
Agreement

The use of this site or any other site owned or maintained by Ultra, a corporation organized and existing under the laws of the United States of America ("Company") and is governed by the policies, terms and conditions set forth below. Please read them carefully. Your use of this site signifies your acceptance of the terms and conditions set forth below. Your order placed on this site signifies your acceptance of the terms and conditions set forth below.

1. Privacy & Security; Disclosure

Company's privacy policy may be viewed at <http://www.ultra.com>
Company reserves the right to modify its privacy policy in its reasonable discretion from time to time.

2. Payment Methods

We accept U.S. issued credit and debit cards:

- Visa
- MasterCard
- Discover
- American Express

When placing an order online, you will need:

The address the card's statement is sent to (billing address).

The card number and expiration date.

The 3 or 4 digit code found only on the card (CVV2 code).

Credit card orders can be placed online over our 128 bit Secure Socket layer encrypted connection.

You are entering into a legally binding agreement with Ultra. Ultra.com is the official online store for Ultra and its affiliates. Ultra has the registered mailing address of:

- Ultra
- 10101 Southwest Freeway
- Suite 400
- Houston, TX 77074 USA
- Phone: 888.981.1711
- Email: cc@ultra.com
- Hours: 9am-5pm M-F

3. Shipping Policies

Company ships orders via local courier and will call centers. Depending on product availability, orders are usually processed for shipment within 1 to 3 business days after custom manufacturing is completed. Custom manufacturing is approximately 10-15 business days. Accurate shipping address and phone number are required. Your signature may be required for delivery. Will call, hand deliveries and pickups are the responsibility of the customer.

4. Delivery Confirmation

Because many instances may occur at your delivery address that are beyond our control, you agree that any delivery confirmation provided by the carrier is deemed sufficient proof of delivery to the card holder, even without a signature.

5. Return and Cancellation Policy

All customer package and product sales are final in signed agreement with section four (4) on your enrollment form. Any and all member purchases are non-refundable. The customer 30 day money back guarantee applies from the date of purchase. All customer purchases must be cancelled by the third day from delivery date to qualify for a refund. Customer must notify CustomerCare of order cancellation via email at cc@ultra.com

The following terms apply for all damaged items:

You must notify Ultra within 24 hours of package delivery of damages and obtain a Return Merchandize Authorization (RMA) number by contacting the customer support department at cc@Ultra.com.

An RMA number can ONLY be obtained by contacting the support department at cc@ultra.com.

Company cannot process packages marked "Return to Sender."

Shipping charges and return shipping charges are not refundable in any case.

Company is not responsible for lost or stolen items. Company is not responsible for returned items. We recommend all returned items to be sent using some type of delivery confirmation system to ensure proper delivery.

6. Chargeback Policy

All references to a "chargeback" refer to a reversal of a credit/debit card charge placed on www.Ultra.com. There is no reason for a chargeback to ever be filed. If a credit is due, simply contact us, and we will gladly issue it. Unnecessary chargebacks are theft and can be prosecuted, and will be prosecuted to the fullest extent of the law. If you feel that your credit/debit card was used fraudulently on www.ultra.com, please contact us for immediate resolution.

YOU AGREE THAT YOU WILL NOT CHARGEBACK ANY AMOUNTS CHARGED TO YOUR CREDIT/DEBIT CARD ON THIS SITE. IF YOU CHARGEBACK A CREDIT/DEBIT CARD CHARGE FOR A PAYMENT INITIATED BY YOU, YOU AGREE THAT THIS SITE MAY RECOVER THE AMOUNT OF THE CHARGEBACK IN ADDITION TO \$200.00 USD BY ANY MEANS DEEMED NECESSARY, INCLUDING BUT NOT LIMITED TO RECHARGING YOUR CREDIT/DEBIT CARD OR HAVING THE AMOUNT RECOVERED THROUGH COLLECTIONS BY A COLLECTION AGENCY.

7. Third Party Interactions

During use of Company Website, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Website. Any such activity, and any terms, conditions, warranties or representations associated with such activity, are solely between you and the applicable third-party. Company shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party. Company does not endorse any sites on the Internet that are linked through its Website. Company provides these links to you only as a matter of convenience, and in no event shall Company be responsible for any content, products, or other materials on or available from such sites. Company provides products to you pursuant to the terms and conditions of this Agreement. You recognize, however, that certain third-party providers of ancillary software, hardware or services may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware or services.

8. Ordering Disclaimer

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. Company reserves the right to accept or deny shipment to anyone for any reason. Company reserves the right to require additional information before processing any order. If an order appears fraudulent in any way, Company reserves the right to cancel the order, notify the card holder and the proper authorities.

9. Product Disclaimers; Disclaimers of Warranty

THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY COMPANY.

10. Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SITE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SITE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SITE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE IN ANY INFORMATION CONTAINED HEREIN, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

11. Notice

Company may give notice by means of a general notice on the www.ultra.com Website, electronic mail to your e-mail address on record in Company's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Company's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 24 hours after sending (if sent by e-mail). You may give notice to Company (such notice shall be deemed given when received by Company) at any time by any of the following: letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Company at the following address:

Ultra
10101 Southwest Freeway
Suite 400
Houston, TX 77074 USA

12. Modification to Terms

Company reserves the right to modify the terms and conditions of this Agreement or its policies relating to its products and services at any time, effective upon posting of an updated version of this Agreement on the www.ultra.com Website. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

13. General

With respect to U.S. Customers, this Agreement shall be governed by Texas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Texas. If any provision

of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and Company as a result of this agreement or use of this Website. The failure of Company to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing. This Agreement, together with any applicable Form and policies, comprises the entire agreement between you and Company and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

14. Definitions

As used in this Agreement and in any Order Forms now or hereafter associated herewith: "Agreement" means these online terms of use, any Order Forms, whether written or submitted online via the www.ultra.com Website(s), and any materials available on the Company Website(s) specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by Company from time to time in its sole discretion; "Effective Date" means the earlier of either the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed, the Effective date on the subscription form or the date you begin purchasing products from this site; "Order Form(s)" means the form evidencing your purchase from this site and any subsequent order forms submitted online or in written form, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail); "Company" means collectively Ultra, a corporation organized and existing under the laws of the State of New Jersey doing business as "www.ultra.com", together with its officers, directors, shareholders, employees, agents and affiliated companies.

15. Questions or Additional Information

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to cc@Ultra.com.

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