

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

**1. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.**

**THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.**

**BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS.**

**YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT AT LEAST 18 YEARS OF AGE, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.**

**OUR WEBSITE IS SOLELY FOR THE PROMOTION OF OUR PRODUCTS AND SERVICES IN THE UNITED STATES. UNFORTUNATELY, WE DO NOT ACCEPT ORDERS FROM OR DELIVER TO ADDRESSES OUTSIDE THE UNITED STATES.**

These terms and conditions (these “**Terms**”) apply to the purchase and sale of products and services through bufkor.com or chippenhook.com (the “**Website**”). These Terms are subject to change by Grupo Vassi (referred to as the “**Company**”, “**us**”, “**we**”, or “**our**” as the context may require) without prior written notice at any time, in our sole discretion. Gruppo Vassi is made up of Bufkor, Incorporated and Chippenhook Corporation (including Chippenhook Services LLC). The latest version of these Terms will be posted on this Website, and you should review these Terms before purchasing any product or services that are available through this Website. Your continued use of this Website after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Website Terms of Use that apply generally to the use of our Website. You should also carefully review our Privacy Policy before placing an order for products through this Website (see Section 9).

**2. Order Acceptance; Cancellation.** You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services 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. **ONCE AN ORDER HAS BEEN ACCEPTED BY US, IT CANNOT BE CANCELLED OR MODIFIED.**

3. Prices and Payment Terms.

(a) All prices, discounts and promotions posted on this Website are subject to change without notice. The price charged for a product or service 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 in 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 occurrence.

(b) If you place an order on this Website for customized products imprinted with your logo or other image, the Company will make a metal imprinting die with the logo or other artwork submitted by you. You will have the option to rent and reserve the imprinting die for use exclusively with your future orders in exchange for a rental fee to be set out in your order and order confirmation email. The term of such rental arrangement shall be eighteen (18) months. Upon expiration of each eighteen (18) month term, you shall have the option to renew the rental period for an additional eighteen (18) months, and continue using the imprinting die with your logo, in exchange for a renewal rental fee at our then current rental rate. Notwithstanding the foregoing, and for the avoidance of any doubt, you agree and acknowledge that the imprinting dies and all other tools and equipment used by the Company in the production of any order placed by you on this Website shall always remain the property of and in the possession of the Company.

(c) Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us before our acceptance of an order. We accept Visa, Mastercard, American Express, Discover, JCB Diners Club for all purchases. 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 Website 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. All shipments shall be made CIF to your designated shipping address.

(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. Returns. EVERY ORDER IS CUSTOM DESIGNED AND CREATED FOR EACH CLIENT. ALL PRODUCTS PURCHASED THROUGH OUR WEBSITE ARE NON-RETURNABLE AND NON-REFUNDABLE.

6. DISCLAIMER OF WARRANTIES. WE PROVIDE OUR PRODUCTS AND SERVICES “AS IS” AND EXPRESSLY DISCLAIM ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, WITH RESPECT TO THE PRODUCTS OR SERVICES PURCHASED THROUGH THE WEBSITE, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

7. Limitation of Liability.

(a) IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNTS PAID BY YOU FOR THE PRODUCTS AND SERVICES SOLD THROUGH THE WEBSITE.

8. Goods Not for Resale or Export. You represent and warrant that you are buying products or services from the Website for your own use only, and not for resale or export. You further represent and warrant that all purchases are intended for final delivery to locations within the US.

9. Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy, [[www.bufkor.com](http://www.bufkor.com)], governs the processing of all personal data collected from you in connection with your purchase of products through the Website.

10. 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, pandemic, 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.

11. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

12. Dispute Resolution and Binding Arbitration.

(a) **YOU AND THE COMPANY ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**

**ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS THROUGH THE WEBSITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**

(b) The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this Section 12. (The AAA Rules are available at [adr.org](http://adr.org) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

If you prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

(c) You may elect to pursue your claim in small-claims court rather than arbitration if you provide us with written notice of your intention do so within 60 days of your purchase. The arbitration or small-claims court proceeding will be limited solely to your individual dispute or controversy.

(d) You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR THE COMPANY WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

13. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 13 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

14. No Waivers. The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of the Company.

15. No Third Party Beneficiaries. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

16. Notices.

(a) To You. We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Website. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) To Us. To give us notice under these Terms, you must contact us as follows: (i) by email to [marketing@vassiglobal.com](mailto:marketing@vassiglobal.com); or (ii) by personal delivery, overnight courier or registered or certified mail to Grupo Vassi, 1955 Lakeway Drive, Suite 210, Lewisville, Texas 75057. We may update the email or address for notices to us by posting a notice on the Website. Notices provided by personal delivery will be effective immediately. Notices provided by email or overnight courier will be effective

one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

17. Severability. If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

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