

ChapStick® Online Store

Terms of Sale

Welcome to shopChapStick.com (the “Site”). These Terms of Sale between Pfizer Inc. (“Pfizer”, “we”, “our” or “us”) and each individual placing an order on the Site (“you” or “your”) govern your purchase of ChapStick® products (the “Products”) on the Site. By placing an order for Product on the Site, you acknowledge and agree that you have read these Terms of Sale and that you agree to be bound by these Terms of Sale, our [Privacy Policy](#), and the [Terms of Use](#).

1. PERSONAL USE; U.S. ONLY; ORDER ACCEPTANCE.

- a) Products made available for purchase on this Site are for your personal use only. You may not sell or resell any Products that you purchase on this Site or that you otherwise receive from us.
- b) The Products are intended for sale in the United States only. Products may only be purchased on this Site by individuals located in the United States and for shipment to locations within the United States.
- c) All orders are subject to our acceptance, and we reserve the right after receipt of your order to accept or decline any and all orders for any reason. All orders are subject to availability of Products. We reserve the right, in our sole discretion, with or without notice, to cancel any order or reduce the quantity of any item in your order if we believe such order violates these Terms of Sale. Without limiting the foregoing, in the event that a Product is listed at an incorrect price, we reserve the right to refuse or cancel any orders for such Product.
- d) You must be of the legal age of majority in your State of residence to purchase Products on this Site, and you represent and warrant to us that you are of such age.

2. ORDER FULFILLMENT; TITLE; RISK OF LOSS.

- a) Pfizer utilizes a third-party vendor, Our Data Works, Inc. (the “Fulfillment Vendor”), to handle order fulfillment. Orders entered on the Site will be electronically transferred to the Fulfillment Vendor for fulfillment. The Fulfillment vendor will ship the ordered Products to you.
- b) Title to the Products you purchase on the Site will pass to you from the Fulfillment Vendor.

- c) Title to and risk of loss of or damage to the Products transfer to you when the Products have been delivered to the carrier for shipment to you.
- d) Shipping charges may apply in accordance our shipping rates and policy as described in the [Frequently Asked Questions](#).

3. RETURNS; CUSTOMER SERVICE POLICIES AND PROCEDURES.

- a) We will only accept returns of Products in accordance with our returns policy as described in the [Frequently Asked Questions](#) as may be updated by us from time (the “FAQs”).
- b) You are responsible for transportation charges for Product returns.
- c) Other customer service policies and procedures are set forth in the [FAQs](#)

4. DISCLAIMER OF WARRANTIES; LIMITED LIABILITY.

- a) **TO THE FULLEST EXTENT PERMITTED BY LAW, ALL PRODUCT IS SOLD AS-IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
- b) **TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL PFIZER, ITS SUBSIDIARIES, AFFILIATES AND RELATED COMPANIES, THE FULFILLMENT VENDOR, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE TO YOU OR YOUR REPRESENTATIVES FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PURCHASE OR USE OF ANY PRODUCT. YOUR SOLE REMEDY AND OUR SOLE LIABILITY WITH RESPECT TO ANY CLAIMS RELATED TO THE PRODUCT IS LIMITED TO, AT OUR OPTION, THE REPLACEMENT OF THE PRODUCT OR REFUND OF THE PURCHASE PRICE FOR THE PRODUCT. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY WHETHER A CLAIM IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHERWISE, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.**

5. INDEMNIFICATION.

- a) To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold us, our subsidiaries and affiliated companies, the Fulfillment Vendor, and our and their respective officers, directors, employees, agents and representatives (the “Indemnified Parties”), harmless from and against any and all losses, damages, settlements, costs, charges or other expenses (including reasonable attorney’s fees and costs) or liabilities of every kind, including liability based on contributory, vicarious, or any other doctrine of secondary liability, or character (“Losses”) arising out of or relating to any and all claims, liabilities, liens, demands, obligations, actions, proceedings, suits or causes of action of every kind (regardless of whether or not such Losses are caused in part by a party indemnified hereunder) arising out of or related to (i) your use of the Site; and (ii) your purchase or use of a Product. Notwithstanding the foregoing, you will not be liable for Losses to the extent such Losses are caused solely by the negligence, recklessness or willful misconduct of any of the Indemnified Parties.

6. TRADEMARKS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY.

- a) ChapStick® and all trademarks, brand names, logos, copyrights and other intellectual property displayed on the Site or on the Products or the Product Packaging are registered or unregistered trademarks, copyrights, or other intellectual property rights of Pfizer Inc. of its affiliated companies. Pfizer Inc. and its affiliates retain all rights, title and interest in and to such intellectual property.

7. GOVERNING LAW: DISPUTES.

- a) These Terms of Sale and all sales of Products on the Site are governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law.
- b) All disputes, actions and proceedings arising from your purchase of Products and these Terms of Sale will be brought exclusively in a state or federal court of competent subject matter jurisdiction in the County of New York in the State of New York. You hereby waives (i) any objection you may have at any time to the venue of the proceedings in any such court, (ii) any claim that such proceedings have been brought in an inconvenient forum and (iii) the right to object, with respect to such proceedings, that such court does not have any jurisdiction over you.
- c) IN ANY CONTROVERSY OR CLAIM, WHETHER BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO YOUR PURCHASE OF PRODUCT OR THESE TERMS OF SALE, THEIR ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH

HEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, YOU HEREBY WAIVE YOUR RIGHT TO TRIAL BY JURY.

8. MISCELLANEOUS.

- a) These Terms of Sale, together with the Privacy Policy and the Terms of Use, constitutes the entire agreement between you and us with respect to its subject matter and merges and supersedes all prior or contemporaneous agreements, discussions and writings, written or oral, with respect to the subject matter hereto.
- b) We reserve the right to make changes to the Site, our policies, these Terms of Sale at any time. These Terms of Sale may be amended by us from time to time and posted on the Site.
- c) If any of the terms of these Terms of Sale are deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and shall not affect the validity and enforceability of any remaining terms.