

## **TERMS & CONDITIONS**

The Vermont Country Store, Inc. and all affiliated companies and brands (“The Vermont Country Store,” “we,” or “us”) provides this website, its constituent webpages, and related websites (together, the “Sites”), and sells products to consumers, all subject to your agreement to these Terms & Conditions, which are final. By using the Sites, purchasing products from us, and/or registering with us, you agree to be bound fully by the provisions below, without change, as are published at such time. Please see Section 7, below, for the effective date of these Terms & Conditions.

**THESE TERMS & CONDITIONS ARE AN ENFORCEABLE CONTRACT BETWEEN US WHICH AFFECTS OUR RESPECTIVE LEGAL RIGHTS AND INCLUDES A MANDATORY INDIVIDUAL ARBITRATION REQUIREMENT IN SECTION 4, WHICH IS SET FORTH BELOW.**

We recommend you print out a copy of these Terms & Conditions for your records, and can download them [here](#). Upon request by you or The Vermont Country Store, we each agree to sign and provide to each other a signed copy of these Terms & Conditions.

### **1. Privacy & Security**

Please read our [Privacy Policy](#) which is incorporated into these Terms & Conditions and governs your use of the Sites. By visiting our Sites or purchasing products from us, you agree with and consent to our [Privacy Policy](#), including the information collection, analysis, and usage practices it describes. To the extent there is a conflict between the [Privacy Policy](#) and these Terms & Conditions, these Terms & Conditions will control to the fullest extent permitted by law.

### **2. Product Descriptions**

We work hard to be as accurate as possible. Errors will be corrected when discovered and we reserve the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted by you or an order confirmation has been sent by us). If a product offered by us is not as described, your sole remedy is to return it to us in unused condition. We also reserve the right to limit the order quantity on any item.

### **3. Notice to California Residents – Proposition 65**

California Proposition 65 requires that special warnings be provided when products contain chemicals known by the State of California to cause cancer, birth defects, or other reproductive harm if the use of those products may cause exposure to those chemicals above specific limits. These warnings relate to some but not all tools, lead crystal glassware, ceramic tableware, tiffany style lamps, and electrical cords. Please call us prior to ordering if you have any questions regarding the safety of these products.

Pursuant to California Civil Code Section 1789.3, The Vermont Country Store provides California residents with the following notice: You may report complaints to the Consumer Information Division of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at 800-952-5210.

#### **4. Legal Disputes – The Requirement to Arbitrate**

The Vermont Country Store holds in highest regard its relationship with its customers, as reflected in its [Customer Bill of Rights](#). We work hard to make things right with each and every customer. On occasion, a third party may be necessary to help us resolve our disputes, and this agreement limits us to arbitration (or small claims court, if a claim qualifies) in all such instances.

**YOU AND THE VERMONT COUNTRY STORE AGREE THAT ALL DISPUTES BETWEEN US THAT WE CANNOT RESOLVE INFORMALLY SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT.**

**YOU AND THE VERMONT COUNTRY STORE FURTHER AGREE TO WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY, TO THE LITIGATION OF DISPUTES IN STATE OR FEDERAL COURTS OF GENERAL JURISDICTION, AND TO PARTICIPATE IN ANY WAY IN A CLASS ACTION/CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHERWISE TO MAKE OR PROCEED WITH ANY CLAIM ON A COLLECTIVE OR CONSOLIDATED BASIS.**

This arbitration agreement applies to all agents, attorneys, contractors, subcontractors, service providers, employees, and all others acting for, on behalf of, or under the direction of The Vermont Country Store, including all affiliated companies (including, but not limited to, parents, subsidiaries, and sibling corporations). This agreement is binding on you and The Vermont Country Store, as well as our respective heirs, successors, and assigns.

You and Vermont Country Store agree that any claim between us involves commerce under, and is governed exclusively by, the Federal Arbitration Act (“FAA”) and federal law, and not by any state or local laws, or the laws of other countries, concerning or purporting to place limits on the availability or scope of arbitration or in any way imposing requirements beyond or inconsistent with those set forth in the FAA. This agreement, however, does not prevent you from bringing any issues to the attention of federal, state, or local agencies.

