

## KS BAGELS LLC TERMS AND CONDITIONS

### 1. APPLICABILITY

1.1 All transactions are subject to these conditions.

1.2 Buyer's terms and conditions of sale, whether on a purchase order accepted by us or otherwise, shall not govern any transaction.

### 2. PRICES AND COSTS

All prices and costs are subject to change without notice.

### 3. DELIVERY AND RETURNS

3.1 All sales are final upon payment and no returns are accepted.

3.2 Specified times of delivery or completion are to be regarded as target times and based on the assumption that any necessary instructions or approval or provisions by the buyer are given. We will use our best efforts to meet such a delivery date, but cannot take any responsibility if for any reason, there is a delay out of our control.

3.3 If the date that delivery of the goods are ready for acceptance by buyer and/or the date of delivery at the site is delayed because buyer does not fulfill their obligations and/or for other reasons for which buyer may be held responsible (for instance failing to give necessary instructions or approvals or to make the necessary provisions), buyer will be responsible for holding/warehouse, re-delivery, stocking picking and other related costs.

### 4. RISK AND ENFORCEMENT

4.1 Risks relating to the goods, such as damage, destruction, loss of goods, or product liability passes to the buyer at the earliest of the following: when goods are delivered, or otherwise available to be delivered including if by reason of the buyer's inability to accept delivery for any reason.

4.2 All legal costs and fees for the collection of any amounts owed shall be paid by buyer.

### 5. TITLE OF THE GOODS AND SECURITY

Title to goods shall pass to buyer upon the moment the shipping company arrives on the premises of the delivery address of the buyer. At the same time as title passes the buyer shall be responsible for security of the items.

### 6. ACKNOWLEDGEMENT

Your use of this website is confirmation that you have read and acknowledge these Terms and Conditions.

### 7. FORUM, VENUE AND GOVERNING LAW

All transactions are subject to the laws of the State of New Hampshire and any and all disputes or claims arising from any transaction or occurrence related to KC Bagels LLC shall be subject to the jurisdiction of the State and Federal Courts of the State of New Hampshire, and shall be brought in the Sullivan County Superior Court in the State of New Hampshire.

8. COPYRIGHT, MARKS AND IMAGES

All original information marks, images and recipes are now and forever the intellectual property of KC Bagels LLC unless otherwise noted.

9. PRIVACY

We will not sell or transfer your personal information supplied by you to us.