

## **CUSTOMER CARE / TERMS & CONDITIONS**

### **BACKORDERS / OUT OF STOCK**

Sometimes an order that we have placed on your behalf may be backordered or out of stock. If your entire order is out-of-stock, your order will be cancelled. Occasionally, part of an order may be out of stock or backordered by the store. If this is the case, we will take the action which you requested during checkout. We are not responsible for delays in your order due to backorder situations. Shipments will be made when all items in your order have arrived at our depot. We do not make partial shipments.

### **CALIFORNIA SALES TAX**

Merchants that have a presence in the state of California are required by law to collect sales tax in the amount of 8.25% when shipping to our California depot. If California sales tax applies to your order, we will revise your invoice to add the sales tax and charge you accordingly. Even though your order will be shipped outside of the USA, it is shipped to our California depot first and as such the stores have to charge the tax. Most online merchants post sales tax detail in their customer service or help pages.

### **CANCELLATIONS**

Orders cancelled by our clients are subject to a cancellation fee of \$25. Fees already incurred for domestic and/or international shipping and handling at the time of cancellation are non-refundable. You are responsible for return shipping to the store, if applicable. Orders for items which are Final Sale as per the store can not be cancelled once placed.

### **COOKIES**

"Cookies" are pieces of information that a web site transfers to your computer's hard disk so that your computer can be identified when you re-access the site. A cookie can only be read by the site that places it, so International Checkout cannot track information based on any other cookies in your browser. From time to time, we may use the cookie feature of web browser applications which will allow us to store data about your visit. Cookies help us to provide you with a customized web experience and to learn which areas of our site are useful and which areas need improvement. We may also use cookies to provide you with shopping fulfillment services, including requests for price quotations, purchase instructions, purchase tracking, and the administration of special promotions. Internet Explorer uses a separate file for each cookie, which typically reside in "C:\Windows\Profiles\User\Cookies." Cookies are generally supported in version 3.0 and newer of Internet Explorer. Most browsers also allow the option of

displaying a warning before accepting a cookie, or refusing all cookies. Declining cookies while using International Checkout shopping cart may result in some features not working properly.

## **COPYRIGHT**

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## **CURRENCY**

All transactions are in United States Dollars. Your credit card, PayPal or bank statement however will show our charge in your local currency. The dollar amount in your invoice will be converted to your local currency on the day that you make your payment. Our currency conversion tool at the checkout page is meant to give you an estimate and is not a guaranteed rate.

## **DISCLAIMER FROM UNFORESEEABLE CIRCUMSTANCES**

International Checkout is not responsible or liable, nor shall it be deemed in default of the Terms and Conditions, for any delay or failure in performance or non-performance of any aspect of this agreement resulting directly or indirectly from any accidents, fires, electrical or electronic failures, equipment failures,

shipping delays from either online retailers, international couriers, or others, acts of God, labor disputes, governmental orders or regulations, or any other cause beyond the reasonable control of Shop Any American Store.

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### **DOMESTIC SHIPPING**

All orders must be shipped domestically to our depot from the store. Often, a domestic shipment fee is charged by the store. If this applies to your order, we will revise your invoice to add the domestic shipment fee and charge you accordingly.

### **DUTIES AND TAXES**

You are responsible for applicable duties and taxes in the destination country. You may choose to pre-pay your Duties and Taxes upon checkout. If your shipment is rejected by you because of customs clearance charges or gets returned to us due to restrictions your country has in place regarding the importation of the goods you purchased with our assistance, you will be held liable for return shipment and all other fees incurred by us that are associated with that return.

### **FRAUD REPORTING**

In the event of any investigation of unlawful activities by local, state, national and/or international authorities, International Checkout reserves the right to disclose personal information as required. Any party or individual conducting

unlawful activities on International Checkout will be reported to the proper authorities, including disclosure of personal information relating to any investigation of said activities.

