

## Curbside Pick-Up

Select a curbside pick-up time from the drop down list. Each pick up time is unique to each individual and once selected, that time cannot be chosen by any other customer. This process will be done to ensure safe social distancing from other customers as well as our employees. We ask that each customer remains in their personal vehicle or to remain off the shopping center property unless it is during their successfully placed pickup window. Please wait for the previous customers to fully enter their vehicle before vacating your own vehicle to pick up your order, even if it is during your appointment window.

We ask all of our customers to be punctual and be present within 15 minutes of the curbside pick-up window that was selected with their order. If a customer is late and not present within their 15 minute window, their order may not be available until we can ensure the order can be picked up safely. This may not happen until the next unreserved pick up time, which may not occur until the following day or the next available curbside pickup time frame.

We ask for all of our customers to follow all of the state and county mandates that are enforced such as: wearing approved protective face masks, protective gloves and/ or clothing, maintaining at least 6 feet of distance from other individuals, etc. If a customer cannot comply with the state's and county's mandates, we may be forced to deny service and ask them to vacate the property for everyone's safety.

Customers will be expected to load all of their order contents without the assistance of our employees or other customers to maintain social distancing. We are accepting pick up times from 10am to 4pm PST, Monday through Friday. If the time you wanted is not listed, that means it has already been selected by another customer. Please choose another day/time.

We want to thank all of our patrons of California Candle Supply for their support and maintaining social distancing while in the shopping center property. We remind our customers to please stay in their personal vehicles unless it is during their pick up time or remain off of the shopping center property.

If you have any questions regarding our curbside pickup process, please contact us at [info@calcandlesupply.com](mailto:info@calcandlesupply.com)

## Purchases and Payments:

We accept most major credit cards through our website check-out process. We may contact you to provide additional information to successfully complete an order. We may ask for state identification, credit card verification, or contact the credit card company in the prevention of a suspected fraudulent purchase. When entering in your payment information please be sure to enter in the information accurately. The billing address you input must match the credit card being used. If this information is incorrect your order may be declined. Please contact your bank to verify your billing address if you believe you entered it correctly and are met with a declined error message. In some cases your money may be placed on hold or pending in the event of a declined transaction. Your bank is able to refund your money as soon as 3 hours of a declined transaction. In some rare cases your bank may hold your money for up to 48 hours. **If you are purchasing internationally and wish to ship to a United States address, please send your order to [info@calcandlesupply.com](mailto:info@calcandlesupply.com) or contact us via the Support tab.** Our check-out process is not compatible with transactions outside of the U.S. **We do not ship internationally.** Our international customers may use freight forwarders for their orders.

## **Product Usages and Safety**

It is the responsibility of the purchaser and/or the individual using the products from California Candle Supply to conduct the necessary tests to ensure the quality and safety of the product and/or finished product. In no way is California Candle Supply responsible for any adverse reactions or changes in quality due to the mixture of items/products purchased from California Candle Supply or mixed with other items/products from any other source.

**For this reason California Candle Supply recommends to test all products or finished products before creating items in bulk or offering products or finished products to others.** It is responsibility of the purchaser and/or individual to comply with all laws when using products from California Candle Supply and to ensure safe products whether these items are being used, sold, or given away. It is the responsibility of the purchaser and/or individual using products from California Candle Supply to ensure all posted specifications and limits are followed to ensure further safety. In no way is California Candle Supply responsible for any damage whether to a person or property in the usages of their goods.

## **Order Cancellations or Changes**

Order cancellations or changes can only take place before an order is shipped or will call/picked up from one of our locations. In order for a successful order change or cancellation to take place the customer is responsible for contacting California Candle Supply and in turn receiving a confirmation of the order cancellation or change. If a confirmation is not received the order may not have been changed or cancelled. California Candle Supply is not responsible for the processing of any order cancellation or change unless an authentic written/typed confirmation is sent from California Candle Supply representative and this confirmation can be authenticated by a California Candle Supply representative.

