

# e-Commerce Terms and Conditions

The following Terms and Conditions apply to your access and use of, and purchases from, Silpat.com (“Website”). Sasa Demarle Inc. (“Seller”) may, and reserves the right to, change, modify, and/or update these Terms and Conditions at any time without prior notice in its sole discretion. You are responsible for reviewing these Terms and Conditions whenever you purchase products from us. Your access and use of this Website shall constitute your express agreement to follow, and be bound by, the Terms and Conditions in effect at that time.

1. **Orders.** Any order of product from this Website shall be paid on the date of order. Seller accepts the following credits cards, when issued from a U.S. banking institution, as payment for ordered products:

- American Express
- Visa
- MasterCard

All clearance or sale products, special orders, and gift cards are final sales and cannot be cancelled or returned.

After Seller approves your order, and confirms the availability of the product, you will receive an e-mail confirming your order. Once the product is ready to ship, you will receive another e-mail confirming shipment of your order and providing a tracking number.

You are required to carefully consider your purchase and review your order before finalizing it at checkout. Online orders are processed quickly. To cancel an order prior to receipt of the shipment confirmation e-mail, please contact Seller’s After-Sales Service department who will endeavor to cancel same:

- **Mail:** [customerservice@silpat.com](mailto:customerservice@silpat.com)
- **Website:** [www.silpat.com](http://www.silpat.com) (contacts section)

If an order cannot be cancelled for any reason as determined by Seller, and/or any requests to cancel orders are received after Seller issues a shipment confirmation e-mail, then the purchase shall be governed by Section 3, Returns & Refunds, set forth below.

2. **Shipping.** Seller does not currently ship orders to Alaska, Hawaii, APO/FPO Military, or P.O. Boxes. Products will only be shipped to valid street addresses.

Primary shipping methods are via Fedex, UPS and USPS. Such shipping methods shall be determined, and may be changed at any time, by Seller in its sole discretion.

Shipping and handling times will be set forth in the shipment confirmation e-mail. In stock orders are normally processed and shipped Monday through Friday, excluding holidays, within 2-4 business days of purchase. Shipping and handling times are approximate and not guaranteed. Seller, and its facilities, will be closed on weekends and the following holidays:

- New Year's Day;
- January 2<sup>nd</sup>, 3<sup>rd</sup> & 4<sup>th</sup>
- Martin Luther King Jr. Day;
- President's Day;
- Good Friday;
- Memorial Day;
- Juneteenth;
- Independence Day;
- Labor Day;
- Columbus Day;
- Thanksgiving;
- The day after Thanksgiving;
- Christmas Eve;
- Christmas; and,
- New Year's Eve.

Free shipping is available on orders over \$150. Orders under \$150 shall be subject to carrier shipping, transportation, and insurance costs.

Shipment to multiple locations from a single order may not be available. Multiple items ordered at the same time may not always be shipped together. Your shipment confirmation e-mail will have tracking numbers for each shipment related to your order.

Seller is not responsible for any damage or loss that may occur during transit. Please refer to the tracking number in your shipment confirmation e-mail and contact FedEx, UPS or USPS, as applicable, regarding any problems with your shipment.

3. **Returns and Refunds.** Subject to these Terms and Conditions, including, but not limited to, the terms set forth in this Section, you may return and request a refund of products purchased via the Website as follows:

- If any product purchased via the Website is not what was ordered, or is damaged, or defective, you may return, and request a refund for that product within 30 days from the date of delivery. In that event, Seller shall provide a return shipping label, at its cost, and provide a full refund to you.
- If you want to return any product purchased via the Website, which was the proper item, and was not damaged or defective, then you may return, and request a refund for that product within 30 days of the date of purchase. In that event, you must pay for the return of such product, including, but not limited to, return shipping.

Notwithstanding the above, any clearance or sale products, special orders, and gift cards are final sales are non-refundable unless otherwise agreed to by Seller in writing. Except as otherwise provided herein, shipping fees and transportation costs are non-refundable.

To receive a full refund, you must return the products unused and in their original packaging. To start a return request, please contact Seller's After-Sales Service department at:

- **Mail:** [customerservice@silpat.com](mailto:customerservice@silpat.com)
- **Website:** [www.silpat.com](http://www.silpat.com) (contacts section)

You will receive a return label via e-mail to send your products back to Seller. Refunds are normally processed within 10 business days after receipt of the returned products and issued to your original form of payment. A \$3.35 processing fee for all returns will be deducted from your refund.

Seller only offers refunds for purchases made on the Website (Silpat.com). Seller reserves the right to determine, in its sole discretion, whether any returned products are eligible for refund or exchange. If you purchased Seller products from a different source, please contact the original seller for returns and/or refunds, if available.

Any returns and/or refunds shall be in accord with this Section 3 and subject to Section 4, Additional Inspection and Due Diligence, below.

4. **Inspection and Due Diligence.** Within 30 days of delivery of an order from Seller, you shall be responsible for performing all due diligence activities required to determine the condition and quality of the products. You shall also inspect the goods and services

purchased from Seller and promptly notify Seller of any damage, defects, or issues to and with such products within 30 days of receipt of the same. If you do not so notify Seller, in writing, of any damage, defects, or issues within 30 days of receipt, then you shall be deemed to have inspected and accepted the products received and waive any and all claims regarding, associated with, or relating to the condition and quality of, and any damage, defects, or issues with, such products.

5. **Disclaimers.** The Website, and all content available and located thereon, are provided on an “As-Is” and “As Available” basis without warranties of any kind, whether express, implied, statutory, or otherwise, including, but not limited to, warranties of title and/or implied warranties of merchantability, non-infringement, and/or fitness for a particular purpose. By use of this Website, you acknowledge that your use is at your sole risk and that you assume full responsibility for all costs associated with any your use of this Website, including, but not limited to, servicing or repairs of any equipment used by you. Seller shall not be liable, and you hereby release Seller from any liability, for any damages and costs of any kind whatsoever related to the use of this Website. Some States do not permit exclusion of certain warranties, or the limitation or exclusion of liability for damages, and, therefore some of the above disclaimers may not apply to you. To the extent Seller may not, as a matter of law, disclaim any warranty or limit any liability, the scope and duration of such warranty and the extension of Seller’s liability shall be the minimum permitted under applicable law.