## **INSURANCE**

All orders are insured against loss or damage. The cost of this insurance is included in your International Checkout shipping and handling fee.

## **INTERNATIONAL SHIPPING AND TRANSIT TIMES**

With a normal customs clearance, these are the estimated transit times for standard and priority shipments.

*STANDARD:* Please allow at least 4 - 12 business days, providing the store has the item(s) in stock and available for immediate shipment, for your order to arrive at our depot. We are not responsible for delays by the store in the shipment of your item to our depot. The transit time from the store to our depot depends on where in the USA the store you purchased from is located. We ship your merchandise as soon as it arrives at our depot and provide you with a tracking number. Allow 4 - 8 business days for your order to arrive in your country from the day we ship it to you.

*PRIORITY:* Please allow 2 - 4 business days, providing the store has the item(s) in stock and available for immediate shipment, for your order to arrive at our depot. We are not responsible for delays by the store in the shipment of your item to our depot. The transit time from the store to our depot depends on where in the USA the store you purchased from is located. We ship your merchandise as soon as it arrives at our depot and provide you with a tracking number. Allow 2 - 4 business days for your order to arrive in your country from the day we ship it to you.

## **LINKS TO OTHER WEB SITES**

International Checkout may offer links to other independent third party web sites. Please note that when you enter those web sites using our links, International Checkout bears no liability for the contents thereof.

## **MISCELLANEOUS**

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF CALIFORNIA, WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS

AGREEMENT MUST BE BROUGHT IN THE FEDERAL OR STATE COURTS LOCATED IN LOS ANGELES, CALIFORNIA, AND EACH PARTY IRREVOCABLY CONSENTS TO THE JURISDICTION OF SUCH COURTS. NEITHER PARTY MAY ASSIGN THIS AGREEMENT, BY OPERATION OF LAW OR OTHERWISE, WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY. SUBJECT TO THAT RESTRICTION, THIS AGREEMENT WILL BE BINDING ON, INURE TO THE BENEFIT OF, AND ENFORCEABLE AGAINST THE PARTIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. A FAILURE BY EITHER PARTY TO ENFORCE THE STRICT PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SAID PARTY'S RIGHT TO SUBSEQUENTLY ENFORCE SUCH PROVISION OR ANY OTHER PROVISION OF THIS AGREEMENT.

### **MODIFICATIONS**

International Checkout may modify any aspect of this agreement at any time at its sole discretion without prior notice. Any modification to the Terms and Conditions shall be effective immediately once posted on the web site. Check the web site regularly if you are interested in reviewing any changes. Your use of the web site and the International Checkout service after modifications have been posted constitutes your acknowledgment of such modifications and your agreement to be bound by the terms and conditions of these changes.

### **MULTIPLE STORE ORDERS**

When ordering from more than 2 stores, an additional handling fee of \$7.50 per store will be applied to each additional store.

### **PAYMENT**

Payment options include credit card, PayPal or bank transfer via our secure website. To minimize the risks associated with card-not-present transactions, our Verification Team may require its users to:

- Present copies of the original credit card, photo ID and credit card statement including billing address.
- Provide a confirmed account and/or address for PayPal.

### **PRICE QUOTES**

We strive to provide an accurate price quote up-front so that you can make informed choices. All quotes are provided in USD (United States Dollars). The total provided upon checkout includes your selected products and International Shipping and Handling. You have the option to pre-pay Duties and Taxes by checking the appropriate box upon checkout. If you do not select this option, you

are responsible for duties and taxes, payable when your order arrives in your country. For your convenience, International Checkout provides the calculated exchange rates from previous day business closing to calculate quote in local currency. We do not guarantee quotes in local currency. If California Sales Tax and/or Domestic Shipping Fees apply to your order, they will be added by our Sales Team and you will be charged accordingly. You will receive a copy of your revised order. Occasionally, there are situations out of our control such as, but not limited to, out-of-stock items, product price increase, additional international shipping fees due to the size and weight of your items and local customs and import limitations. If such an exception occurs, you will be contacted by our Customer Service Team. International Checkout reserves the right to cancel any order, with or without cause. There may be additional charges involved in your transaction that your local credit card or bank will charge you, although these charges are usually minimal.

