Cookware
LIMITED WARRANTY

We are pleased to offer a limited warranty (the "warranty") on all Blue Diamond Cookware to the consumer who originally purchased the product ("you"). This document can be found online at https://www.bluediamondshopping.com/warranty.

What does the warranty cover?
The warranty covers defects in materials and workmanship in your Blue Diamond Cookware(the "product") for the warranty periods defined below.

What does the warranty not cover?
The warranty does not cover any damage due to (a) use of the product not for regular household purposes or other misuse; (b) abuse; (c) failure to follow product instructions; (d) normal wear and tear; (e) modifications; (f) loss or damage in transit; or (g) accidents or other actions beyond our reasonable control.

How long does the warranty last?
The warranty period for the product's Thermolon ceramic non-stick coating is limited to two (2) years from the date of your purchase. For all other warranty claims unrelated to the product's Thermolon ceramic non-stick coating, the warranty period starts from the date of your purchase and lasts until the end of your lifetime(as applicable, the "warranty periods").

What are your warranty remedies?
If the product has a defect during the applicable warranty period we will, in our sole discretion, either repair or replace the product.

How do you exercise your rights under the warranty?
Please contact our Customer Service Department at (877) 926-6526 or by e-mail at **info@bluediamondpan.com**. Please be prepared to submit photos along with proof of purchase. As used in this warranty, "we" or "our" refers to The Cookware Company (USA), LLC.

Limitation of liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the preceding limitation may not apply to you. OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT. WE WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL,OR PUNITIVE DAMAGES OR LOSSES. Some states

do not allow the exclusion or limitation of incidental or consequential damages, so the preceding limitation or exclusion may not apply to you.

How does state law apply?
This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Cutlery

LIMITED LIFETIME WARRANTY

We are pleased to offer a limited lifetime warranty(the "warranty") on all Blue Diamond Cookware Cutlery to the consumer who originally purchased the product ("you"). This document can be found online at www.bluediamondshopping.com/warranty.

What does the warranty cover? The warranty covers defects in materials and workmanship in your Blue Diamond Cutlery (the "product") for the warranty period defined below.

What does the warranty not cover?
The warranty does not cover any damage due to (a) use of the product not for regular household purposes or other misuse; (b) abuse; (c) failure to follow product instructions; (d) normal wear and tear; (e) modifications; (f) loss or damage in transit; or (g) accidents or other actions beyond our reasonable control.

How long does the warranty last?
The warranty starts from the date of your purchase and lasts until the end of your lifetime (the "warranty period").

What are your warranty remedies?
If the product has a defect during the warranty period we will, in our sole discretion, either repair or replace the product.

How do you exercise your rights under the warranty?
Please contact our Customer Service Department at (877) 926-6526 or by e-mail at **info@bluediamondpan.com**. Please be prepared to submit photos along with proof of purchase. As used in this warranty, "we" or "our" refers to The Cookware Company (USA), LLC.

Limitation of liability

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DEFECTIVE PRODUCT. WE WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL,OR PUNITIVE DAMAGES OR LOSSES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding limitation or exclusion may not apply to you.

How does state law apply?
This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Electrics

LIMITED WARRANTY

We are pleased to offer a limited warranty (the "warranty") on all Blue Diamond electronic products to the consumer who originally purchased the product ("you"). This document can be found online at www.bluediamondshopping.com/warranty.

What does the warranty cover?
The warranty covers defects in materials and workmanship in your Blue Diamond electronic product (the "product") for the warranty period defined below.

What does the warranty not cover?
The warranty does not cover any damage due to (a) use of the product not for regular household purposes or other misuse; (b) abuse; (c) failure to follow product instructions; (d) normal wear and tear; (e) modifications; (f) loss or damage in transit; or (g) accidents or other actions beyond our reasonable control.

How long does the warranty last?
The warranty starts on the date of your purchase and lasts for two (2) years (the "warranty period").

