

## TERMS OF SERVICE

This website is operated by ferm LIVING US Inc., a Delaware corporation. Throughout the site, the terms “we”, “us” and “our” refer to Ferm LIVING US Inc. Ferm LIVING US Inc. offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (the “Terms of Service”, or “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink(s). These Terms of Service apply to all users of the site, including without limitation, users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

### SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### **SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service or any product (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service or any product.

### **SECTION 5 - PRODUCTS**

Certain products may be available exclusively online through the website. These products may have limited quantities and are subject to return or exchange only according to our [Return Policy](#). We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products 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 that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product made on this site is void where prohibited. We do not warrant that the quality of any products, information or other material purchased or obtained by you will meet your expectations, or that any errors will be corrected.

## SECTION 6 - MADE-TO-ORDER PRODUCTS

We offer a selection of made-to-order furniture items. Made-to-order items will be clearly marked. The expected delivery date of the product will be clearly stated on the product page, at checkout and on your order confirmation. Please expect a longer delivery time for made-to-order products. These items are custom-made specifically for you and therefore take longer to create and deliver than other items. *Made-to-order products cannot be exchanged or returned. Orders for made to order items cannot be cancelled after 48 hours as the customized item will already be in the production stage.*

We strive to provide the most accurate estimated arrival date for made-to-order items. However, fulfillment of made-to-order items can be delayed due to unforeseeable circumstances (delays from the supplier, the shipping carrier, natural disasters etc.) We will do our best to keep you informed of any delays to your order. You will receive an email once your made-to-order item(s) is/are ready to be shipped.

NOTE: We appreciate your interest in all our products. If you would like to purchase items in addition to a made-to-order product, please create a separate order for them.

## SECTION 7 - ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

For more detail, please review our [Returns Policy](#). Our Returns Policy can be found [HERE](#)

## SECTION 8 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including,

the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **SECTION 9 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 10 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e mail address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

## **SECTION 11 - PERSONAL INFORMATION**

Your submission of personal information through the store is governed by our Privacy Policy. Our Privacy Policy can be found via this link: <https://fermliving.us/pages/privacy-policy>

## **SECTION 12 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product 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 Service 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 Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **SECTION 13 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 14 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided "as is" and "as available" for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable

quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall firm LIVING US Inc., its parent companies, subsidiaries or affiliates, or any of their directors, officers, employees, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products delivered to you from our store or procured by using or store or the Service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

## **SECTION 15 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless shall firm LIVING US Inc., its parent companies, subsidiaries and affiliates, and any of their partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SECTION 16 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 17 - SURVIVAL**

All obligations and liabilities of the parties incurred prior to any termination or expiration of these Terms of Service, and all provisions that by their nature should survive termination, shall survive any termination or expiration of these Terms of Service.

## **SECTION 18 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of

the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **SECTION 19 – FORCE MAJEURE**

Ferm LIVING US Inc., and its parent companies and affiliates shall not be liable, directly or indirectly, or responsible to the Customer, nor be deemed to have defaulted under these terms and conditions or any other agreement or with respect to the delivery of any products to the Customer, when and to the extent such failure or delay is caused by or results from acts beyond Ferm LIVING US Inc.'s control, including, without limitation the following Force Majeure events: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (f) collapse of buildings, fire, explosion or accident; [and] (g) any labor or trade dispute, strikes, industrial action or; (h) inability to obtain labor, materials or goods through Ferm LIVING US Inc.'s usual and regular sources; (i) insufficient orders; (j) non-performance by suppliers or subcontractors; (k) casualty or accident; (l) economic downturns; or (m) interruption or failure of utility service.

In such event, Ferm LIVING US Inc. may, in its sole discretion, without prior notice to Customer, at any time and from time to time postpone or extend the delivery dates under these terms and conditions for a time which is deemed reasonable in Ferm LIVING US Inc.'s sole discretion, under the circumstances. Ferm LIVING US Inc. may make partial delivery or cancel all or any portion of any contract with Customer, and any such non-performance or cancellation shall not be considered breach of these terms and conditions and/or contract or otherwise entitle Customer to any remedies.

## **SECTION 20 - GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of New York and federal laws of the United States of America.

## SECTION 21 - CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## SECTION 22 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at [webshop@fermliving.com](mailto:webshop@fermliving.com).

## RETURNS POLICY

### Returns

Our Return Policy lasts 30 days. If 30 days have lapsed since delivery of the goods/products to you, unfortunately we can't offer you a refund or exchange.

To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging. Perishable goods are exempt from being returned or for a refund.

To complete your return, we require a receipt or proof of purchase. Please do not send your purchase back to the manufacturer.

### Refunds

Once your return is received and inspected, we will refund the payment.

However, we reserve the right to hold the return payment until we have received the goods you returned, or you have presented documentation confirming that you have returned the items before we have received them.

We can withhold the reimbursement until we have received the refunded items or you have sent documentation proving the return of the products.

If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.



When you use the right of cancellation for the entire purchase, we refund all payments from you, including any standard freight charges (no return costs). However, if you choose a more expensive form of delivery than our standard delivery, we will not refund any additional costs associated with the more expensive form of delivery.

By partial cancellation, we don't refund the freight charges.

### **Late or missing refunds**

If you haven't received a refund yet, first check your bank account again. Then contact your credit card company, it may take some time before your refund is officially posted. Next contact your bank. There is often some processing time before a refund is posted. If you've done all of this and you still have not received your refund yet, please contact us at [webshop@fermliving.com](mailto:webshop@fermliving.com).

### **Exchanges**

We only replace items if they are defective or damaged. If you need to exchange it for the same item, send us an email at [webshop@fermliving.com](mailto:webshop@fermliving.com) and send your item to:  
ferm LIVING US Inc., Leman,1860 Renaissance Blvd. Sturtevant, WI 53177, USA

### **Shipping**

To return your product, you should mail your product to: ferm LIVING US Inc., Leman,1860 Renaissance Blvd. Sturtevant, WI 53177, USA without unnecessary delay and at the latest 30 days after you notice us of your cancellation.

You will be responsible for paying for your own shipping costs for returning your item. Return shipping costs are non-refundable. Read more about cancellations and returns on:  
<https://fermliving.us/pages/cancellation-returns>

Depending on where you live, the time it may take for your exchanged product to reach you, may vary.

If you are shipping an item over \$75, you should consider using a trackable shipping service or purchasing shipping insurance. We don't guarantee that we will receive your returned item.

### **DISCLAIMER**

Ferm LIVING US Inc. may at any time change the content of this site.

Ferm LIVING US Inc. cannot be held responsible for any damages caused as a result of using the site or for that matter lacking access to the website.

*Updated November the 3rd, 2020*

