

CONSUMER RIGHTS AND RESPONSIBILITIES

This website at www.wildirismarket.com (this "Website") is operated by Wild Iris Books, Inc., Gainesville, FL 32606 ("we", "us" and "our").

As noted in our website terms and conditions, this Website includes products available for purchase from various vendors ("Vendors"). It is important that you understand that when you place an order for a product on this Website (a "Product"), you are placing any order with the Vendor of the product, and not us. We make the products available for purchase (including taking orders and collecting payment) as the agent of the Vendor, and not on our own behalf. We are not a party to, and have no obligations under, these Consumer Rights and Responsibilities ("Terms").

These terms outline the basis on which Vendors may make their Products available for sale to you. If a Vendor has adopted these terms, this will be stated on their mini-site. If a Vendor has adopted different terms, the variations from these terms will be stated on their mini-site.

ORDERING PROCEDURE

When you place an order to purchase a Product via this Website, you are making an offer to the Vendor. No contract for the purchase of a Product will come into existence until the Vendor has reviewed and accepted your order. A Vendor may decline an order where the Vendor believes that it has reasonable grounds for doing so. The Vendor will notify you whether it has accepted or declined your order as soon as it is able to do so.

PAYMENT

When you purchase a Product you agree to pay the purchase price specified on this Website at the time of purchase, and any applicable taxes, shipping and insurance charges based on the shipping options selected by you. All amounts are stated in United States dollars. Taxes, shipping and any insurance charges will be separately shown.

If the goods are being delivered outside of the United States, you must pay any other sales, use, goods and services, value added, customs, excise or similar taxes or charges ("Other Taxes") imposed by any applicable government agency. The Vendor is unable to advise you on the amount of any Other Taxes, and you should contact the taxing authorities of the country that the Products are to be shipped to if you are unsure whether any Other Taxes will apply.

You will be required to pay for the Product online by credit card or PayPal account. We will process the transaction upon receipt of your order. The credit cards that are accepted from time to time will be described on this Website. A surcharge may apply for the use of certain credit cards, and where this is the case this will also be described on this Website.

CANCELLATION OF ORDERS

The Vendor may cancel an order it has already accepted if the Vendor suspects that you are acting fraudulently (such as using a credit card without proper authorization) or in breach of these terms. While the Vendor endeavors to avoid pricing and other errors, inadvertent errors do occur from time to time and the Vendor may also cancel an order that it has accepted in such circumstances.

Unforeseen supply problems or unexpected demand may occasionally result in a Product being unavailable. If there is a delay in shipping your order the Vendor will contact you by email as soon as possible to advise you of the reason for the delay. If this occurs, you may cancel your order at any time prior to when the Vendor ships the Product to you.

You may also cancel an order if the Vendor is in breach of these terms.

DELIVERY

The Vendor will normally ship the Product within 2 Business Days of receipt of your order, unless otherwise noted in the Product description. Any delivery times displayed on this Website are estimates only, based on the information provided to the Vendor by its shipping company.

The Vendor will deliver the Product to the place of delivery you specify when making your order. Title to and risk in the Product will pass to you upon delivery of the Product to this place of delivery.

RETURNS

You may return a Product that you have purchased if the Product is faulty, different than how it was described or shown, does not serve its intended purpose, or you otherwise have a right to return the Product under any applicable law.

You must ensure that any Product you return is not affected by being used in an abnormal way, or reduced in value by delay on your part.

If you wish to return any Product you must lodge a return request using the "contact the Vendor" section of this Website and provide a reason for the return within 14 days of your receipt of the Product. Once you have done so, the Vendor will respond to your request and (if the return is accepted) provide you with the details of where the Product is to be returned to. You must pay for any return shipping costs.

Where you are entitled to return a Product, you will receive a refund or an exchange of the Product.

WARRANTIES AND LIABILITY

The Vendor warrants that:

- (i) each Product will comply in all material respects with any descriptions given on this Website;
- (ii) unless otherwise noted, they will be new and not second-hand; and
- (iii) each Product will be in saleable condition (subject to any defects described on this Website prior to purchase).
- (iv) all express or implied warranties, representations, statements, terms and conditions relating to these terms or a Product that are not contained in these terms, are excluded to the maximum extent permitted by law.
- (v) If any term, condition or warranty is implied into this agreement and the Vendor is able to limit your remedy for a breach of such a term, condition or warranty, then the Vendor's liability for breach of the term, condition or warranty is limited to one or more of the following at the Vendor's option:
 - a. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - b. in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
- (vi) subject to the Vendor's obligations under the implied terms, conditions or warranties referred to above, and to the maximum extent permitted by law, the maximum aggregate liability of the Vendor for all claims under or relating to these terms or a Product, whether in contract, tort (including negligence), in equity, under statute or on any other basis, is limited to an amount equal to the greater of:
 - a. US\$100; and
 - b. the amounts paid by you to the Vendor as a result of the purchase of a Product.

- c. In calculating the Vendor's aggregate liability under this paragraph, the parties must include any amounts paid or the value of any goods or services replaced, repaired or supplied by the Vendor for a breach of the implied terms, conditions or warranties referred to above.

(vii) subject to the Vendor's obligations under the implied terms, conditions or warranties referred to above, and to the maximum extent permitted by law, the Vendor is not liable for, and no measure of damages will, under any circumstances, include:

- a. special, indirect, consequential, incidental or punitive damages; or
- b. damages for loss of profits, revenue, goodwill or anticipated savings, whether in contract, tort (including negligence), in equity, under statute or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

The Vendor's liability to you is diminished to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability.

GENERAL

Neither party will be liable for any delay in performing any of its obligations under these terms if such delay is caused by circumstances beyond the reasonable control of that party.

If any part of these terms is held to be unenforceable, the unenforceable part is to be given effect to the greatest extent possible and the remainder will remain in full force and effect.

These terms are governed by the laws of the State of Florida, United States of America, and each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Florida, United States of America.

These terms constitute the entire agreement between the Vendor and you in relation to the Products and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between the Vendor and you in relation to the Products.

Your purchase of the Products is conducted electronically and each party agrees that the other may communicate with it electronically for all aspects of any Product purchase, including by sending electronic notices.

The provisions of these terms which by their nature survive termination or expiry of these terms will survive termination or expiry of these terms.

The term "including" when used in these terms is not a term of limitation.