

terms and conditions of sale

LAST UPDATED AND EFFECTIVE AS OF: NOVEMBER 26, 2019

The following Terms and Conditions of Sale govern the order and sale of products and services by COZY BRANDS LLC, a Florida limited liability company (the "Provider" or "we" or "us" or "our") to you through this www.sipcozy.com website (the "Site"). Your use of the Site to order or purchase products or services indicates your agreement to follow and to be bound by these Terms and Conditions of Sale and all other portions of the Agreement (as defined below) between you and us and your intent to be legally bound hereby.

1. Orders and Products or Services

You agree that any order you place through the Site is only an offer to buy products or services listed in your order. We must accept your order before we are obligated to sell you the products or services. All orders are subject to e-mail confirmation by us to the e-mail address you provide to us and associate with your order. Our e-mail to you is a confirmation that your order has been received by us but does not constitute acceptance of your order. We reserve the right at any time after receipt of your order to accept or decline your order for any reason and will contact you at the e-mail address provided in the order form of our decision to accept or reject your order. In the event that we reject the order, we will have no obligation to fulfill your order and you will have no obligation to pay us for the order.

Please note that the products and services displayed on the Site may be out-of-stock or discontinued, and availability is not guaranteed. While we strive to accurately display the colors of products, the actual colors you see will depend on your monitor and may not be accurate.

The purchase of products and services is subject to availability. In the event that we advise you that such products or services are no longer available, we will have no obligation to fulfill your order and you will have no obligation to pay us for the order. All advertisements, prices, products and services listed on the Site are invitations to purchase and are not offers to sell.

We reserve the right, in our sole discretion, to accept or reject any order once the order form has been completed and submitted. We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products and services and their pricing are subject to change at any time without notice, and in our sole discretion. We reserve the right to discontinue any product or service at any time. Any offer for any product or service made on this Site is void where prohibited. We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in will be corrected.

2. Modification of Terms and Conditions of Sale and the Agreement

We may at any time modify these Terms and Conditions of Sale or any other part of the Agreement by providing you notice, via the Site, e-mail or mail, all in accordance with applicable laws. If you do not agree to the modified Terms and Conditions of Sale or of the Agreement, you may cancel your order for a full refund within five (5) days of receipt of the modified Terms and Conditions of Sale or modified part of the Agreement.

3. Prices

All prices are in United States dollars. Prices may change without notice from time to time. The total amount due excludes sales tax that may be applied in accordance with applicable federal, state and local laws, rules and regulations. The applicable sales tax amount may be indicated at the time of payment. The amount of sales tax charged on your order will depend upon various factors, including, without limitation, the type of products or services purchased, sales price and destination of the shipment. Sales tax regulations may change between the time you place an order and the time of payment or credit card charge authorization and this may affect the calculation of sales taxes. The amount appearing on your payment page of the Site or in your cart may differ from the sales taxes ultimately charged. All prices exclude customs and import duties. We are not responsible for pricing, typographical, or other errors in any offer by us and we reserve the right to cancel any orders arising from such errors.

4. Safety Acknowledgment

If pregnant, nursing, or diagnosed with a heart condition, allergies or other medical condition, seek the advice and assistance of a physician or trained health professional before using our products and services. If you believe or suspect that you have a medical problem, promptly contact your doctor or health care provider.

5. Consumption of Hemp-derived CBD and Drug Testing

The consumption of certain hemp products may lead to a positive drug test for THC or certain cannabinoid metabolites. We cannot guarantee that products available for sale on this Site do not contain traceable amounts of THC nor can the Provider guarantee that use of the Provider's products will not result in failed drug screening for THC, other cannabinoids, or their metabolites. Accordingly, you use the Provider's products at your own risk and the Provider is not responsible for any adverse employment or other legal action related to the use of the Provider's products.

6. Payment

When placing an order, your billing address must correspond to the address of your credit card or other form of payment, otherwise we will not be able to process your order. You may pay for your purchase using a valid VISA, MasterCard, American Express or Discover card or other form of payment that we accept and you authorize us to charge the applicable card for the fees and you represent and warrant that you are the cardholder of the applicable card or payment method. If your card or payment is rejected for any reason, your order will not be shipped and we will have no obligation to fulfill your order.

In the event you dispute the amount or validity of any payments, you must notify us within ten (10) days of payment. You expressly agree that your failure to notify us of any dispute within ten (10) days of payment will constitute your express waiver of any claims related to the disputed payment.

7. Shipments and Delivery

You are responsible for the shipping costs associated with the delivery of the products you purchase on the Site as specified on the Site or your order confirmation. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

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You bear all risks of loss and damage to the products from the time the products are provided to the carrier for shipment. Delivery is deemed complete and title to the products passes to you upon acceptance of shipment by the carrier.

8. Returns and Refunds

Please refer to our [Return and Refund Policy](#), which forms an integral part of these Terms and Conditions of Sale and the Agreement, the contents of which are incorporated into these Terms and Conditions of Sale and the Agreement by this reference.

9. Errors, Inaccuracies and Omissions

Occasionally there may be information on our Site that contains typographical errors, inaccuracies or omissions that may relate to product or service descriptions, pricing, promotions, offers, shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Site or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Site or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Site or on any related website, should be taken to indicate that all information in the Site or on any related website has been modified or updated.

10. Binding and Entire Agreement

These Terms and Conditions of Sale, along with the Site's [Terms of Use](#) and the [Return and Refund Policy](#) (collectively, the "Agreement") constitute the entire, complete and only agreement between you and us regarding the subject matter contained herein, the Site and its use, and your order, purchase and use of products and services, and supersedes all proposals and prior agreements, whether oral or written, and all other communications between the parties relating to this subject matter. Any modification of any term or condition of the Agreement shall be effective only if in writing and signed by authorized representatives of all parties. No other act, usage or custom shall be deemed to modify the Agreement. You may not assign the Agreement to any third party without our prior written consent. The Agreement will be binding upon and will ensure to the benefit of the parties and their heirs, successors and assigns.

11. Governing Law

The Agreement and your order and purchase of products and services will be governed and interpreted pursuant to the laws of the State of Florida, United States of America, notwithstanding any principles of conflicts of law. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The parties agree that these Terms of Use shall not be governed by the Uniform Computer Information Transactions Act (UCITA) should UCITA or any similar legislation be in force or later enacted in any jurisdiction governing these Terms of Use.

12. Dispute Resolution

The parties hereto hereby stipulate that the Agreement and your order and purchase of products and services from us involve and impact interstate commerce. In the event of any dispute or claim arising out of or relating to the Agreement or your order, purchase, shipment, or delivery of products or services, such disputes and claims shall be resolved EXCLUSIVELY by BINDING ARBITRATION in Duval County, Jacksonville, Florida, under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge and agree that any dispute about the enforceability or scope of these Terms of Use to arbitrate shall be decided by the arbitrator. All arbitration proceedings shall be maintained in strict confidence. The parties' mutual promises contained herein, including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause.

13. No Class Actions and Waiver of Jury Trial

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SITE OR ANY PRODUCTS OR SERVICES PURCHASED VIA THE SITE, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY ENTERING INTO THESE TERMS OF USE, YOU AND PROVIDER ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY PROVIDER OR YOU, AND ARE ALSO WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

14. No Warranty

TO THE FULLEST EXTENT PERMITTED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, AS TO THE PRODUCTS OR SERVICES OFFERED, ORDERED OR SOLD TO YOU, AND THE PRODUCTS AND SERVICES ARE SOLD AND PROVIDED TO YOU "AS IS" AND WITH "ALL FAULTS" AND WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

YOU MAY BE ABLE TO RETURN PRODUCTS YOU PURCHASE FROM US AS SET FORTH IN OUR RETURN AND REFUND POLICY. PLEASE REVIEW THAT POLICY TO LEARN ABOUT PRODUCT ELIGIBILITY.

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15. Limitations of Damages and Liability

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR AGGRAVATED DAMAGES OR ANY SIMILAR DAMAGES OF ANY KIND OR NATURE, ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SITE OR ANY PRODUCTS OR SERVICES OFFERED, ORDERED, PURCHASED OR SOLD TO YOU OR ANY USE OR MISUSE OF ANY PRODUCTS OR SERVICES USE, WHETHER OR NOT ARISING FROM BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, CIVIL LIABILITY OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF LIABILITY WILL APPLY NOTWITHSTANDING THE BREACH OF A FUNDAMENTAL TERM OR CONDITION OF THE AGREEMENT OR ANY FUNDAMENTAL BREACH OF THE AGREEMENT.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, OUR COMPLETE, AGGREGATE AND TOTAL LIABILITY TO YOU FOR ANY AND ALL LOSSES, DAMAGES, CLAIMS, LIABILITIES, INJURIES AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE SITE OR ANY PRODUCTS OR SERVICES OFFERED, ORDERED, PURCHASED OR SOLD TO YOU OR ANY USE OR MISUSE OF ANY PRODUCTS OR SERVICES (COLLECTIVELY, A "LIABILITY"), SHALL BE LIMITED TO: (I) IF THE LIABILITY WAS CAUSED BY PRODUCTS OR SERVICES PURCHASED BY YOU, THEN THE AMOUNT OF THE PURCHASE PRICE FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY THAT WAS ACTUALLY PAID BY YOU TO US; OR (II) IF THE LIABILITY IS NOT CAUSED BY PRODUCTS OR SERVICES PURCHASED BY YOU, THEN ONE HUNDRED AND NO/100 DOLLARS (\$100.00).

CERTAIN STATE LAWS AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

16. Severability

Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of the Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be severed and ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of the Agreement or the application of the provision to the other parties or other circumstances.

17. Force Majeure

We shall not be liable for any delay or failure in performance of any obligation under the Agreement caused by circumstances beyond its reasonable control.

18. Additional Terms

Our waiver of a breach of the Agreement or our failure to exercise any right under the Agreement shall only be effective if in writing. It is your responsibility to provide us with the appropriate contact information if a waiver or request is desired. In no event shall any waiver constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under the Agreement. Whenever possible, each provision of the Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of the Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be severed and ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of the Agreement or the application of the provision to the other parties or other circumstances. The parties acknowledge and agree that headings, titles and captions for particular paragraphs, sections and subsections of the Agreement have been inserted solely for reference purposes and should not be used to interpret or construe the terms of the Agreement. A printed version of the Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You agree that any and all communications and dealings between you and us relating to the Agreement or and your purchase and order of products and services may be conducted through electronic means.