

## TERMS AND CONDITIONS OF SALE (T&Cs)

Last Updated September 2020

GROUPE SEB USA - 2121 Eden Road Millville, NJ 08332

Phone number: 1-800-255-2523 from Monday to Friday, 8.15 am to 5pm

Contact: <https://www.all-clad.com/contact-us>

These Terms and Conditions of Sale (the "T&Cs") are made between All-Clad a company of GROUPE SEB USA (the "Company" or "we" or "us"), and individuals purchasing product(s) on the All-Clad online store (the "Online Store"). **Only individuals not engaged in retail or trade of products are authorized to purchase products from the Online Store. You represent that you are not engaged in retail or trade of products.**

All sales of products from the Online Store will be governed exclusively by these T&Cs.

By placing an order on the Online Store, you also agree that your use of the Online Store is subject to the [Terms of Use](#), [Privacy Policy](#) and other legal terms posted on the Online Store.

We reserve the right to modify these T&Cs at any time. The T&Cs in force at the date of your purchase apply to such purchase.

We suggest you retain these T&Cs on a durable medium, by physically printing them or by saving them electronically.

### **1. ORDER PROCESS**

**To place an order on the Online Store, you must be more than 18 years old or possess legal guardian consent. Also, you should have legal capacity to contract and place an order on the Online Store.**

You can order by logging into your account with your username (email address) and password, if you already have an account, or as a guest.

You should take care to protect your password and not disclose it to anyone because you are personally responsible for each purchase made with your username and password.

After selecting and adding the desired product to your basket, you can check the content of the order, choose the payment method, check and confirm the order.

After validation and payment of the order by you, you will receive an email acknowledging the order and giving an order reference number. However, this does not mean the order has been accepted. We are not obligated to accept any order and may, at our sole discretion, decline to accept the order.

### **2. DISPLAYED INFORMATION**

We may modify the products, services, descriptions, prices and other information displayed on the Online Store at any time without prior notice.

We use reasonable efforts to ensure that products descriptions are accurate and complete. However, dimensions, colours, weights, measures and other descriptions are approximate and provided for

reference purposes only. We cannot warrant that products, services, prices or other specifications on the Online Store will be accurate, complete, and without error at all times.

We will fulfil the orders received from the Online Store subject to availability of the products. Should the ordered products not be available, we will notify you.

In some cases, a product may become unavailable after confirmation of the order and payment by you. In that case, we will notify you as soon as possible and provide options for resolution.

### **3. PRICES**

All prices are expressed in US dollars. These prices do not, however, include shipping costs, handling charges or applicable taxes.

You are responsible for the payment of any taxes applicable to the sale and/or delivery of products. These taxes will be calculated and charged at the same time as the purchase price of the product.

Prices are firm at the time of placing the order subject to availability of the products. Should one or more taxes or levies, such as environmental contributions, be introduced, increased or reduced, this change may be reflected in the sale price of the products on the Online Store and in the sales documents.

We reserve the right to modify our prices at any time, but the price invoiced to you will be the price in force at the time of the validation of your order.

We will use reasonable efforts to verify prices of the products listed on the Online Store. However, where a product's correct price is less than the stated price online, we will charge you the lower amount. If a product's correct price is higher than the price stated online, our Customer Service department should contact you for instructions before shipping the product. If you are unreachable using contact details provided, the order will be treated as cancelled and we will notify you of such cancellation by email.

### **4. PAYMENT**

Purchases must be paid online when placing the order on the checkout page.

#### **Payment by bank cards**

Payment can be made with all major credit cards.

Online transactions are subject to validation checks by card issuers. We will not be responsible if your card issue declines to authorize payment for any reason.

Your card issuer may also charge you an online handling fee or processing fee.

#### **Payment by PayPal**

Payment can be made through your PayPal account.

#### **Payment by promotion code**

### **5. DELIVERY**

#### **5.1 Means of Delivery**

Orders will be shipped only to the continental United States, to the address provided by you and according to the selected delivery option (PO Boxes excluded).

You agree to provide all of the information related to the delivery (place, recipient, etc.) when placing the order. You are responsible for any errors when providing the delivery information. We may charge you any extra shipping cost to offset expenses incurred by multiple attempted deliveries and /or re-routing due to a defective address.

Orders are usually processed within 48 business hours and may take up to 10 business days to arrive to your location but we do not guarantee any specific delivery times. Once the order is shipped, you will receive an email confirmation with a tracking number.

The manufacturing time for customized items will be added to the delivery time depending on the selected delivery option.

## **5.2 Cost of Delivery:**

The shipping cost depends on the selected delivery option. The cost will be provided to you prior to final submission of the order.

## **6.PRODUCT WARRANTY**

### **6.1 Warranty**

The warranty for the products is set forth in the links below.

