



Conditions of Order

All orders placed with the African American Film Critics Association ("AAFCA"), including those made through any webstore that is operated on behalf of AAFCA by another entity, are subject to the terms of these Conditions of Order. Any purported change submitted by a purchaser in any additional documentation is hereby expressly rejected. These Conditions of Order are in addition to any terms and conditions provided by any third party webstore, scheduling service, or payment processor.

1. Order Validation and Acceptance.

When you place an order, we may verify your method of payment, shipping address and/or tax exempt identification number, if any, before processing your order. Your placement of an order with AAFCA is an acceptance of AAFCA's offer to sell our Products (those "Products" being those products and services sold through this website and any website to which these terms are attached and including those branded as AAFCA), subject to availability and pursuant to the terms contained in these Conditions of Order. AAFCA, at its discretion, may complete your order by processing your payment and shipping the Product, or may, for any reason, decline to complete your order or any part of your order. No order shall be considered completed until the Product has been shipped. If AAFCA declines to complete your order, AAFCA will attempt to notify you using the email address or other contact information you have provided with your order. Delivery and/or shipment dates provided in connection with any order are estimates only and do not represent fixed or guaranteed delivery dates.

2. Quantity Limitations.

AAFCA may limit or cancel quantities available for purchase on any order on any basis, and to alter the availability or duration of any special offers at any time. AAFCA may reject any order, or any part of an order.

3. Electronic Communication.

When you place an order via the website, you are required to provide a valid email address, which we may use to communicate with you regarding the status of your order, advise you regarding shipment of backordered products, and to provide you with any other notices, disclosures or other communications relating to your order. You agree that AAFCA will not be responsible for any damage you incur, or information you do not receive, as a result of your failure to provide and maintain a valid email address or as a result of any failure of your email system, spam filters, or other impediments to your receipt of our communications outside of the reasonable control of AAFCA.

4. Pricing and Product Information.

AAFCA makes every effort to provide current and accurate information relating to the Products and prices, but does not guarantee the currency or accuracy of any such information. Information relating to Products is subject to change without notice. Prices are subject to change at any time prior to AAFCA's completion of your order. In the event we discover a material error in the description or availability of a Product that affects your outstanding order with AAFCA, or an error in pricing, we will notify you of the corrected version, and you may choose to accept the corrected version, or cancel the order. If you choose to cancel the order, and your credit card has already been charged for a purchase, AAFCA will issue a credit to your credit card in the amount of the charge. All prices are in U.S. dollars.

5. Payment.

AAFCA offers the following payment options: Paypal, Visa, MasterCard, Discover and American Express. All payments must be made in U.S. dollars.

6. Shipping Charges.

Except as otherwise provided on the website, (1) shipping or freight charges and insurance will be paid by the customer. Estimated shipping charges are displayed as a part of the checkout process.

7. Handling Charge.

There is no minimum order or handling fee.

8. Taxes.

Except as otherwise provided on the website, prices shown do not include any federal, state or local taxes, or any other taxes or charges imposed by any government authority, including, without limitation, sales, use, excise, value-added or similar taxes. Where applicable, such taxes and charges shall be billed as a separate item and paid by you. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law.

9. Out of Stock.

If a Product you order is out of stock at time of order placement, you may elect to switch to an alternative product or wait for the product to come back into stock. AAFCA does not guarantee that any item displayed on the Website will be in stock at all times.

10. Wrong Address.

If you provide an address that is considered insufficient by the courier, the shipment will be returned to our fulfillment center. You will be liable for reshipment costs once we have confirmed an updated address with you (if and as applicable).

11. Export Compliance.

All orders of international origin or destination are subject to export control laws, restrictions, regulations and orders of the United States. You agree to comply with all applicable export control laws, restrictions, regulations and orders of the United States or applicable foreign agencies or authorities. You shall not, directly or indirectly, sell, export, transfer, transship, assign, use, or dispose of Products in a manner which may result in any non-compliance with applicable export control laws, restrictions, regulations, and orders of the United States or applicable foreign agencies or authorities. You are responsible for obtaining any license or other official authorizations that may be required to export, re-export or import Products. Diversion contrary to U.S. law is prohibited.

11. Freight Damage.

If you receive merchandise that has been damaged in transit, please contact an AAFCA Customer Service representative at info@aafca.com immediately to initiate a claim. You will need to take a photo of the damaged merchandise.

12. Package Not Received But Tracking Status Delivered.

If the package was marked as delivered by the carrier, but you have yet to receive it, AAFCA will not cover the cost of replacement or refund the order.

There may be cases where the delivery was made, but the package was left in an unexpected location at your address. You should reach out to the carrier and inquire if any additional details were left by the delivery person. For example: "Left under the table on the back porch."

13. Return Policy.

ALL SALES ARE FINAL. NO RETURNS EXCEPT PURSUANT TO THE WARRANTY CLAUSE BELOW. To make a warranty claim, you should contact AAFCA Customer Service at info@AAFCA.com and provide us with all reasonable information requested regarding the claim, which may include taking a photo of the merchandise. All claims for non-conformance or breach of warranty shall be deemed waived unless you contact us within ten (10) calendar days of receipt of the goods. Shipping charges are non-refundable. In the event AAFCA requests that you return a Product, by returning any Product to AAFCA, you represent and warrant that the returned Product was purchased from AAFCA, is not counterfeit or otherwise non-conforming. In the event AAFCA determines, in its sole discretion, that any returned Product is counterfeit, non-conforming, or otherwise violates these Conditions of Order, AAFCA may (i) report such problem to any applicable governmental or regulatory agency or any other applicable third party; and/or (ii) take such other actions as may be required or permitted under applicable law.

14. Product Warranty.

AAFCA warrants that the goods sold hereunder shall be free from defects in material and workmanship at the time of delivery. This warranty is granted for the exclusive benefit of you and shall not accrue to the benefit of any end user or other third party, unless otherwise required by applicable law. This limited warranty does not cover damage to or defect in a goods caused by any of the following: (a) you or third parties; (b) any improper handling (including during shipping), use or storage of the goods; (c) any failure to follow any instructions for the goods; (d) any

modifications to the goods; (e) any unauthorized repair to the goods; or (f) any external causes such as accidents, fire, flood, “acts of God” or other actions or events beyond our reasonable control; or (g) any costs or expenses related to the loss of use of the goods or any other costs or expenses not covered by this warranty. This warranty does not cover any items supplied by third parties, size exchanges or buyer’s remorse. THIS WARRANTY COMPRISES THE SOLE AND EXCLUSIVE WARRANTY RELATING TO GOODS SOLD OR MANUFACTURED BY AAFCA. AAFCA MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ITS GOODS.

AAFCA SPECIFICALLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES REGARDING ITS GOODS AND SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR WARRANTIES ARISING FROM THE COURSE OF DEALINGS OR USAGE OF TRADE. This warranty shall not apply to any defect resulting from alteration, misuse or neglect of the goods by you or any third party.

SOME JURISDICTIONS, INCLUDING (AS TO CONSUMERS) NEW JERSEY, MAY NOT ALLOW THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES INCLUDING WITHOUT LIMITATION OF IMPLIED WARRANTIES. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

AAFCA cannot guarantee that the colors and details in our Website images are 100% accurate representations of a product, and sizes might in some cases be approximate. Accordingly, this warranty does not cover such matters.

15. Limitation of Liability.

In the event that any goods sold or manufactured by AAFCA fail to conform to the terms of AAFCA’s warranty as provided herein, your exclusive remedy shall be limited to return of the non-conforming or defective goods for replacement or refund of the purchase price of the goods, at AAFCA’s sole option, provided the goods are returned within fifteen (15) days of receipt, after timely notice of non-conformance has been given to AAFCA. For packages lost in transit, all claims must be submitted no later than fifteen (15) days after the estimated delivery date. All claims for non-conformance or breach of warranty shall be deemed waived unless the goods are returned within such fifteen (15) day period. Shipping charges are non-refundable.

THIS LIMITATION OF LIABILITY CLAUSE ONLY APPLIES TO RESIDENTS OF NEW JERSEY TO THE EXTENT PERMITTED BY NEW JERSEY LAW, AND, WITHOUT LIMITATION, DOES NOT APPLY TO NEW JERSEY RESIDENTS TO THE EXTENT DAMAGE IS CAUSED TO YOU BY THE NEGLIGENT OR INTENTIONAL ACTIONS OF AAFCA.

EXCEPT AS SET FORTH IN THIS LIMITATION OF LIABILITY CLAUSE, IN NO EVENT SHALL AAFCA BE LIABLE FOR ANY OTHER INJURY OR DAMAGES, INCLUDING WITHOUT LIMITATION, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST BUSINESS

OPPORTUNITY, ATTORNEYS' FEES, DAMAGE TO BUSINESS OR BUSINESS RELATIONSHIPS OR LOSS OF GOODWILL, WHETHER FOR BREACH OF WARRANTY OR FOR BREACH OR REPUDIATION OF ANY CONTRACTUAL TERM OR LEGAL DUTY IN CONTRACT, TORT, STATUTE OR OTHERWISE, RELATING TO THE SALE OF GOODS OR SERVICES BY AAFCA.

SOME JURISDICTIONS, INCLUDING (AS TO CONSUMERS) NEW JERSEY, MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES SUCH AS INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES TO PERSONAL OR PROPERTY DAMAGE, OR DAMAGES CAUSED BY THE NEGLIGENT OR WILLFUL ACTIONS OF AAFCA. AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

16. Force Majeure.

AAFCA will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. AAFCA's time for delivery or performance will be extended by the period of such delay or AAFCA may, at its option, cancel any order or remaining part thereof, without liability, by giving notice to you.