#### **Arbitration Scope, Rules, and Requirements**

There is no judge or jury in arbitration, and discovery and court review of an arbitration award are limited. However, an arbitrator can award on an individual basis the same

damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms & Conditions as a court would.

The arbitration or small claims court action shall occur in the United States in the county or parish in which you reside or at such other location in the United States which may be agreed upon by you and The Vermont Country Store. You may also choose to have any arbitration, whether commenced by you or The Vermont Country Store, conducted by telephone or based on written submissions only.

The arbitrator has the authority to and shall resolve all claims and issues arising between us, including, but not limited to, international, federal, state, and local statutory, regulatory, constitutional, and common law claims.

This arbitration requirement covers, but is not limited to, any and all claims arising from or related in any way to your use of the Sites, your registration with the Sites, your purchase of or attempt to purchase products from The Vermont Country Store, and your communications with The Vermont Country Store.

The arbitrator also has the sole authority to and shall address all claims or arguments concerning the formation, legality, and enforceability of this arbitration clause, the scope of this clause, and the arbitrability of any claim or issue arising between us.

Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA") as currently in effect, and as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at <https://www.adr.org/consumer>, by calling the AAA at 800-778-7879, or by writing to the Notice Address. To the extent that there is a conflict between this clause and the AAA Rules, the arbitrator shall resolve such conflicts so as to preserve the parties' mutual obligation to arbitrate claims on an individual basis.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the AAA and to: Office of the President, The Vermont Country Store, 5650 Main Street, Manchester, VT 05255. The AAA's address is: American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. You may also send a copy to the AAA online at <https://www.adr.org>.

If you initiate an arbitration, The Vermont Country Store will reimburse you for any standard filing fee which may be required under the AAA Rules for claims under \$10,000. For claims over \$10,000, payment of such fees will be by a separate agreement between you and Vermont Country Store. If we cannot agree on such payment, the arbitrator will decide how such fees should be paid and by whom. Each party shall be responsible for their own attorneys' fees, except where the arbitrator concludes that a claim or defense is frivolous.

We are committed to providing for dispute resolution at a reasonable cost to consumers consistent with the AAA Rules, and any matters related to such cost, if not agreed to by you and The Vermont Country Store, will be decided by the arbitrator.

### **Supplemental Arbitration Notice For Vermont Residents Only**

Only to the extent Vermont law may ultimately be found to apply to some or all of our arbitration agreement, and as to disputes between The Vermont Country Store and Vermont residents only, the parties' understand that a dispute between us may not be subject to arbitration if it involves a question of constitutional or civil rights. You agree that, by accepting these Terms & Conditions by means provided by the Sites, the arbitration requirement shall be fully enforceable as would an agreement bearing both of our signatures.

#### **5. Contact Information**

You can contact The Vermont Country Store via e-mail at [customerservice@vermontcountrystore.com](mailto:customerservice@vermontcountrystore.com), by phone at 800-547-7849, or by mail at The Vermont Country Store, 5650 Main Street, Manchester Center VT 05255. Please include information in your correspondence that will help us assist you with your inquiry or request, together with your name, email address, and mailing address.

#### **6. Right To Consult An Attorney**

You understand that you have the absolute right to consult an attorney concerning an aspect of the Terms and Conditions and the [Privacy Policy](#) before accepting them, and that, by acknowledging your acceptance of these Terms & Conditions as provided for by the Sites, you represent that you understand their requirements and agree to be bound by them.

#### **7. Effective Date & Supplemental Terms**

This agreement was last updated on December 23, 2019 and applies to all uses, purchases, or registrations occurring after that date. Updates to these Terms & Conditions shall not apply retroactively. If any part of these Terms & Conditions is found to be unenforceable for any reason, it shall be removed and the remaining Terms & Conditions shall be fully enforceable.