

## **TERMS AND CONDITIONS**

**PLEASE READ THESE SALES TERMS AND CONDITIONS VERY CAREFULLY.**

**THE CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS AND ACCEPTS THESE TERMS AND CONDITIONS (UNLESS THE CUSTOMER HAS SIGNED A SEPARATE WRITTEN PURCHASE AGREEMENT SIGNED BY AN OFFICER OF BY J.J., INC., DOING BUSINESS AS J.J. PIPS AND J.J. PIPS CRUNCHY CHIPS.**

You agree to this User Agreement with By J.J. Inc., doing business as “J.J. Pips Crunchy Chips” and “J.J. Pips”, and all of its terms and conditions, by visiting, browsing, shopping, accessing or otherwise using this Site. These terms and conditions are subject to change without prior notice at any time in J.J. Pips Crunchy Chips’ sole discretion. By visiting, browsing, shopping, accessing or otherwise using the Site after a change has been posted to the Site, you accept that change. You should frequently check this User Agreement. **BY USING THIS SITE, YOU AGREE TO AND WILL BE DEEMED TO BE BOUND BY THESE TERMS.** If you do not want to be bound by these terms and conditions, do not use this Site.

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## **Change in Terms**

By J.J., Inc. shall have the right at any time and without prior notice, at its sole discretion, to revise these terms and conditions or to impose new terms and conditions with respect to access to or use of the Site. Such revisions and additions shall be effective immediately upon notice thereof, which may be given by any means, including but not limited to posting the revised or additional terms and conditions on the Site. You are responsible for reviewing the Site periodically for any modification to this User Agreement that may affect your rights or obligations hereunder. You agree that you shall be deemed to be apprised of and bound by any modification by By J.J., Inc. to these terms and conditions. ANY ACCESS OR USE OF THIS SITE BY YOU AFTER NOTICE OF REVISIONS OR ADDITIONS TO THESE TERMS SHALL CONSTITUTE AND BE DEEMED TO BE YOUR AGREEMENT TO SUCH REVISIONS OR ADDITIONS. No modification to these terms and conditions by any party other than By J.J., Inc. shall be valid or enforceable against By J.J., Inc. unless expressly agreed to in writing by a duly officer of By J.J., Inc.

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The product recommendations, pet health care advice and other information or guidance provided on the Site or in the Content are not to be construed as veterinary advice and are not meant to be a substitute for a consultation with a certified veterinarian. The Site and Content are provided “as is” to assist you in the selection of appropriate product for your pet, but should not be relied upon to make important health care decisions for your pets. If your pet is ill, you should take him or her to a certified veterinarian for an examination or diagnosis.

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## **Title and Risk of Loss**

Title to goods herein being purchased is retained by the seller until goods are paid for by the purchaser and at that time, title passes to the purchaser. Loss or damage that occurs during shipping by a carrier selected by By J.J., Inc. is the responsibility of By J.J., Inc. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility.

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## **Indemnification**

You agree to defend, indemnify and hold harmless By J.J., Inc., its vendors, and their affiliates and related entities and their respective directors, officers, employees and agents from and against all claims, losses, damages, liabilities, and costs (including but not limited to reasonable attorneys' fees and court costs), arising out of or relating to your breach of these terms and conditions or your access to or use of the Site. The foregoing indemnification obligation shall survive termination of these terms and conditions and By J.J., Inc. and any product provided to you arising out of or relating to your use of the Site.

## **Prices**

All prices displayed on the Site are quoted in U.S. Dollars. By J.J., Inc. may restrict delivery to addresses within the United States.

## **Orders**

Orders are not binding upon By J.J., Inc. until accepted by By J.J., Inc. The receipt by you of an order confirmation does not constitute By J.J., Inc.'s acceptance of an order.

Prior to By J.J., Inc.'s acceptance of an order, verification of information may be required. By J.J., Inc., reserves the right at any time after receipt of your order to accept or decline your order, or any portion thereof, even after your receipt of an order confirmation from By J.J., Inc., for any reason. By J.J., Inc. reserves the right to limit the order quantity on any item and to refuse service to any Customer without prior notification. If a product is listed at an incorrect price due to supplier pricing information or typographical error, By J.J., Inc. shall have the right to refuse or cancel orders placed for the product listed at the incorrect price, regardless of whether the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, By J.J., Inc. shall promptly issue a credit to your credit card account in the amount of the incorrect price.

