**TERMS AND CONDITIONS OF SALE**

THE FOLLOWING GENERAL TERMS AND CONDITIONS OF SALE GOVERN THE SALE OF MERCHANDISE BY SCHWICITY (THE "PROVIDER" OR "WE") TO YOU THROUGH THE US SECTION OF WWW.SCHWICITY.COM ("US SITE"). YOUR USE OF OUR SITE TO PURCHASE MERCHANDISE INDICATES YOUR AGREEMENT TO FOLLOW AND TO BE BOUND BY THESE GENERAL TERMS AND CONDITIONS OF SALE.

1. ORDERS & PRODUCTS

ALL ORDERS ARE SUBJECT TO E-MAIL CONFIRMATION BY US. PLEASE NOTE THAT THE PRODUCTS DISPLAYED ON THE US SITE MAY BE OUT-OF-STOCK OR DISCONTINUED, AND AVAILABILITY IS NOT GUARANTEED. PLEASE NOTE THAT WHILE WE HAVE TRIED TO ACCURATELY DISPLAY THE COLORS OF PRODUCTS, THE ACTUAL COLORS YOU SEE WILL DEPEND ON YOUR MONITOR AND MAY NOT BE ACCURATE.

2. PRICES

ALL PRICES ARE IN US DOLLARS. PRICES MAY CHANGE WITHOUT NOTICE FROM TIME TO TIME.

3. SHIPPING COSTS

YOU ARE RESPONSIBLE FOR THE SHIPPING COSTS ASSOCIATED WITH THE DELIVERY OF THE PRODUCTS YOU PURCHASE ON OUR SITE AS SPECIFIED ON YOUR ORDER CONFIRMATION.

4. SHIPMENTS AND DELIVERY

YOU BEAR ALL RISKS OF LOSS AND DAMAGE TO THE PRODUCTS FROM THE TIME THE SAME HAVE CLEARED OUR FULFILLMENT HOUSE. DELIVERY IS DEEMED COMPLETE AND TITLE TO THE PRODUCTS PASSES TO YOU UPON ACCEPTANCE OF SHIPMENT BY A COMMON CARRIER.

5. RETURNS AND REFUNDS

ALL SALES ARE FINAL. PLEASE REVIEW YOUR ORDER CAREFULLY BEFORE MAKING FINAL PURCHASE. IF YOUR ITEM APPEARS DEFECTED OR HAS ARRIVED DIFFERENTLY FROM YOUR PURCHASE PLEASE CONTACT ASKSCHWI@SCHWICITY.COM

6. BINDING AGREEMENT

OUR ORDER CONFIRMATION, THESE GENERAL TERMS AND CONDITIONS OF SALE AND OUR OTHER SITE POLICIES SHALL BE DEEMED THE FINAL AND INTEGRATED AGREEMENT BETWEEN YOU AND US ON THE MATTERS CONTAINED IN THESE GENERAL TERMS AND CONDITIONS OF SALE.

7. GOVERNING LAW AND CHOICE OF FORUM

THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PRINCIPLES) GOVERN ALL MATTERS ARISING OUT OF OR RELATING TO THESE GENERAL TERMS AND CONDITIONS OF SALE, INCLUDING, WITHOUT LIMITATION, THEIR VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE, AND ENFORCEMENT. ALL LEGAL PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THESE GENERAL TERMS AND CONDITIONS OF SALE SHALL BE BROUGHT SOLELY IN THE CITY OF NEW YORK, STATE OF NEW YORK.

8. DISCLAIMERS AND LIMITATIONS OF LIABILITY

THE PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE PRODUCTS INCLUDED IN THE SCHWICITY WEBSITE NOR AS TO THE MERCHANDISE BEING SOLD TO YOU. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE MERCHANDISE CONTAINED ON OUR ORDER CONFIRMATION. THE PROVIDER WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE US SITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES

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.

9. SEVERABILITY

IF ANY PROVISION OF THESE GENERAL TERMS AND CONDITIONS OF SALE IS DETERMINED TO BE INVALID, ILLEGAL OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THESE GENERAL TERMS AND CONDITIONS OF SALE REMAIN IN FULL FORCE TO THE EXTENT PERMITTED BY LAW.

10. PRIVACY

THE TERMS AND CONDITIONS OF THE OUR PRIVACY POLICY GOVERN THE PROCESSING OF ALL PERSONAL DATA COLLECTED FROM YOU IN CONNECTION WITH YOUR PURCHASE OF PRODUCTS THROUGH THE US SITE

11. FORCE MAJEURE

PROVIDER SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE CAUSED BY CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL.