

IMPORTANT – PLEASE READ CAREFULLY 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, signing up for promotions of any kind, 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 9, 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 EACH AGREE THAT ALL DISPUTES BETWEEN US THAT CANNOT BE RESOLVED INFORMALLY SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT.

WE EACH 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 ARBITRATIONS OR OTHERWISE TO MAKE OR PROCEED WITH ANY CLAIM ON A COLLECTIVE OR CONSOLIDATED BASIS.

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.

This arbitration agreement applies to all disputes that might arise between us, including, but not limited to, disputes arising out of or related to the Terms, the operation and content of the Website, your use of the Website, communications between You and Us, and the purchase and use all products and services offered by Us, and encompassing all federal, state, and local statutory, regulatory, constitutional, and common law claims of any kind (each a “Dispute,” and, collectively, the “Disputes”).

YOU AND THE VERMONT COUNTRY STORE AGREE THAT ALL DISPUTES BETWEEN US THAT CANNOT BE RESOLVED INFORMALLY SHALL BE RESOLVED

ON AN INDIVIDUAL BASIS ONLY BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT ONLY.

YOU AND THE VERMONT COUNTRY STORE ALSO AGREE TO WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY AND TO PARTICIPATE IN ANY WAY IN A CLASS ACTION IN CONNECTION WITH ANY SUCH DISPUTES OR 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 Vermont Country Store's direction, including all affiliated companies (including, but not limited to, parents, subsidiaries, and sibling corporations). This agreement is binding on you and us, as well as our respective heirs, successors, and assigns. This arbitration agreement 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.

The Informal Settlement Process. Before you or The Vermont Country Store can file a claim in arbitration or small claims court, you and we are each required first to participate in an informal settlement process for a period of sixty (60) days for the purpose of resolving that claim.

To initiate the informal settlement process, the claiming party must send to the other party a short, written statement (the "Claim Statement") explaining each underlying Dispute in sufficient detail for the other party to understand and investigate it, along with a proposal for resolving it. You agree to send all Claim Statements to: legal@vermontcountrystore.com and The Vermont Country Store, 5650 Main Street, Manchester Center, VT 05255 Attn: Legal Claim.

You and The Vermont Country Store will then attempt in good faith to resolve each Dispute described in the Claim Statement on an individual basis. If any such Dispute is not resolved by sixty (60) days following receipt of the Claim Statement, You and The Vermont Country Store will thereafter have the right to file claims arising out of such Dispute either in arbitration or in small claims court, subject to the requirements described below. Any applicable statute of limitations for such claims shall be suspended for the sixty (60) days during which you and we attempt to resolve the Dispute informally.

Claims May Only Be Resolved in Small Claims Court or By Individual Arbitration. At end of the 60-day informal settlement process, any unresolved claims arising out of any Dispute described in a Claim Statement may be asserted on an individual basis in either (1) small claims court in: (a) the county or parish where you live, if such a court is available; or (b) another location you and we agree on, but only if the Dispute (and the relief it seeks) qualifies to be brought in that court; or (2) binding arbitration.

Arbitration Requirements and Rules. While there is no judge or jury in an arbitration, the arbitrator has the power to award the same individual relief and must follow our agreement in the same way as a court. In the event you and we disagree on whether a Dispute must be arbitrated, the arbitrator shall have, to the fullest extent permitted by law, the sole authority to address all arguments concerning the formation, legality, and enforceability of this arbitration agreement, the scope of the arbitration agreement, and the arbitrability of any Dispute arising between you and us.

The Arbitration Process. All arbitrations shall be before a single arbitrator. The arbitration process will differ in part depending on whether your claim is pursued individually or is part of a mass arbitration (which is defined below).

Arbitrations involving consumer claims shall be governed by these terms and the AAA Consumer Arbitration Rules and the AAA Consumer Due Process Protocol, which you can find here: <https://www.adr.org/consumer>. All other arbitrations shall be governed by these terms and the AAA Commercial Arbitration Rules and the AAA Optional Appellate Rules, which you can find here: <https://www.adr.org/commercial>. To the extent there is a conflict between these arbitration terms and any applicable AAA rules and protocols, the terms shall control.