## **REFUSED/ABANDONED SHIPMENTS**

You will be held liable for return shipping, duties and taxes (if incurred), and for all other associated fees when any of the following circumstances occur:

- You refuse delivery of your parcel for any reason.
- The carrier makes 3 unsuccessful attempts to deliver your parcel to your address because you are not at home and/or do not pay duties and taxes.
- You provided an invalid address.
- Your parcel is returned by customs because your merchandise is restricted from import into your country.
- You refuse to pay duties and taxes.

## **RESTRICTED PRODUCTS AND MERCHANTS**

Rarely, an item is restricted from International shipment. If this is the case you will be notified and your order will be cancelled. You are responsible for all expenses related to any and all items which are restricted from delivery to your country due to your country's customs or laws. International Checkout reserves the right to refuse fulfillment of any product, based solely on its own discretion and in accordance to any and all US and international laws. This right shall exist at all times, even after an order confirmation has been placed.

## **RETURNS AND EXCHANGES**

Returns/Exchanges will not be accepted unless your request is received within 7 business days of receipt of your order, and must be preauthorized by International Checkout. You will receive detailed return instructions and a Return Authorization Number when your Return/Exchange is approved.

Do not contact the store directly. They cannot process your return.

All orders are subject to the return policy of the online store where your items were purchased. Many stores have restricted time limits for returns, or may not accept returns or exchanges at all.

Therefore, your order may not be eligible for return or exchange. In addition, any delays by the shipping carrier, customs, or any other cause may affect your order's eligibility for return. Due to the time sensitive nature of returns/exchanges, we recommend that you contact International Checkout immediately with your request for a Return Authorization. This policy applies to Returns, Exchanges, and Defective Merchandise.

Merchandise must be in new condition with tags attached and must be accompanied by the original International Checkout receipt or invoice.

All returns must be sent insured via registered mail, or any other delivery service that can track a package and requires a signature upon delivery. Due to the time sensitive nature of the store's return policies, expedited/express shipping may be required.

*REFUND:* If you request a refund, you will be refunded for the merchandise purchase price, minus shipping cost of the merchandise back to the store we purchased it from on your behalf, and return processing fee of \$20 USD. Your refund will not be issued until the Return is accepted and refunded by the store.

*EXCHANGE:* If you request an exchange, you will pay for all shipping fees including domestic shipping to and from the store. In addition, you will be charged a \$20 USD exchange processing fee. We will bill you via your original payment method for any additional charges incurred.

*DEFECTIVE MERCHANDISE:* In the event that the merchandise is defective, you may return it for an exchange or refund. Our assistance in this matter is free but you are responsible for all associated shipping fees.

## **SHIPPING AND HANDLING FEE**

Our shipping and handling fees are combined on your order and are automatically calculated by our system depending on the total amount we spend on your behalf and how many items are in your order. Prices vary per store and per country, based on a 3 lb. per item average. Shipping and Handling fees are

calculated upon checkout. Your total, including shipping and handling, will be provided before you submit your order.

## **YOUR ACCOUNT**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. International Checkout reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders at their sole discretion.

This Agreement will be governed by the laws of the United States and the state of California, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought in the federal or state courts located in Los Angeles, CALIFORNIA, and each party irrevocably consents to the jurisdiction of such courts. Neither party may assign this Agreement, by operation of law or otherwise, without our prior written consent of the other party. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and enforceable against the parties and their respective successors and assigns. A failure by either party to enforce the strict performance of any provision of this Agreement will not constitute a waiver of said party's right to subsequently enforce such provision or any other provision of this agreement.