



Terms & Conditions

In our Online Store we offer products and services for your purchase of which is subject to the following Terms of Use set forth below. These Online Store Terms and Conditions constitute an agreement between you and us and govern your access to and use of that portion of the website, www.roeseliensaimond.com, which allows you to view and purchase products and services (the "Online Store").

1. Website Terms of Use and Privacy Policy

These Online Store Terms of Use supplement our general Website Terms of Use (the "Website Terms of Use") and our general Website Privacy Statement (the "Website Privacy Statement") for use of the website, www.roeseliensaimond.com. Therefore, the Website Terms of Use and the Website Privacy Statement, and all defined terms therein, are incorporated by reference into these Online Store Terms of Use.

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

2. Acceptance; Amendments

Your use of the Online Store indicates your agreement that these Online Store Terms of Use govern your license to access, use and make purchases on the Online Store. We may change these Online Terms of Use at any time in the same manner as we may amend the Website Terms of Use. If you make use of the Online Store after any changes are posted, that use shall constitute your acceptance of each revised policy. If you do not agree to the terms of these Online Store Terms of Use or any revised policy, you must exit the Online Store immediately.

3. Registration on the Online Store

All Personal Information you provide to us in connection with your registration and/or Online Store purchases will be handled in accordance with our Website Privacy Statement and all Financial Information you provide will be handled in accordance with our Online Store Privacy Statement. When you register to make purchases on the Online Store, you make the representations and agreements required in the Website Terms of Use for access to Restricted Areas of the Website, and you also represent and/or agree that:

- a) You are 18 years of age or older, you have read and understand these Online Store Terms of Use, and all information, including Financial Information, you supply to us is true, correct and complete;
- b) You acknowledge that these Online Store Terms of Use constitute a valid, binding and enforceable agreement between you and us;
- c) In making purchases through the Online Store, you will comply with all applicable international, country, federal and state laws, rules and regulations, including and not limited to export laws and regulations;
- d) You shall pay our standard purchase price for the products and services sold on the Online Store as posted on the Online Store in United States Dollars at the time you placed your order;



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- i. You shall pay all taxes resulting from all purchases made by you through the Online Store; and
- ii. You shall pay all costs of shipping, transportation and delivery to your designated address for delivery of all products purchased by you through the Online Store.

4. Purchases and Payment

Online Store items can be purchased using Visa®, MasterCard® or American Express® credit cards. Exchange rates apply and will be automatically calculated if using a credit card. You are responsible for all sales and use taxes or other taxes incurred, resulting or arising from your use of the Online Store and all purchases made through the Online Store.

5. Shipping and Handling

When you place your order, you have the option to ship your products by either United States Postal Service® (USPS®) or United Parcel Service (UPS). Real-time shipping and handling charges will show in your shopping cart when you provide shipping information. Most orders will ship the same day if ordered by 3PM Eastern Standard Time. Express orders placed by 3PM Eastern Standard Time will ship the same day. Otherwise every effort will be made to ship all orders within twenty-four (24) hours of receipt of the order. "Free Standard Shipping" orders will ship via the least expensive available method. For orders under 1 pound this is generally USPS First Class. For special delivery services not listed on the Online Store, please [contact us](#).

6. International Orders

International orders are subject to verification and approval before shipping. You are responsible for all duties, taxes and export requirements. Please do not ask us to declare your purchase as a gift. You assume full liability for all international shipments once we put your order in the hands of the shipper.

7. Our Available Remedies

In addition to any other remedy available to us, we may, upon your default in making payment for products or services or other violation of these Online Store Terms of Use, terminate all your pending product orders as well as your access to the Online Store and this Website. All remedies are non-exclusive. Upon any termination of these Online Store Terms of Use, you will immediately cease all use of the Online Store, and you shall remain liable for all orders placed by you using the Online Store. Any termination of these Online Store Terms of Use will NOT terminate any other written agreement between you and us.