Any court of competent jurisdiction will have the authority to enforce these arbitration requirements (including those related to mass arbitration set forth below) and, if necessary, enjoin the filing or prosecution of arbitrations and/or the assessment of fees by the AAA or any other organization, arbitrator, or mediator in a manner inconsistent with these requirements.

Disputes that involve an individual claim for less than \$15,000 (US) in actual or statutory damages (but not including any amounts claimed for attorneys' fees and incidental, consequential, punitive, or exemplary damages, and excluding any damage multipliers), whether or not they also seek declaratory or injunctive relief, must be resolved exclusively through binding non-appearance-based arbitration based solely on the written submissions of the parties. All other arbitrations will be conducted by telephone, online, or based solely on written submissions, including affidavits and will not involve any personal appearances by parties or witnesses. Judgment on an arbitrator's award may be entered in any court that has jurisdiction to do so.

To begin an arbitration proceeding, we each must send a letter requesting arbitration and describing our claim to the American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 or by filing the request online through the AAA's website: <https://www.adr.org/Support>. For demands initiating against The Vermont Country Store, a copy of the demand must be sent at the same time to: [INSERT MAILING ADDRESS AND EMAIL ADDRESS].

If the AAA is for any reason unavailable or unable to handle an arbitration under these rules, you and we shall negotiate in good faith on the substitution of another organization or individual to handle the arbitration in a manner that is consistent with the requirements of our arbitration agreement. If such an agreement cannot be reached, you or The Vermont Country Store may petition a court of competent jurisdiction to appoint an organization or individual to conduct the arbitration consistent with the requirements of our arbitration agreement.

Mass Arbitration Rules. If twenty-five (25) or more claimants file, or indicate an intention to file, demands for arbitration against The Vermont Country Store raising substantially identical claims, and counsel for the claimants are the same or coordinated across such claims (a “Mass Arbitration”), these special rules shall apply. In the case of a Mass Arbitration, to the extent there is a conflict between these Mass Arbitration rules and any other terms related to dispute resolution, these Mass Arbitration rules will control.

Each individual claim that is part of a Mass Arbitration must complete the informal settlement process before it can proceed further. Counsel for claimants and The Vermont Country Store may agree to the submission of a single Claim Statement for all Mass Arbitration claims provided it identifies each claimant by name and address. Once the sixty (60) day informal settlement period has ended for all Mass Arbitration claims, the Mass Arbitrations must then follow a bellwether procedure (described below) in which a group of ten (10) selected claims is arbitrated (each a “bellwether arbitration”) followed by a mandatory mediation process through which one or more Mass Arbitration claims may be settled.

Counsel for claimants and The Vermont Country Store’s counsel shall each select five (5) claims for bellwether arbitrations (ten (10) in total) to be promptly decided individually as a bellwether arbitration conducted pursuant to the individual arbitration rules set forth in these terms, above, with each case assigned to a separate arbitrator. The Vermont Country Store reserves the right, at our sole discretion, to permit counsel for claimants to select all ten (10) bellwether cases. Each bellwether arbitration shall be completed within one-hundred-twenty (120) days from the date of its selection as a bellwether arbitration. In the meantime, no other demands for arbitration may be processed or in any way deemed filed, but instead shall be stayed until the mediation process required by the Mass Arbitration rules has ended, and no fees or arbitrator compensation shall be assessed regarding such stayed cases beyond initial filing fees. For such stayed claims, all applicable statutes of limitation shall also be stayed until the mediation process required by these Mass Arbitration rules has ended.

Upon the resolution of the ten (10) bellwether cases, counsel for The Vermont Country Store and counsel for claimants shall participate promptly and in good faith in non-binding confidential mediation for a period of sixty (60) days to resolve all Mass Arbitration claims. This mediation shall be conducted by the AAA under the Mediation Procedures of the American Arbitration Association as may be in effect at

that time.