## **Purchasing Out of Stock Items or Pre-Ordering Items:**

Customers may in most case purchase items that are not currently in stock on calcandlesupply.com. These transactions are considered to be Pre-Ordered Purchases to be released and shipped on the estimated availability date listed on the individual product. All items in the shopping cart are configured and priced to be shipped together. **If any cart or invoice contains an Out of Stock or Pre-Ordered item the whole order in its entirety will not be shipped until the Pre-Ordered Item becomes available.** If you would like for items to be shipped separately we recommend placing multiple orders with the pre-ordered items in their own cart. We have the right to bill for extra shipping charges if you wish to have the in-stock items shipped separately from their pre-ordered items if they were placed on the same order.

## **Resale Purchases:**

Customers who reside in the state of California or Florida may purchase items on calcandlesupply.com with applicable state taxes waived when a Resale Certificate or a Sellers Permit has been authenticated for Reselling

Purposes. Customers must **have a valid California or Florida Certificate** and then create a customer profile by registering an account as a customer on [calcandlesupply.com](http://calcandlesupply.com). **Please create an account or login and fill out the information found in the Resale Registration option under the support tab.** You may also email us at [info@calcandlesupply.com](mailto:info@calcandlesupply.com) **for authentication.** Once we have received the sellers permit and it has been authenticated we will upgrade your account for resale tax free purchasing. This process can take up to 48 hours. You will receive an email confirming your account has been set up for resale tax free purchases.

**Taxes can never be refunded.**

You must submit your permit first and await confirmation before placing your order if you wish to purchase items free of tax for resale purposes.

## **Shipping Terms and Conditions:**

**In order for us to offer the best and most competitive prices for our customers we have the following shipping terms and conditions:**

- Orders taken on Saturday and Sunday will not be processed until Monday morning. We strive to fit all your purchased contents into one box in a neat and secure fashion to ensure your item arrives in perfect condition at the best value.
- Please be mindful of your tracking number that we provided. At the time of fulfillment of your order a tracking number is sent to the e-mail you provided.
- Orders are shipped on a first-come-first-serve basis. If you need your order expedited please request to do so by phone or email. **Orders are typically fulfilled and shipped out within 24-48 hours** after placing them. **Please know that our order fulfillment time has been moved to 5-7 business days because of COVID.** **Orders are not typically shipped on Sundays or Saturdays** unless a prior arrangement was made.
- We reserve the right to change or modify your shipping selection. This may be done to better meet the requirements of the items desired, allow for a more expedited shipping option, to better protect the shipping contents, or to better meet the incurred shipping charges. We reserve the right to bill for shipping charges in the case of a shipping quote error or if an invalid shipping option was selected at the check-out. IE. USPS Padded Envelope. You will be contacted in one more of the following ways: website message, email, or phone call. Your order may be held until the shipping charges are paid and processed.

Unless otherwise specified, in most cases your order may be left without the requirement of a signature. You may in advance request or choose one of our X-Signature verification options if you wish to sign for your shipped packages.

(See **X Signature Verification below**)

## **Delayed, Damaged, Lost or Stolen Packages/Items:**

- For lost or missing item(s) in an order please be sure that the item(s) are missing. Double check the delivered box or your property on where the carrier may have left your items. If you did not receive your packages or your items are damaged please contact the carrier to start the investigation process. If you haven't contacted them before you reach out us we may ask you to start the investigation first by contacting the carrier.
- **We are not responsible for Delayed, Damaged, Lost, or Stolen packages.** A successful delivery service status releases us of all liability. The shipping times listed on the website are estimates and your order may be delayed for many different reasons: lost, weather, etc. If your package is lost by the carrier we may not resend or refund your order until the carrier has concluded their investigation. **There is never any guarantee from California Candle Supply or the shipping carrier chosen by the purchaser at check-out that any order/package will be received at any specified time. The United States Postal service may take as long as 15-30 days to deliver a package as they will provide no refund or award any claim when shipping with USPS or USPS Priority Mail.**
- If your order contents are damaged, incorrect, or missing from your successful delivered package, we will start an investigation. All items are verified through our shipping department, inventoried, and verified by video camera. An investigation may typically take anywhere from 3-10 business days. In most cases we may not resend or refund an item until the investigation concludes.
- All items sent by the shipping carrier selected by the customer at check-out are insured by the shipping carrier. In any case of damage we may ask for proof of the damaged order contents. This may include photos of any of the ordered items, packaging materials, box, or shipping labels. Photographic evidence is typically required to resolve any order issue where order contents are damaged after the delivery from the shipping carrier.