8. Intellectual Property

All trademarks, service marks, tradenames or other identifying marks displayed on the Online Store, including and not limited to roeseliensaimond.com® (the "Marks") are owned by us and/or the respective manufacturers of the products and/or services offered on the Online Store. Your use of the Online Store grants you no right to make any use of the Marks displayed on the Online Store.



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9. Indemnity

By taking any action using or through the Online Store, including submission of purchase orders or information requests, you expressly authorize and direct us to carry out such transaction or performance on your behalf as your act. You agree to and do hereby hold harmless and agree to defend and indemnify us, our employees, agents and officers, from and against any liability for all damages incurred by us in taking such actions at your direction or request. Additionally, you agree to and shall indemnify, defend and hold harmless us and our employees, directors, affiliates and customers against all third party claims and all costs and expenses, including legal fees, arising out of or related to any breach by you of these Online Store Terms of Use. We will promptly notify you of all claims subject to indemnification and will allow you to control, and will cooperate with you in, the defense of each claim and all settlement negotiations.

Disclaimer of Warranties

No employee or agent of ours is authorized to warranty or guarantee any benefit to be derived from this Online Store or any products or services offered thereon, or from adoption of our recommendations, and you hereby acknowledge that you have not relied on nor will you rely on any warranties or guarantees of benefit as an inducement to enter into these Online Store Terms of Use or to purchase any products or services offered on the Online Store. All products and services offered on the Online Store are exclusively warranted by the original manufacturer against defects in material or workmanship only, for the period stated in their respective warranties which will be provided to you if the applicable manufacturer provides a warranty. YOUR SOLE REMEDY UNDER THIS LIMITED WARRANTY IS REPAIR OR REPLACEMENT AT NO ADDITIONAL CHARGE (shipping charges may apply), IN ACCORDANCE WITH THE MANUFACTURER'S REPAIR AND REPLACEMENT POLICY. There is no warranty on consumable items, including and not limited to, film and other storage media. This warranty does not cover damage to any item resulting in any way from improper assembly, modification, negligence, misuse or abuse by any person or entity other than us, electrical system fluctuation or acts of nature. EXCEPT AS SET FORTH ABOVE, ALL ONLINE STORE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES AS TO ACCURACY, MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY FOR THE ACCURACY AND QUALITY OF INFORMATION PROVIDED BY MANUFACTURERS FOR POSTING ON THE ONLINE STORE IN CONNECTION WITH SUCH MANUFACTURERS' PRODUCTS AND SERVICES.

Your Available Remedies

YOU AGREE THAT YOUR SOLE REMEDY IN THE EVENT YOU HAVE ANY CLAIM AGAINST US IN RESPECT OF THE ONLINE STORE OR ANY PRODUCTS OR SERVICES OFFERED ON THE ONLINE STORE IS FOR US TO REPAIR, REPLACE OR OTHERWISE CORRECT SUCH DEFECTIVE PRODUCTS OR SERVICES. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE TO YOU FOR ANY DAMAGES, COSTS OR FEES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ACTUAL, COMPENSATORY, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT OCCASIONED BY OUR NEGLIGENCE. FURTHER, IN NO EVENT SHALL WE AND/OR THE MANUFACTURERS OF PRODUCTS AND SERVICES OFFERED ON THE ONLINE STORE BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, ARISING OUT OF



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OR IN CONNECTION WITH THE ONLINE STORE OR ANY PRODUCT OR SERVICE OFFERED FOR SALE ON THE ONLINE STORE.

Online Store Privacy Statement

The Online Store Privacy Statement (the "Online Store Privacy Statement") is adopted and incorporated by reference into these Online Store Terms of Use. The Online Store Privacy Statement is a legal document governing your rights to privacy relating to Financial Information you provide in making use of the Online Store. Please thoroughly review the Online Store Privacy Statement, in addition to these Online Store Terms of Use, prior to making any use of the Online Store.

Please **contact us** with questions or comments regarding these Online Store Terms of Use.

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