



Lapine Terms of Use for Merchandise Sites

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1. Products, Pricing, Orders

The Products and the features, contents, specifications, availability, and prices of the Products are subject to change at any time without notice. This Website may contain pricing, typographical or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies, or omissions (including after an order has been submitted) and to change or update information at any time without notice. We attempt to show the colors of the Products on the Website as accurately as possible; however, we cannot guarantee that the color you see matches the actual product color. Products included on this Website may be unavailable and/or may have different attributes than those described on this Website.

You agree to follow all applicable local, state, federal and international laws in regard to your use of this Website and your possession, use and sale of any Product. By placing an order, you represent that the Products ordered will be used only in a lawful manner. While it is our practice to confirm orders by email, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a Product. We reserve the right, without prior notice, to limit the order quantity on any Product, to reject any order, and/or to cancel any order at any time. We may require verification of information prior to the acceptance and/or shipment of any order. Any payments you make to Lapine for orders that are cancelled by Lapine will be refunded.

2. Eligibility

When making a purchase through this Website, you represent and warrant that: (a) you are at least 18 years of age or the age of majority, where older under local law; (b) all information you provided during the ordering process is true and accurate; (c) you will not permit third parties to access your account

information; and (d) you are the cardholder of any credit or debit card you provide to us your use of this Website.

3. Registration

In order to access certain features of this Website, you may be required to create an account (an "**Account**") by providing your full name and email address and choosing a password.

You may not share your login or password with any person or third party, authorize any person or third party to use such login or password, provide false information, or impersonate another person in their registration information. Failure to comply with the foregoing shall constitute a breach of these Terms of Use. We reserve the right to refuse registration of, or cancel an Account in our discretion. You are responsible for all usage or activity on your Account and maintaining the confidentiality of your password. If you know or suspect any unauthorized use of your Account, notify us at websitesupport@lapineinc.com.

If you fail to keep your Account information current, complete and accurate, you acknowledge that we may not be able to contact you. You can update your information through the My Account page.

4. Shipping

When an order is placed, it will be shipped to the address designated by you as long as that shipping address is compliant with any applicable shipping restrictions (note that orders can only be shipped to addresses in the United States). For all purchases made on or through this Website, risk of loss and title for items purchased on or through this Website pass from us to you upon delivery of the items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

5. Sales / Use Taxes

We may be required to collect sales or use tax for certain purchases. A purchase is not exempt merely because it is made over the Internet or by other remote means. Whether sales or use tax will be collected on a given purchase and the amount of the tax charged depends on a number of factors including whether we are subject to a tax collection obligation in that state or region. You may be responsible for any taxes not collected by us. Certain states require purchasers to file a sales/use tax return annually reporting taxable purchases that were not taxed and to pay such tax. For details, see the website of the applicable taxing authority. The amount of any sales, excise or other taxes, if any, applicable to the Products shall be added to the purchase price and shall be paid by you unless you provide us with an exemption certificate acceptable to the taxing authorities.

6. Returns and Cancellations

Once placed, orders may not be cancelled. All returns of Products are subject to the Lapine Returns Policy <https://lapineinc.com/returns/>.

7. Ownership

All materials contained on this Website (including all photographs, images, text, graphics, audio clips, software, source code and other aspects thereof, all improvements or modifications thereof, all derivative works based thereon, and the collection, arrangement, and assembly of this Website) are the copyrighted property of Lapine or our third-party licensors.

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CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON THE LENGTH OF AN IMPLIED WARRANTY. TO THE EXTENT ANY SUCH STATE LAW APPLIES TO YOU, THE LIMITATION DESCRIBED HEREIN MAY NOT APPLY TO YOU.

9. Indemnification

You agree to indemnify, defend, and hold us and our respective officers, directors, owners, employees and agents (collectively, the “Related Parties”) harmless from all claims, liabilities, damages, and expenses (including attorneys’ fees and expenses) arising from any claim, cause of action, suit or demand of any third party due to, arising out of, or related to: (a) your inappropriate or unlawful use of the Website; (b) any alleged breach of these Terms of Use; and (c) any use of your Account by you or any third party.

10. **Limitation of Liability**

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, WILL WE (INCLUDING OUR RELATED PARTIES) BE LIABLE FOR DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOST PROFITS ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO USE THIS WEBSITE OR ANY SITES LINKED FROM THIS WEBSITE, OR THE PRODUCTS AVAILABLE THROUGH THIS WEBSITE, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE ASSUME NO RESPONSIBILITY IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, COMPUTER VIRUS OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY AFFECT YOUR DEVICE, DATA, OR OTHER PROPERTY DUE TO YOUR USE OF THIS WEBSITE OR DUE TO YOUR DOWNLOADING OF ANY CONTENT ON THIS WEBSITE OR ON ANY WEBSITE LINKED TO IT.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OUR LIABILITY IN SUCH JURISDICTIONS FOR SUCH DAMAGES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. NOTHING IN THESE TERMS OF USE EXCLUDE OR LIMITS OUR LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, OR OUR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY IF AND ONLY IF SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 THAT PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

IN THE EVENT OF ANY PROBLEM WITH THE PRODUCTS THAT YOU HAVE PURCHASED ON THIS WEBSITE, YOU AGREE THAT YOUR SOLE REMEDY, IF ANY, IS FROM THE MANUFACTURER OF SUCH PRODUCTS, IN ACCORDANCE WITH SUCH MANUFACTURER'S WARRANTY, OR TO SEEK A RETURN AND REFUND FOR SUCH PRODUCTS IN ACCORDANCE WITH OUR RETURN POLICY <https://lapineinc.com/returns/>.

IN ANY EVENT, ANY CLAIM AGAINST US SHALL BE LIMITED TO THE GREATER OF THE AMOUNTS YOU PAID TO US FOR THE PRODUCT(S) FROM WHICH YOUR CLAIM OF LIABILITY ARISES OR ONE HUNDRED UNITED STATES DOLLARS.

11. **Privacy Policy**

Collection of any personal information on this Website is subject to the Lapine's Privacy Policy <https://lapineinc.com/privacy-policy/>.

12. **Law and Jurisdiction; Class Action and Jury Trial Waiver; Miscellaneous Legal Terms**

Law and Jurisdiction. This Website is operated by us from the State of Connecticut, United States of America. Any ability to access this Website in any jurisdiction other than Connecticut does not constitute Lapine purposefully availing itself of the privilege of conducting business in that jurisdiction. If you access this Website from other jurisdictions, you do so on your own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You agree that you will comply with all applicable laws in accessing and using this Website. These Terms of Use shall be governed by the substantive and procedural laws of the State of Connecticut and relevant United States federal laws without giving effect to principles of conflicts of laws. Exclusive jurisdiction for any action or dispute relating to this

Website is in the state and federal courts located in the State of Connecticut. By accessing this Website, you consent to the jurisdiction of such courts.

Waiver of Right to Class Action and Jury Trial. We and you agree that any proceedings to resolve or litigate any dispute will be conducted solely on an individual basis. Neither we nor you will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No action, arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected actions, arbitrations or proceedings. We both also expressly waive the right to a trial by jury.

Entire Agreement/Severability. These Terms of Use together with any service-specific terms that may be presented at the time of purchase constitute the entire agreement between you and Lapine regarding your use of this Website. Any failure by Lapine to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. If any provision of these Terms of Use is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Neither party is an agent or partner of the other party. The headings and section titles in these Terms of Use are for convenience only and have no legal or contractual effect.

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