<https://www.adr.org/sites/default/files/Mediation%20Procedures%20of%20the%20American%20Arbitration%20Association%20Oct%2001%2C%202009.pdf>

If the bellwether arbitrations and mediation are unsuccessful in resolving all Mass Arbitration claims, Mass Arbitration claimants whose claims have not been resolved may pursue their claim on an individual basis, but only with FairClaims, Inc. ("FairClaims"), to be arbitrated under the Small Claims Rules & Procedures, which are available at <https://s3.amazonaws.com/arbi-website/fairclaims-rules/FairClaims-Small-Claims-Rules.pdf>. You and The Vermont Country Store agree to split FairClaim's fees equally, while reserving the right to ask the arbitrator to allocate the fees differently if fairness so requires.

If the AAA is for any reason unavailable or unable to handle bellwether arbitrations or the mediation called for these Mass Arbitration rules, we and counsel for claimants shall negotiate in good faith for the substitution of another organization or individual to carry out these functions in a manner that is cost effective to both parties and proceeds in accordance with the requirements of our arbitration agreement, including with these Mass Arbitration rules. If such an agreement cannot be reached, The Vermont Country Store or counsel for claimants may petition a court of competent jurisdiction to appoint an organization or individual to conduct an arbitration consistent with the requirements of our arbitration agreement, including these Mass arbitration rules.

Fees and Costs. You and The Vermont Country Store will bear our own costs, arbitral fees, and attorneys' fees in the event of a Dispute consistent with these terms and governing arbitral rules, provided, however, that either party may recover fees and costs to the extent permitted by applicable law. If the arbitrator determines that an arbitration has been brought in bad faith or for an improper purpose, or that the demand was frivolous, the arbitrator may award costs, arbitration fees, and attorneys' fees to the party defending against the claim.

No Class Actions. You and The Vermont Country Store agree that we can each only bring claims against the other on an individual basis. This means: (a) neither of us can bring a claim as a plaintiff or class member in a class action, consolidated action, or representative action; (b) an arbitrator cannot combine multiple people's claims into a single case (or preside over any consolidated, class, or representative action); and (c) an arbitrator's decision or award in one person's case can only decide the disputes of that user, not other users. Nothing in this section is intended to limit the individual relief available to either of us in arbitration or small claims court. Nor does anything in this section limit the parties' rights to resolve a Dispute by mutual agreement through a class-wide settlement of claims.

Rules of Construction. The requirements of these terms related to dispute resolution shall be interpreted, to the maximum extent permitted by law, to

facilitate the resolution of all disputes in arbitration in a way that is cost-effective to all parties.

Severability. If any provision the terms related to dispute resolution shall be held to be unenforceable, the remaining provisions shall remain in effect to the maximum extent permitted by law in a manner that facilitates resolution of Disputes in arbitration in a way that is cost effective to all parties. To the extent that any other provision of the terms is found to be inconsistent with rights, duties, and requirements of these terms related to dispute resolution, or where the application of such a provision would change or render unenforceable any provision of these terms related to dispute resolution, such provision shall be null, void, and of no effect and the dispute resolution provisions of these terms shall control.

Survival. All provisions of the terms regarding dispute resolution, including the arbitration agreement, shall survive termination.

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. Intellectual Property Rights**

The Sites contain trademarks, copy, and designs that are owned by The Vermont Country Store and may not be used by you without the prior written authorization of the Vermont Country Store in connection with the sale of products and services, or used in any manner that is likely to cause confusion among our customers or wrongfully disparages or discredits The Vermont Country Store.

• **6. Social Media**

If you use #thevermontcountrystore #vermontcountrystore or any similar tags in social media posts, or share social media posts on the Sites, you agree to provide The Vermont Country Store with royalty-free right and license to use such posts (and any images or other content in those posts) on the Sites and in any and all marketing materials at any time.

• **7. 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.

- **8. Purchases for Resale**

Orders placed that The Vermont Country Store deems to be purchases for resale are final and are not eligible to be returned.

- **9. Contact Information**

You can contact The Vermont Country Store via e-mail at customerservice@vermontcountrystore.com, by phone at [1-800-547-7849](tel:1-800-547-7849), 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.

- **10. Effective Date & Supplemental Terms**

This agreement was last updated on 7/27/2022 and applies to all uses, purchases, registrations, and other activities 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.