## **Shipping Option Descriptions:**

**All US based shipping carriers offered at the check-out of California Candle Supply are no longer offering guaranteed delivery no matter the shipping option chosen.** As California Candle Supply is not responsible for any delays in the arrival of an order, California Candle Supply recommends to follow the tracking information supplied by the shipping carrier once an order is shipped. In the case of any delay we ask that purchaser/customer contact the shipping carrier to make their inquiry or start a package investigation.

## **UPS Ground Promotion**

UPS Ground Promotion Shipping is a cost effective **UPS Ground** shipping option. This discounted shipping rate is available to customers who purchase and ship **40 lbs.** of combined product or more. **Larger discounts are updated automatically in tiers specifically at: 40-264 lbs, 265-462 lbs, 463 lbs. or more tier rates.** Being a **UPS Ground option** means that the delivery time is exactly the same as UPS Ground, however just further discounted. This is the

best shipping option for bulk orders of wax, glass, or any other of our products in our catalog. **In some cases UPS may take up to 14 days to deliver an order/package.**

### **USPS Priority Mail and USPS Flat Rate**

**Cost effective** way to ship **low weight items** quickly. Shipping times vary from 1-3 Days based on how far the location to where the package is shipped. **In some cases the United States Postal Service may take up to 15-30 days to deliver an order/package.**

### **USPS Padded Envelope**

One of our best value shipping methods for **small orders**. Some items may not qualify due to size of the items. **3 lbs of Wax, Wicks, Fragrances, Liquid Dyes and Dye Chips** are acceptable. **Glass Containers, Tin Containers, Molds, and Pouring Pitchers are NOT acceptable.** Please exercise your best judgment. Envelopes are only 12 x 8 x 3 in dimension. If your order won't fit we will be forced to hold your order until we are able to contact you and resolve the shipping issue. **In some cases the United States Postal Service may take up to 15-30 days to deliver an order/package.**

### **X Signature Verification Required Shipping Options:**

We offer **optional shipping protection methods for lost or stolen packages** during the shipment process. These options, whether they are shipped by **UPS** or **USPS**, require the shipping carrier to have a **signature** of someone at the delivery premises in order to leave packages. We recommend this to our customers whose delivery area may be in an **area of high civilian traffic**. If for any reason a delivery attempt is made and there is not an occupant present or able to be at the door at the time of delivery, it is carriers' responsibility to allow the customer a method of package collection. This is typically done by them leaving a note inquiring about a second delivery attempt or by via pick-up at the local Post Office, UPS Store, or a designated community pick-up area. These optional shipping protection methods do come with an **additional handling charge** already built into the shipping price. California Candle Supply is not responsible for lost or stolen packages. **In some cases UPS may take up to 14 days to deliver an order/package. In some cases the United States Postal Service may take up to 15-30 days to deliver an order/package.**

### **Will Call Pick-Up:**

You may choose to pick up your item(s) from our California Store in lieu of paying for shipping by selecting the Will Call option at check out. Our address and hours of operation can be found on the ***About Us*** section of our webpage. Please include the Day and Time you wish to pick up your items. When the order is fulfilled you will be sent an e-mail stating that your order is ready for pick-up. If you cannot make your appointment for pick-up an email or phone call is appreciated. If you first selected this option, but now wish to have your items shipped please reach out to us by phone or e-mail so we may figure out your cost of delivery or shipping charges.

## **Returns and Canceling Orders:**

Items may be returned or exchanged in a 30 day period under our consideration based on the circumstances. In many cases in order to initiate a return the product must be shipped or delivered back in sellable condition at the customer's expense after the return or exchange approval has been granted. Please call us at **(626)609-8373** during store hours or email us at [info@calcandlesupply.com](mailto:info@calcandlesupply.com) or contact us via the support tab to start the return or exchange process. Orders may be cancelled before they are fulfilled and shipped. Order cancellations may be subjected to a **\$5.00** processing fee. **\$5.00** will be deducted from the total refund in few instances.