17. Applicable Law; Dispute Resolution; Limitation on Actions.

These Conditions of Order will be governed, construed, and enforced in accordance with the laws of the State of California, excluding choice of law principles of such State that would require the application of the laws of a jurisdiction other than California. You agree that any and all disputes or controversies arising out of or relating to the Conditions of Order, or any of its terms, or your purchase or use of Products, including, without limitation, any effort to enforce, interpret, construe, rescind, terminate or annul the Conditions of Order, or any provision hereof, or the determination of the scope or applicability of the Conditions of Order to arbitrate, shall be resolved by binding confidential arbitration at the Los Angeles office of JAMS, or its successor ("JAMS") in accordance with the following procedure: either (i) the parties shall mutually select a neutral arbitrator or (ii) if the parties cannot agree on such arbitrator, AAFCA on the one hand, and User, on the other hand, shall each select one neutral arbitrator and those two arbitrators shall then select a third neutral arbitrator to solely preside over the proceedings. Unless both AAFCA and you agree otherwise, the neutral arbitrator will be a former or retired judge or justice of any California state or federal court with substantial experience in matters involving the entertainment industry. All arbitration proceedings shall be conducted under either the JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) arbitration rules and procedures, except as modified herein, in effect at the time the request for arbitration is made (the "Arbitration Rules"). The Arbitration Rules are for review at [ADR Clauses, Rules, and Procedures | JAMS Mediation, Arbitration, ADR Services \(jamsadr.com\)](#). By making a purchase, you acknowledge that you have had the opportunity to review the Arbitration Rules, and further agree that the arbitration proceedings, testimony, discovery and documents filed in the course of any

proceedings, including the fact that the arbitration is being conducted, will be treated as confidential and will not be disclosed to any third party to such proceedings, except the arbitrator, the arbitrator's staff, the parties' attorneys and their staff, and any experts retained by the parties. To the fullest extent permitted by applicable law, no arbitration under these Conditions of Order will be joined to an arbitration involving any other party subject to these Conditions of Order, whether through class arbitration proceedings or otherwise.

BY MAKING A PURCHASE, YOU UNDERSTAND THAT YOU ARE GIVING UP YOUR RIGHT TO HAVE ANY DISPUTE BETWEEN AAFCA AND YOU RESOLVED IN A COURT OF LAW AND YOU AGREE THAT THE ARBITRATOR'S RULING IN THE ARBITRATION SHALL BE FINAL AND BINDING AND NOT SUBJECT TO APPEAL OR CHALLENGE.

Notwithstanding the foregoing, in lieu of or addition to any other remedies available to AAFCA, AAFCA may seek injunctive or other relief, including without limitation a suit for money damages, in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of AAFCA's or any third party's intellectual property or proprietary rights. You hereby irrevocably consent to non-exclusive jurisdiction and venue of the State and Federal courts of the State of California with respect to any such injunctive or other relief. You further acknowledge that AAFCA's rights in its intellectual property are of a special, unique, extraordinary character, giving those rights peculiar value, the unauthorized use, disclosure, or loss of which cannot be readily estimated and may not be adequately compensated for in monetary damages.

18. General Provisions.

These Conditions of Order and the other terms they reference constitute the entire agreement of the parties with respect to the subject matter hereof. No waiver by AAFCA of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any part of the Conditions of Order are determined by a court of competent jurisdiction or arbitrator with jurisdiction over a Dispute to be invalid or unenforceable, it will not impact any other provision of the Conditions of Order, all of which will remain in full force and effect, and such court or arbitrator shall have the authority, if possible, to revise any invalid or unenforceable provision to most accurately reflect the intent of the parties as shown by the original wording of that provision while rendering it valid and enforceable. No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of AAFCA. These Conditions of Order and the subject matter that they cover including without limitation the purchase of Products do not create any joint venture, partnership, employment, or agency relationship between you and AAFCA or its suppliers. The obligations, rights, terms and conditions hereof will be binding upon and inure solely to the benefit of the parties hereto and their permitted respective successors and assigns.

19. Changes to the Conditions of Order.

AAFCA reserves the right to change the terms of these Conditions of Order in its sole discretion and without notice to you, and such changes shall be binding on you and AAFCA as to purchases made after such changes. You are responsible for reviewing these Conditions of Order prior to your purchasing of Products, and your purchasing of Products after any changes to these

Conditions of Order acknowledges your agreement to the then current Conditions of Order. In the event that a change or update is made to these Conditions of Order, the “Date of Last Modification” will be updated accordingly. As part of the registration process to become a registered user of certain functionality on the website, as a default, you elect to receive e-mails that AAFCA may in its discretion send notifying you of changes to this Conditions of Order and/or other AAFCA policies.

Date of Last Modification: October 27, 2021