

## **TERMS AND CONDITIONS**

MAY 2017

Welcome to the Klein Agency, LLC website (the "Site"). By using the Site, you agree to be bound by its Terms & Conditions (detailed below), Legal Notices, Privacy Policy and all disclaimers and terms and conditions that appear elsewhere on the Site. These terms of use apply to any access to or use of and/or any purchase of merchandise on or through the Site.

This Site is owned and controlled by Klein Agency, LLC ("Klein Agency" or "we") and is operated with the assistance of certain third parties. By using, browsing and/or accessing this Website, you warrant that you are of the age of majority and agree to these Terms & Conditions. Use of this Website is strictly voluntary. Please take a moment to review our Terms & Conditions. Your use of this Website constitutes your agreement to follow these rules and to be bound by them. If you are dissatisfied with the Site, its content or Terms & Conditions and Legal Notices, you agree that your sole and exclusive remedy is to discontinue using the Site.

### Change to Agreement

Klein Agency may, at any time and in its sole discretion amend, modify, delete or add to the Terms & Conditions of this agreement. Your use of the Site after such amendments have been posted constitutes your agreement with and acceptance of such amendments.

### Changes to Site and Services

Klein Agency may at any time and in its sole discretion modify, add to, delete or suspend or terminate the Site and any information, content, services or merchandise offered on or through the Site, for any or no reason and with or without notice.

### Collection of Visitor Information on this Site

Any information collected at this Website is governed by the Privacy Policy, unless otherwise stated. To access and use certain services available through the Website, you may be required to register with us through a login/registration page and you must agree to be bound by any additional applicable terms and conditions.

### Intellectual Property Ownership

All information, materials, images, software, photographs, articles, functions, text and other content (collectively "content") contained on or offered through the Site and all copyrights, trademarks, and other intellectual property rights in or relating to content are the sole property of Klein Agency. The Site and all of its content is protected as compilation owned by work of under the copyright laws of the State of California, the United States, foreign jurisdictions, and/or international treaties. Unauthorized use of Klein Agency's content, trademarks, logos displayed on the Site without granted use permission from Klein Agency is strictly prohibited.

### Use of the Site

No portion or element of this Site or any of its content may be copied or retransmitted via any means. This Site, its content and all related rights shall remain our exclusive property or the property of Klein Agency or the licensors of such content unless otherwise expressly agreed in writing. Without our prior written authorization, you may not reproduce, distribute, modify, display, perform, prepare derivative works based on, adapt, repost, or otherwise use the content of this Website. Use of this Website does not in any respect whatsoever constitute a grant of any license or other right to use or exploit any of these proprietary rights.

### Links to Other Websites

The Site may contain links to other Websites. Additionally, other Websites may contain links to this Website. We do not review or monitor the Websites linked to this Website and we are not responsible for the contents of any other Websites. Any link established by us does not in any respect whatsoever constitute an endorsement of the other Websites or create a relationship between us and the operators of other Websites. We disclaim any liability with respect to your use of any other Website, and you release us from any liability related to your use of any link to another Website or your use of any other Website. Where this Website contains a link to another Website owned and/or operated by us, such Website use may be subject to different and additional Terms & Conditions and Privacy Policy terms and conditions.

### Indemnification and Limits to Liability

In no event shall Klein Agency be liable to you for damages of any kind including, without limitation any special, indirect, incidental, consequential or punitive damages resulting from or in connection with use of the site, its content, information or from the purchase or use of merchandise from or through the site or for any errors or omissions in the technical operation, information or content on the site, even if work of had been advised of the possibility of such damages.

You, as a user of the Site, agree to indemnify, defend, and hold Klein Agency and our successors and assigns harmless from and against and in respect of any and all third party claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorneys' fees that we shall incur or suffer which relate to your use of this Site, your failure to perform any of your obligations under these Terms & Conditions, or your breach of any of your representations or warranties made under these Terms & Conditions.

#### Infringing Material/DMCA

If you believe any content appearing on the Site, whether posted by us or by another visitor, violates the copyright or other proprietary rights of a third party, please notify us immediately, specifically identifying the content in question and the web page on which it appears, as well as the true copyright owner and any supporting information, and we will take appropriate action.

#### Changes to the Site

You agree and understand that the Site, including any and all features available via the Site and any User Content (as defined below), may be modified by us, in our sole discretion, at any time without prior notice. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Site implemented after your initial access to the Site shall be subject to these Terms & Conditions.

#### Changes to Terms & Conditions

These Terms & Conditions may be changed without notice. Any use of this Web site following the date on which changes to these Terms & Conditions or the Privacy Policy are published on this Web site shall constitute your acceptance of all such changes. You expressly agree that we shall have no obligation to provide you with any notice of any changes, and you hereby expressly waive any right you may have to receive notice of any changes to these Terms & Conditions or the Privacy Policy.

#### Your Account and Computer Data Safety

When and if you use the Site, it shall be your sole responsibility to restrict access to your computer and to maintain the confidentiality of your email address, password and any other account identifiers related to any personal account you created on the Site (the "Account"). You also agree to accept sole responsibility for any and all activity that occurs under your Account. You should take reasonable steps to protect your computer systems and data from viruses, hackers, identity thieves and other similar problems.

#### Site Access

We may discontinue all or part of this Site at any time. We may block or limit your access to this Site for any reason, including if: (a) you violate these Terms & Conditions; (b) you violate any applicable law or regulation relating to your use of this Site; (c) you engage in any conduct which we, in our sole discretion, believe is offensive, harmful, defamatory or otherwise harmful to us or others; (d) you breach any other agreement with us.

#### Product Pricing, Availability and Accuracy

Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Klein Agency reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your credit card charged.

#### Charges, Fees and Personal Data Protection

You authorize Klein Agency and any payment processing service provider we may engage to charge your credit card for any products, or services you purchase through your use of this Website. You represent and warrant that you are the only one who will use your credit card in connection with this Site, and you shall be responsible for any and all uses of your credit card. Klein Agency uses a third party to process payments for transactions. We do not process payments nor maintain your credit card information. This third party payment processor has separate terms and conditions that you must agree to as part of the checkout process. We are not responsible for their terms and conditions or for the security and privacy of any credit card or other personal information that you submit through them. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred, including and without limitation all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your transactions. To dispute or cancel any erroneous charge, you must contact us at [info@klein.agency](mailto:info@klein.agency).

#### Product Display: Finish/Colors

The Site attempts to display product images shown on the site as accurately as possible. However, we cannot guarantee that the finish and color you see matches the product finish/color, as the display of the color depends, in part, upon the monitor you are using.

#### Non-Commercial Use

This Site and products sold through this Site are intended solely for the personal, non-commercial use of our customers and our potential customers. Our products are not being offered for re-sale unless previous, written authorization has been provided.

#### Continued Operation, Accessibility, and Maintenance of this Web site

We may modify, change, suspend, terminate or discontinue the operation of this Website or the provision of any services without notice and we reserve the right to refuse service to anyone at any time, with or without cause.

#### General Provisions

We make no representation or warranty that the products or services advertised or offered on this Web site will be available at all times, or that they will be available on the basis of any indicated terms or conditions. Any failure by us to enforce any provision of these Terms & Conditions shall not be construed as a waiver of any provision or the right to enforce same. These Terms & Conditions shall be governed by the laws of the State of California. For the purpose of resolving conflicts relating to or arising out of these Terms & Conditions, or arising out of any other dispute or claim associated with us, venue shall be in the State of California only and, in addition, you hereby consent to the exclusive jurisdiction of the federal and state courts in the State of California. If any portion of these Terms & Conditions is held to be invalid, such holding shall not invalidate the other provisions of these Terms & Conditions.

#### Other Provisions

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to its conflicts of law principles. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This agreement represents the entire agreement between Klein Agency and users of the Site relating to the subject matter contained herein. No delay or failure by Klein Agency to take action under this agreement will constitute a waiver of any of the provisions contained

herein or rights provided hereby unless expressly waived in writing by Klein Agency. No single waiver will constitute a continuing or subsequent waiver. You agree that any cause of action arising out of or related to the site or this agreement must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action is permanently barred.

Contact Information

If you have questions or comments about these Terms & Conditions, please contact us via email at [info@klein.agency](mailto:info@klein.agency)

## **RETURNS AND REFUND**

MAY 2017

Welcome to the Klein Agency, LLC website (the "Site"). These terms of use (the "agreement") apply to any access to or use of, and/or any purchase of merchandise on or through the Site. The Site is owned and operated by Klein Agency LLC ("Klein Agency" or "we").

Klein Agency will do its utmost to ensure that you are satisfied with your purchase.

You may return merchandise purchased at Klein Agency, within 10 days of receiving your product, if it meets the criteria below.

Refunds will be credited to the credit card used for the original purchase. Merchandise paid by cash or check will be refunded by corporate check and mailed to the address provided.

All shipping charges are non-refundable. Customer is responsible for the return shipping costs. All returned merchandise must be in "like new" condition and in its original packaging. Proof of purchase is required and returned authorization must be obtained prior to return of shipment. An order cannot be cancelled once it has been placed. If you decide to cancel your order after it has been placed, our standard return policy will apply. Please contact us at [masa@klein.agency](mailto:masa@klein.agency) for assistance in returning the merchandise.

### 10-day Return Period

Ten days from the date merchandise was received is the standard time that Klein Agency issues refunds on its product. All merchandise must be in new, unused and unassembled condition with all the original packing material included. With the white glove delivery service, the delivery team as a courtesy will remove all debris and packaging. Kindly ask the delivery team to keep all of the packaging if you feel a return might be a possibility.

### No Returns or Exchanges

Any items that are on sale or that were sold at a discounted rate cannot be returned or exchanged. This also applies to all custom pieces.

### Return Process

If you would like to proceed with a return of your item, first please contact us at [info@klein.agency](mailto:info@klein.agency) or give us a call at 213.880.8969. Make sure to have at hand your original order number. If the item is eligible for return, Klein Agency will provide a return address to which you should ship the merchandise. Return shipping costs are the responsibility of the customer. The initial shipping charge is non-refundable. Upon a receipt and inspection of the returned merchandise, Klein Agency will issue a refund within 5 business days, provided that the returned piece is undamaged and follows the points outlined in our returns policy above.

### Inspection of Materials

Klein Agency carefully assembles and inspects all merchandise before shipment. We encourage you to inspect all merchandise for possible damages upon receipt. In the event that damages occur in transit or if you discover any manufacturer defects, please contact us immediately via email or phone ([masa@klein.agency](mailto:masa@klein.agency) or 213.880.8969).