

# TERMS AND CONDITIONS FOR THE ONLINE SALE OF GOODS AND SERVICES

## 1. YOUR RIGHTS AND OBLIGATIONS

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(c) YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH LITTLE FREE LIBRARY, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS SITE OR ANY OF THIS SITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

(d) These Terms are subject to change by Little Free Library (referred to as "us", "we", or "our" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced on the Site. You should review these Terms before purchasing any products that are available through this Site. Your continued use of this Site after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

(e) These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Site. You should also carefully review our Privacy Policy before placing an order for products through this Site.

2. Order Acceptance and Cancellation. You agree that your order is an offer to buy, under these Terms, all products listed in your order. All orders must be accepted by us, or we will not be obligated to sell the products to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

## 3. Prices and Payment Terms.

(a) All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product will be the price in effect at the

time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling. All such taxes and charges will be added to your merchandise total and will be itemized in your shopping cart and your order confirmation email. We strive to display accurate price information, however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) We may offer, from time to time, promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

(c) Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before we accept an order. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

#### 4. Shipments; Delivery; Title and Risk of Loss.

(a) We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order.

(b) Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

#### 5. Warranty Disclaimers.

**(a) ALL PRODUCTS OFFERED ON THIS SITE ARE PROVIDED “AS IS” AND WE MAKE NO WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS OFFERED ON THIS SITE, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE**

**DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE  
DISCLAIMER MAY NOT APPLY TO YOU.**

6. Limitation of Liability.

**(a) IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS YOU HAVE ORDERED THROUGH OUR SITE.**

7. Goods Not for Resale or Export. You represent and warrant that you are buying products from the Site for your own personal or household use only, and not for resale or export.

8. Privacy. We respect your privacy and are committed to protecting it. Our *Privacy Policy*, [littlefreelibrary.org/privacy-policy/](http://littlefreelibrary.org/privacy-policy/), governs the processing of all personal data collected from you in connection with your purchase of products through the Site.

9. Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

10. Entire Agreement. Our order confirmation, these Terms, Privacy Policy, and our Website Terms of Use will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.