

## TERMS OF SALE

THIS WEBSITE IS OWNED OR LICENSED AND/OR OPERATED BY HEARTLAND CONSUMER PRODUCTS, LLC. ("HEARTLAND", "WE" AND "US"). ACCESS AND USE OF THIS WEBSITE (THE "SITE") AND ITS RELATED SERVICES, PRODUCTS AND COMMUNITY PORTAL (THE "SERVICES") ARE PROVIDED BY HEARTLAND TO YOU ON CONDITION THAT YOU ACCEPT HEARTLAND'S TERMS OF USE AND TERMS OF SALE USE, AND BY ACCESSING OR USING THIS SITE OR THE SERVICES, OR IF YOU MAKE ANY PURCHASE ON OR THROUGH ANY OF THE HEARTLAND SITES, YOU AGREE TO HEARTLAND'S TERMS OF USE AND THESE TERMS OF SALE. IF YOU DO NOT AGREE TO ACCEPT AND ABIDE BY HEARTLAND'S TERMS OF USE AND THESE TERMS OF SALE YOU SHOULD NOT ACCESS OR USE THIS SITE OR THE SERVICES.

These Terms of Sale govern the relationship between you, the Site visitor and/or member ("you") and HEARTLAND with respect to your purchase of any services or merchandise on this site. You agree that the agreement formed by these Terms of Sale is like any written negotiated agreement signed by you, and you agree to be bound by, and fully comply with, its terms. You represent and warrant that you have all necessary right, power and authority to enter into this agreement and to perform and otherwise discharge all of your obligations hereunder.

HEARTLAND offers products for sale on this Site or related sites, subject to the following Terms of Sale.

### Credit Cards

We accept the following credit cards: Visa, MasterCard, and American Express. There is no surcharge for using your credit card to make purchases. Please be sure to provide your exact billing address and telephone number (i.e. the address and phone number your credit card bank has on file for you). Incorrect information will cause a delay in processing your order. Your credit card will be billed upon shipment of your order.

### Money Orders, Cashier's Checks, Company Checks, & Personal Checks

We accept money orders, cashier's checks, personal checks, and company checks in U.S. Dollars only. Orders are processed upon receipt of a money order or cashier's check. For personal and company checks, please allow up to 10 banking days after receipt for clearance of funds before the order is processed. We cannot guarantee the availability of a product by the time funds clear or payment is received. We will charge a \$25 fee on all returned checks.

### Multiple Product Orders

For a multiple product order, we will make every attempt to ship all products contained in the order at the same time. Products that are unavailable at the time of shipping will be shipped as they become available, unless you inform us otherwise. You will only be charged for products contained in a given shipment, plus any applicable shipping charges. You will only be charged for shipping at the rate quoted to you on your purchase receipt. The entirety of this shipping charge may be applied to the first product(s) shipped on a multiple shipment order.

### Order Acceptance Policy

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. Heartland Consumer Products, LLC reserves the right at any time after receipt of your order to accept or decline your order for any reason or to supply less than the quantity you ordered of any item.

## Other Terms

These terms will supersede any terms and/or conditions you include with any purchase order, regardless of whether Heartland Consumer Products, LLC signs them or not. We reserve the right to make changes to this site and these Terms of Sale at any time.

## Out-of-Stock Products

We will ship your product as it becomes available. Usually, products ship the next business day if ordered by 12:00 p.m. Eastern Time, or within two business days if your order is received after this time or if your order is received on Saturday, Sunday or any major holiday. However, there may be times when the product you have ordered is out-of-stock which will delay fulfilling your order. We will keep you informed of any products that you have ordered that are out-of-stock and unavailable for immediate shipment. You may cancel your order at any time prior to shipping.

## Taxes

Our Store shall automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within the state of Ohio. For orders shipped to other states, you are solely responsible for the reporting and payment of all sales taxes or other taxes to the appropriate government office or agency.

## Typographical Errors

In the event a product is listed on any of our websites at an incorrect price due to a typographical error or errors, or due to an error or errors in pricing information received from our suppliers, Heartland Consumer Products, LLC shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. Heartland Consumer Products, LLC shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Heartland Consumer Products, LLC shall immediately issue a credit to your credit card account in the amount of the incorrect price.

## Other

We reserve the right at any time to change these Terms of Sale, including terminating, eliminating, supplementing, modifying, adding or discontinuing any content of the Terms of Sale.

Last Updated: November 2012