

AEROGEAR GIFT CERTIFICATE

TERMS & CONDITIONS

GIFT CERTIFICATE PROCESSING FEE

At the time of purchase, there will be a \$2.00 certificate processing fee applied to the total purchase price the AeroGear gift certificate. This fee will be per gift certificate, and the total fee will be based on the quantity of certificates purchased.

REDEMPTION

Gift certificates must be redeemed toward the purchase of eligible products on www.spiritaerogear.com, or onsite at an AeroGear retail location. Purchases are deducted from the gift certificate balance. Any unused balance will be placed in the recipient's gift certificate account until redeemed. If an order exceeds the amount of the gift certificate, the balance must be paid with a credit card or other available payment method. Western Associates, Inc. is the sole party responsible for issuing and honoring the value of the gift certificate.

LIMITATIONS

Gift certificates cannot be used to purchase other gift certificates. Gift certificates cannot be reloaded, resold, transferred for value, redeemed for cash or applied to any other account, except to the extent required by law. Unused gift certificate balances may not be transferred.

RISK OF LOSS

The risk of loss and title for gift certificates pass to the purchaser upon our electronic transmission to the purchaser, recipient or delivery to the carrier, whichever is applicable. We are not responsible if a gift certificate is lost, stolen, destroyed or used without your permission.

FRAUD

AeroGear will have the right to close customer accounts and bill alternative forms of payment if a fraudulently obtained gift certificate is redeemed and/or used to make purchases on www.spiritaerogear.com or any of its affiliated websites set forth above.

LIMITATION OF LIABILITY

WESTERN ASSOCIATES, INC. ("WA") AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CERTIFICATES, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A GIFT CARD CODE IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH GIFT CARD. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

GENERAL TERMS

AeroGear gift certificates are issued by Western Associates, Inc., a Kansas corporation. When you purchase, receive or redeem an AeroGear gift certificate, you agree that the laws of the State of Kansas, without regard to principles of conflict of laws, will govern these gift certificate terms and conditions. Western Associates, Inc. reserves the right to change these terms and conditions from time to time in its discretion. All terms and conditions are applicable to the extent permitted by law.

Last updated May 2017