact PowerBlock at (800) 997-3999 or questions@powerblock.com with subject reading “RMA Request” to return a product within 30 days from the date of purchase.
- You must receive an RMA (return merchandise authorization) from PowerBlock before shipping the merchandise back to PowerBlock. The RMA will be e-mailed to your e-mail linked to the order.
- Products returned without an RMA number will not be refunded or credited and will be discarded.
- After the RMA has been assigned, the merchandise must be shipped within 7 business days from date the RMA is delivered to the customer.
- Products must be returned undamaged in suitable packaging (preferably original cartons). If after inspection, we deem any merchandise damaged, PowerBlock reserves the right to discard the product and not refund the entirety of the order to the customer.
- Must be in original condition with all materials included.
- Refunds do not include shipping and handling or assembly fees.
- Customer is responsible for all return shipment costs to PowerBlock, Inc.
- If the merchandise is returned after the 30-day period, we may request that you provide your credit card information in order to complete the refund process.

Unauthorized Returns

An unauthorized return is defined as any merchandise returned to our facilities without a valid and current RMA number issued by PowerBlock. Failure to properly mark packages with a valid RMA number, or allowing an RMA number to expire, will cause PowerBlock to consider a return unauthorized. Any merchandise returned without an RMA number will not be subject to a refund or credit and PowerBlock will discard the product. The customer assumes all shipping and handling charges for any unauthorized return.

Returns – Klarna

Our return policy for any order that is ordered and financed by using Klarna Financing Options at checkout is different than the policy outlined above. Please visit the following link to view Klarna’s return policy, which governs orders financed by Klarna: [Klarna Return Help Page](#)

Order Cancellation/Fee’s

IMPORTANT: Order cancellations are subject to a 20% processing/restocking fee. The 20% fee is applied to the original purchase price. The fee will be deducted from your refund payment.

Your order is processed as soon as you click the “Pay Securely Now” button. **Orders will ship within 2-4 business days.** To cancel your order call us directly at (800) 997-3999 or e-mailing questions@powerblock.com with the subject reading “Cancel Request”.

IMPORTANT: All sales are final once the product has been shipped. To return product, please refer to the PowerBlock Return Policy.

Prices and Payment Terms

All prices posted on this Site are subject to change without notice. The price charged for our products will be the price in effect at the time the order is placed and will be set out in your confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes. All such taxes will be added to your total and will be itemized in your shopping cart and in your confirmation email.

Terms of payment are within our discretion and payment must be received by us before our acceptance of an order. We accept VISA, MasterCard, Discover, American Express, and Paypal for all purchases. You represent that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

Warranty Policy

PowerBlock, Inc provides limited warranty coverage for new product and certified manufacturer refurbished product sold through PowerBlock and PowerBlock Authorized Dealers.

PowerBlock warranty coverage is non-transferable and apply **ONLY** to the original purchaser of the product whom purchased from PowerBlock or a PowerBlock Authorized Dealer. Any purchase from a 3rd Party Seller (seller on Craigslist, eBay, etc.) or Non-Authorized Dealer/Seller is strictly void of warranty coverage. Please contact PowerBlock Customer Service if you have questions regarding an Authorized Dealer. Please see [full warranty policy](#) for all warranty details.

Register your warranty by visiting [PowerBlock Warranty Registration](#).

Shipping of Merchandise

PowerBlock generally will ship out an order processed through the site within 2-4 business days. We will communicate any back-orders or exceptions to this general time frame to you by e-mail or telephone. We ship our products through various delivery services—UPS, FedEx, and common carrier freight lines—depending on size of order and location.

Upon receipt of your order, please inspect the packaging and products carefully. Any considerable damage to the box or products should be noted. If you find any damage to the products or any that ordered products are missing, please contact us immediately at (800) 997-3999. We will help resolve the situation.

Privacy

We respect your privacy and are committed to protecting it. Our [Privacy Policy](#) governs the processing of all the personal data we collect from you in connection with your purchase of products or services through the Site.

Dispute Resolution and Arbitration

In the unlikely event that a dispute arises between you and us, it's in both of our interests to resolve disputes in the quickest and most cost-effective way.

Any controversy or claim arising out of or in any way related to your use of the Site, the [Terms of Use](#) (or any breach thereof), the Terms of Sale (or any breach thereof), your purchase of products through the Site, or any products sold by PowerBlock shall be resolved only by confidential arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules, except that you may assert claims in small claims court if your claims qualify. You can obtain the Consumer Arbitration Rules at <https://www.adr.org> or by calling 1-800-778-7879.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in Minnesota or the state and county in which you live.

In any arbitration under this provision, all issues are for the arbitrator to decide, including the issues of arbitrability, the arbitrator's own jurisdiction, and the validity of this arbitration provision. The arbitrator's award shall be final and binding and may be entered as a judgment in any court having competent jurisdiction. The arbitration shall be heard by a single arbitrator and shall be governed by the Federal Arbitration Act and applicable federal law (or in the absence of applicable federal law, then the laws of the State of Minnesota), without regard to principles of conflict of laws.

The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action or arbitration. This means that you may not purport to act on behalf of a class or any other person. Likewise, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. This means that any claim would be decided by a judge, not a jury. We also both agree that we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

Waiver and Severability

Nothing we do can be deemed a waiver by PowerBlock of the terms and conditions of these Terms of Sale. In addition, no failure by us to enforce any right or provision of these Terms of Sale does not constitute a waiver of future enforcement of that right or provision.

If a court finds any provision of these Terms of Sale to be invalid, illegal, or unenforceable for any reason, such provision shall be deemed to be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Sale will continue in full force and effect.

No Third Party Beneficiaries

These Terms of Sale do not and are not intended to confer any rights or remedies upon any person other than you.

Contact Information

To ask questions or comment about these Terms of Sale, contact us at: questions@powerblock.com