## **In the event of an Error or Quote discrepancy:**

In the event of a website or shipping quote error California Candle Supply is not held responsible for honoring or fulfilling the quote/price displayed on the California Candle Supply website or on a California Candle Supply invoice. Calcandlesupply.com reserves the right to amend, refuse or reject any order. Discrepancies and Errors will be handled on a case by case basis. Please report any website errors by emailing us at [info@calcandlesupply.com](mailto:info@calcandlesupply.com) or by contacting us via the support tab.

## **User Agreement**

Welcome to calcandlesupply.com. The calcandlesupply.com website (the "Site") is comprised of various web pages operated by California Candle Supply ("Cal Candle"). Calcandlesupply.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of calcandlesupply.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Calcandlesupply.com is a Retail Website Site.

Calcandlesupply.com is a retail website that offers crafts and hobby supplies.

### **Electronic Communications**

Visiting calcandlesupply.com or sending emails to Cal Candle constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **You're Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Cal Candle is not responsible for third party access to your account that results from theft or misappropriation of your account. Cal Candle and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

### **Children Under Thirteen**

Cal Candle does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use calcandlesupply.com only with permission of a parent or guardian.

#### **Cancellation/Refund Policy**

You may cancel an order before it has shipped out, however your order may be subjected to a \$5.00 processing fee due to the reason of cancellation. All order cancellations are reviewed individually.

#### **Links to Third Party Sites/Third Party Services**

Calcandlesupply.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Cal Candle and Cal Candle is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Cal Candle is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Cal Candle of the site or any association with its operators.

Certain services made available via calcandlesupply.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the calcandlesupply.com domain, you hereby acknowledge and consent that Cal Candle may share such information and data with any third party with whom Cal Candle has a contractual relationship to provide the requested product, service or functionality on behalf of calcandlesupply.com users and customers.

#### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use calcandlesupply.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Cal Candle that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Cal Candle or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Cal Candle content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Cal Candle and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Cal Candle or our licensors except as expressly authorized by these Terms.

#### **Use of Communication Services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or

unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

Cal Candle has no obligation to monitor the Communication Services. However, Cal Candle reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Cal Candle reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Cal Candle reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Cal Candle's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Cal Candle does not control or endorse the content, messages or information found in any Communication Service and, therefore, Cal Candle specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Cal Candle spokespersons, and their views do not necessarily reflect those of Cal Candle.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

#### **Materials Provided to [candlessupply.com](http://candlessupply.com) or Posted on Any Cal Candle Web Page**

Cal Candle does not claim ownership of the materials you provide to [candlessupply.com](http://candlessupply.com) (including feedback and suggestions) or post, upload, input or submit to any Cal Candle Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Cal Candle, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Cal Candle is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Cal Candle's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

#### **Third Party Accounts**

You will be able to connect your Cal Candle account to third party accounts. By connecting your Cal Candle account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information



about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Service is controlled, operated and administered by Cal Candle from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Cal Candle Content accessed through [calcandlesupply.com](http://calcandlesupply.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Cal Candle, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Cal Candle reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Cal Candle in asserting any available defenses.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Cal Candle agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CALIFORNIA CANDLE SUPPLY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CALIFORNIA CANDLE SUPPLY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CALIFORNIA CANDLE SUPPLY OR ANY

OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

#### **Termination/Access Restriction**

Cal Candle reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of California and you hereby consent to the exclusive jurisdiction and venue of courts in California in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Cal Candle as a result of this agreement or use of the Site. Cal Candle's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Cal Candle's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Cal Candle with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Cal Candle with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Cal Candle with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

#### **Changes to Terms**

Cal Candle reserves the right, in its sole discretion, to change the Terms under which [calcandlesupply.com](http://calcandlesupply.com) is offered. The most current version of the Terms will supersede all previous versions. Cal Candle encourages you to periodically review the Terms to stay informed of our updates.

#### **Contact Us**

California Candle Supply welcomes your questions or comments regarding the Terms:

California Candle Supply  
835 E Route 66  
Glendora, CA 91740

Email Address: [info@calcandlesupply.com](mailto:info@calcandlesupply.com)  
Telephone number: 6266098373

Effective as of January 01, 2019