

SELLER TERMS

This website at www.wildirismarket.com (this "Website") is operated by Wild Iris Market, 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 sellers ("Sellers"). 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 Seller of the product, and not us. We make the products available for purchase (including by taking orders and collecting payment) as the agent of the Seller, and not on our own behalf. We are not a party to, and have no obligations under, these seller terms.

These seller terms set out the basis on which Sellers may make their Products available for sale to you. If a Seller has adopted these seller terms, this will be stated on their mini-site. If a Seller has adopted different seller terms, the variations from these seller 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 Seller. No contract for the purchase of a Product will come into existence until the Seller has reviewed and accepted your order. A Seller may decline an order where the Seller believes that it has reasonable grounds for doing so. The Seller 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 Seller 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 Seller may cancel an order that it has already accepted if the Seller suspects that you are acting fraudulently (such as using a credit card without proper authorization) or in breach of these seller terms. While the Seller endeavors to avoid pricing and other errors, inadvertent errors do occur from time to time and the Seller 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 Seller 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 Seller ships the Product to you.

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

DELIVERY

The Seller 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 Seller by its shipping company.

The Seller 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 Seller" 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 Seller 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 (at your choice).

WARRANTIES AND LIABILITY

The Seller 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 seller terms or a Product that are not contained in these seller terms, are excluded to the maximum extent permitted by law.
- (v) If any term, condition or warranty is implied into this agreement and the Seller is able to limit your remedy for a breach of such a term, condition or warranty, then the Seller's liability for breach of the term, condition or warranty is limited to one or more of the following at the Seller'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 Seller'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 Seller for all claims under or relating to these seller 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 Seller as a result of the purchase of a Product.
 - c. In calculating the Seller'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 Seller for a breach of the implied terms, conditions or warranties referred to above.
- (vii) Subject to the Seller's obligations under the implied terms, conditions or warranties referred to above, and to the maximum extent permitted by law, the Seller 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 Seller'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 seller terms if such delay is caused by circumstances beyond the reasonable control of that party.

If any part of these seller 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 seller 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 seller terms constitute the entire agreement between the Seller and you in relation to the Products and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between the Seller 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 seller terms which by their nature survive termination or expiry of these seller terms will survive termination or expiry of these seller terms.

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