**The following warranty applies to All-Clad electrical products and All-Clad products with batteries:**

<https://www.all-clad.com/customer-service>

**The following warranty applies to All-Clad cookware products:**

<https://www.all-clad.com/customer-service>

**The following warranty applies to All-Clad accessories and spare parts:**

<https://www.all-clad.com/customer-service>

*Please ensure you retain our receipt/proof of purchase as this document will be necessary for you to exercise your warranty rights.*

***ALL WARRANTIES ONLY APPLY TO PRODUCTS WHICH ARE MANUFACTURED AND SOLD AS ALL-CLAD PRODUCTS BY ALL-CLAD OR AN AUTHORIZED RESELLER. ALL-CLAD DISCLAIMS ALL WARRANTIES FOR NON-ALL CLAD PRODUCTS, EVEN IF PACKAGED OR SOLD WITH AN ALL CLAD ITEM.***

### **6.2 How to make a warranty claim**

The warranties for the products include the process for making a warranty claim for a product.

## **7.PRODUCT RETURN**

If you are not completely satisfied with your purchase, products can be returned within 45 days of the delivery date for a full refund.

PLEASE NOTE THAT WE CANNOT ACCEPT RETURNS ON CUSTOMIZED/PERSONALIZED ITEMS.

Product must be returned unused and in original packaging in order to receive a full refund.

How to return a product:

If you created an account, please login to initiate a return.

If you checked out as a guest, use the guest feature.

Then repack the product in the original packing materials used for shipping and enclose your completed Return Form.

We will issue a return label for you to send us back your product with the appropriate address.

After your merchandise has been received, we will issue a credit to your initial form of payment. Please allow up to 10 days for your credit to post.

PLEASE NOTE THAT A FEE OF \$9.95 WILL BE DEDUCTED FROM YOUR REFUND FOR SHIPPING COSTS.

## **8.SIGNATURE AND EVIDENCE**

The keying in of your bank card details online and your final confirmation of the order will serve as evidence of the order and shall constitute evidence of payment being due for the products ordered as shown on the order form.

This confirmation or the order will be considered as a signature and an express acceptance of the transactions which have been carried out on the Online Store.

The computerized records retained in the information systems of the Company and its partners in reasonably secure conditions will be considered as evidence of the communications, orders and payments made between the parties.

## **9.LIABILITY**

These T&Cs and the warranties in the links above set forth all of our obligations and responsibilities regarding the provision of the products.

TO THE FULL EXTENT PERMISSIBLE BY LAW AND EXCEPT AS OTHERWISE STATED IN THE WARRANTIES SPECIFIED FOR THE PRODUCTS, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

All delivery dates are estimates only. We are not responsible for any delays or failure to perform any of our obligations if any delay or failure is due to circumstances beyond our control including but not limited to strikes, lockouts, fires, riots, wars, inability to obtain materials, components or supplies, failure or breakdown of machinery, production scheduling delays, government regulations, pandemics or epidemics..

TO THE FULL EXTENT PERMISSIBLE BY LAW, THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE PRODUCTS MADE AVAILABLE TO YOU ON THE ONLINE STORE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.UNDER NO CIRCUMSTANCES SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SALE OF PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES.

## **10 PERSONAL DATA**

The Company gathers personal data to process your order and may be required to communicate it to its commercial partners in order to fulfil your request.

Please refer to the Privacy Policy for more details.

The Company applies reasonable means in order to preserve your order and payment data securely, but the Company cannot be held liable for any loss that you may suffer if a third party obtains

unauthorized access to any data that you have provided by accessing or placing an order through the website.

**11.SEVERABILITY:**

In the event that any provision of these T&Cs is held to be invalid, illegal or unenforceable by a change in legislation, regulation or by a court decision, that provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**12.DURATION:**

These T&Cs shall apply for as long as the products are available on the Online Store.

**13.APPLICABLE LAW AND COMPETENT JURISDICTION**

The laws of the State of New Jersey, without regard to principles of conflict of laws, will govern these T&Cs and any dispute of any sort that might arise between us

13.1 Mandatory Binding Arbitration. Final and binding arbitration on an individual basis shall be the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of your purchase. The Federal Arbitration Act and federal arbitration law apply to arbitrations under these T&Cs.

Arbitration under these T&Cs shall be conducted by the American Arbitration Association (the "AAA"). For claims of less than or equal to \$75,000 (exclusive of attorney's fees, costs, and alleged punitive damages or penalties), the AAA's Consumer Arbitration Rules will apply; for claims over \$75,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at: <https://www.adr.org>.

Any Notice of Arbitration should be mailed to us at the following address:

Buchanan Ingersoll & Rooney PC

Union Trust Building

501 Grant Street, 5<sup>th</sup> Floor

Pittsburgh, PA 15219

Att: Wendelynne Newton

13.2 Class Action Waiver: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY DISPUTES TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS.

Disputes may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

If this CLASS ACTION WAIVER is deemed unenforceable, then any putative class action may only proceed in a court of competent jurisdiction without a jury and not in arbitration.

13.3 Waiver of Rights, including to Trial by Jury. By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. The rules in arbitration are different. There is no judge or jury, and review of an arbitrator's decision is very limited. WE BOTH FURTHER AGREE THAT, WHETHER A CLAIM WILL BE RESOLVED IN ARBITRATION OR IN COURT, THE PARTIES BOTH WAIVE ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES.