



Terms of Sales and Services

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4. Limitations

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5. Revisions and Errata

The materials appearing on Lifestyle Matters' web site could include technical, typographical, or photographic errors. Lifestyle Matters does not warrant that any of the materials on its web site are accurate, complete, or current. Lifestyle Matters may make changes to the materials contained on its web site at any time without notice. Lifestyle Matters does not, however, make any commitment to update the materials.

6. Links

Lifestyle Matters has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Lifestyle Matters of the site. Use of any such linked web site is at the user's own risk.

7. Site Terms of Use Modifications

Lifestyle Matters may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

8. Governing Law

Any claim relating to Lifestyle Matters' web site shall be governed by the laws of the State of Michigan without regard to its conflict of law provisions.

9. Sale and Purchase of Goods

Lifestyle Matters ("Seller") hereby agrees to sell, and You ("Buyer") hereby agree to purchase, goods of the description and quantity described on the checkout window ("Checkout") and incorporated herein by this reference ("Goods") on the terms and conditions set forth in this Agreement.

10. Purchase Price

Buyer agrees to pay the Purchase Price of the Goods as posted on this website attached hereto.

11. Payment Terms

The total amount of the Purchase Price shall be payable in full by Buyer according to the payment due date stated at Checkout. Any portion of the Purchase Price unpaid past thirty (30) days shall be considered overdue. All amounts past due are subject to a late charge of the lesser of one and one-half percent (1 1/2%) per month (being eighteen percent (18%) per annum) or the highest lawful rate. In addition, Seller shall have the right to pursue any remedies available at law or as provided herein and shall be entitled to reimbursement from Buyer for Seller's costs of collection, including attorney fees, legal fees and costs and disbursements.

12. Delivery

Unless otherwise agreed in writing, delivery shall be made in accordance with Seller's shipping policy in effect on the date of shipment. Delivery dates provided by Seller are estimates only. Seller will make reasonable efforts to deliver in accordance with such dates; however, Seller will not be liable for failure to deliver as estimated. Unless otherwise agreed in writing by Seller, Goods shall be packaged according to Seller's standards and practices.

13. Return Policy

If you wish to return an item:

Call Lifestyle Matters for a return authorization number at 1-866-624-LIFE. Be sure to have your invoice number and/or PO number available. **Returns will be subject to a 10% restocking fee.** Your request will be processed within five business days.

If you would like to return the item, it must be reported within 90 days from the date of receiving your order.

Your authorized items must be returned within 10 business days from the date of authorization to receive full credit. Beyond the 10 business days, Lifestyle Matters reserves the right to refuse the return.

Shipping costs to return books are at customer's expense, except when merchandise is sent in error or arrives at the destination damaged in transit.

Send Returns To:

**Lifestyle Matters
Attn: Returns
330 W St. Joseph St
Lansing, MI 48933**

The merchandise must be returned in salable condition. Case lots or bundle packs must be returned unopened. We reserve the right to adjust the credit amount if the item is poorly packed and is bruised in

transit. *We highly encourage you* to send your return via UPS or FedEx/DHL (with applicable insurance). Lifestyle Matters is not obligated to issue a refund for return shipments that do not arrive at our facility.

A refund will be posted to your credit card or a refund check will be sent to you within five business days after processing your authorized return. Your credit card controls the amount of time it takes to make those funds actually available to you. Please contact your credit card company if you have questions.

If something is missing or defective: Call Lifestyle Matters at 1-866-624-LIFE and let us know. Be sure to have your invoice number and/or PO number available. We will ship the replacement items at our expense.

If something is damaged in transit:

If the shipment was delivered by UPS/FedEx/DHL, call UPS/FedEx/DHL. Ask them to come and inspect the damaged package(s). Keep all packing and boxes as delivered. Call 1-866-624-LIFE or [email support@lifestylematters.com](mailto:support@lifestylematters.com) to notify us of the damage. UPS/FedEx/DHL will come to you, inspect the damage, and they will notify Lifestyle Matters if the damaged merchandise will be returned or destroyed. Lifestyle Matters will then ship a replacement to you.

If the merchandise is wrong: Call Lifestyle Matters and let us know. (866-624-5433 Domestic and 517-316-1596 International) be sure to have your invoice number and/or PO number available.

14. Disclaimer of Warranty/Limitation of Liability

Seller undertakes no responsibility for the quality of the Goods or that the Goods will be fit for any particular purpose for which Buyer may be buying the Goods, except as otherwise provided in this Agreement, and Seller disclaims all other warranties and conditions, express or implied. SELLER (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE "SELLER AFFILIATES") SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE TO BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GOODS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, BUYER'S TIME, LOST DATA, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF SELLER OR ANY OF THE SELLER AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. IN NO EVENT SHALL SELLER OR ANY SELLER AFFILIATE BE LIABLE TO BUYER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE NET PURCHASE PRICE OF THE GOODS ACTUALLY DELIVERED TO AND PAID FOR BY BUYER HEREUNDER. SELLER DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE GOODS AND NONE OF SELLER OR ANY SELLER AFFILIATE SHALL HAVE ANY DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS BUYER FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR VIOLATION OF COPYRIGHTS BY ANY OF THE GOODS.

15. Force Majeure

Seller shall not be held responsible for any failure of performance to make timely delivery of all or any part of the Goods in the event such failure was due, in whole or in part, to federal, provincial or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire or other damage to or destruction of, in whole or in part, the Goods or the manufacturing facility for the Goods, the lack of or inability to

obtain raw materials, labor, fuel, electrical power, water or supplies, or any other cause, act of God, contingency or circumstances not subject to the reasonable control of Seller, which causes delays or hinders the manufacture or delivery of Goods. Seller shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance that affects the performance of its obligations.

16. Privacy Policy

Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.

- Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- We will collect and use of personal information solely with objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- We will only retain personal information as long as necessary for the fulfillment of those purposes.
- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Personal data should be relevant to the purposes for which it is to be used, and to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- We will make readily available to customers information about our policies and practices relating to the management of personal information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.