### **Payment Terms**

Terms of payment are within the sole discretion of By J.J., Inc.

[By J.J., Inc. accepts VISA, MasterCard and American Express for payment in the online store.] [All orders are C.O.D. (cash, money order or check.) By J.J., Inc. accepts major credit cards with an additional three percent (3%) fee. A completed Customer Information Sheet and actual copy of Certificate of Resale MUST be on file before initial delivery.]

Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. By J.J., Inc. may invoice parts of an order separately. Customer hereby agrees to pay interest on all past-due sums at the highest rate allowed by law. The Customer is responsible for sales and all other taxes associated with the order.

### **[Returned Checks**

There will be a \$30.00 service charge for each check returned to By J.J., Inc. from the bank. Repeated occurrences of returned checks will result in your account being placed on a cash-only basis.]

### **Freight Policy**

Customer pays all shipping charges. All shipments are shipped from \_\_\_\_\_, [California] via USPS. [By J.J., Inc. charges a flat rate of fifteen percent (15%) of every order to cover shipping and handling. [Shipping and handling charges on all orders vary.] Most shipments will ship within one (1) business day. UPS and FedEx are not used for shipments.

For the Customer's protection, we ship only to the verified billing address of the Customer's credit card. [In some circumstances, international shipment may be available.]



## **Cancellations**

Every effort will be made to cancel orders at the Customer's request as soon as possible, however any order cancelled after shipping must be returned at the Customer's expense and will require return authorization from By J.J., Inc. as set forth below.

## **Return Policy**

By J.J., Inc. makes every effort to ensure the accuracy in all of our orders. However, in the unlikely event that we make an error, please call \_\_\_\_\_ or email our Returns Department at @ \_\_\_\_\_.com to obtain a Return Merchandise Authorization (RMA) number for shipping your product. No returns of any type will be accepted without an RMA number. To ensure prompt service, be sure to have available the following information: customer name, invoice number, product ordered and nature of the problem.

All products returned must be 100% complete, contain all original boxes and packing materials and have original UPC codes on the packaging.

You are responsible for shipping charges on returned items.

By J.J., Inc. strongly recommends that you fully insure your return shipment in case it is lost or damaged and you use a carrier that can provide you with proof of delivery for your protection.

[If merchandise arrives damaged or in short quantity, it is best to refuse it back to the carrier attempting delivery.] If you accept the package, please make sure it is noted on the carrier's delivery record in order for By J.J., Inc. to file a damage claim. Save the merchandise and the original box and packing in which it arrived, notify By J.J., Inc. immediately to arrange for a carrier inspection and a pick up of damaged merchandise.

Defective returns can be returned directly to By J.J., Inc. within 15 days from the invoice date, at By J.J., Inc.'s discretion for: credit, replacement, exchange or repair.

## **Damaged Merchandise or Wrong Type or Quantity of Product**

Damaged merchandise or merchandise shipped to you in the wrong type or quantity must be reported to By J.J., Inc. within ten (10) days. Keep all packing materials. By J.J., Inc. will not accept claims after ten (10) days of delivery date. When merchandise is discovered damaged after opening, please call \_\_\_\_\_ or email our Returns Department at @ \_\_\_\_\_.com to obtain a Return Merchandise Authorization (RMA) number for shipping your product. No returns of any type will be accepted without an RMA number.

If we confirm that the item is defective, we will credit you your freight cost to ship the item(s) back to By J.J. Inc. and we will ship you a replacement product with the freight charge waived.

All non-defective returns are subject to a twenty percent (20%) re-stocking fee.

### **Back Orders**

Products displayed on the Site are available while supplies last. Out of stock merchandise will be backordered automatically. By J.J., Inc. will notify customers if backordering is necessary at which time customers may opt to cancel their order. Items available from the order will be shipped immediately and not held until the backordered item is available, separate shipping charges will be billed with each shipment.

### **Credit Cards**

Credit card charges are processed online after ordering the product(s).

### **Termination**

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