What are your warranty remedies?
If the product has a defect during the warranty period we will, in our sole discretion, either repair or replace the product.

How do you exercise your rights under the warranty?
Please contact our Customer Service Department at (877) 926-6526 or by e-mail at **info@bluediamondpan.com**. Please be prepared to submit photos along with proof of purchase. As used in this warranty, "we" or "our" refers to The Cookware Company (USA), LLC.

Limitation of liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY. WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES TO THE DURATION OF THIS

EXPRESS WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the preceding limitation may not apply to you. OUR LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT. WE WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL,OR PUNITIVE DAMAGES OR LOSSES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding limitation or exclusion may not apply to you.

How does state law apply?
This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Accessories

The Cookware Company (USA), LLC

LIMITED LIFETIME WARRANTY AND ARBITRATION AGREEMENT

The Cookware Company (USA), LLC ("CWC") offers all CWC utensils and accessories (the "CWC Accessories") solely on the terms and conditions set forth in this Limited Lifetime Warranty and Arbitration Agreement. This document can be found online at [www.bluediamondshopping.com/warranty].You should review this Limited [Lifetime] Warranty and Arbitration Agreement carefully before purchasing any CWC Accessories.

LIMITED LIFETIME WARRANTY

What does the warranty cover? The warranty covers defects in materials and workmanship in your CWC Accessory (the "product") for the warranty period defined below.

What does the warranty not cover? The warranty does not cover any damage due to (a) use of the product not for regular household purposes or other misuse; (b) abuse; (c) failure to follow product instructions; (d) normal wear and tear; (e) modifications; (f) loss or damage in transit; or (g) accidents or other actions beyond our reasonable control.

How long does the warranty last? The warranty starts on the date of your purchase and lasts until the end of your lifetime. (the "warranty period").

What are your warranty remedies? If the product has a defect during the warranty period, CWC will, in its sole discretion, either repair or replace the product.

How do you exercise your rights under the limited warranty? Please contact our Customer Service Department at (877) 926-6526 or by e-mail at **info@bluediamondpan.com**. Please be prepared to submit photos along with proof of purchase. As used in this warranty, "we" or "our" refers to The Cookware Company (USA), LLC.

Limitation of liability

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND CWC'S ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY. Some states do not allow limitations on how long an implied warranty lasts, so the preceding limitation may not apply to you.

CWC'S LIABILITY WILL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THEDEFECTIVE PRODUCT. CWC WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OR LOSSES. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the preceding limitation or exclusion may not apply to you.

How does state law apply? This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

ARBITRATION AGREEMENT

BY PURCHASING A CWC ACCESSORY, YOU AND CWC ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE AJURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND CWC ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section 14. (The AAA Rules are available atadr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section. CWC will be responsible for the AAA filing fee of any such proceeding.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or these Terms are void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

If you prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law. You may elect to pursue your claim in small claims court rather than arbitration, if you provide CWC with written notice of your intention to do so within 60 days of your purchase. The small claims court proceeding will be limited solely to your individual dispute or controversy.

You agree to an arbitration on an individual basis. In any dispute, **NEITHER YOU NOR CWC WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.** The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of are presentative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

This Limited Lifetime Warranty and Arbitration Agreement, and all matters arising from or relating to these terms, are governed and construed in accordance with the internal laws of the state of New York.

Terms of Sale

DISCLAIMER
TERMS OF SALE

These terms of sale ("Terms") apply to the purchase and sale of products ("Products") through **www.bluediamondshopping.com** (the "Site") or through any other means, and constitute a legally binding agreement between the individual ("Customer" or "you") using the Site and/or purchasing the products and The Cookware Company (USA), LLC (the "Seller"). The Terms are subject to change by Seller without prior written notice at any time, in Seller's sole discretion. The latest version of these Terms will be posted on this Site, and you should review these Terms, as well as our Privacy Policy1, before purchasing any product through the Site or otherwise.

Acceptance. When prompted on the Site, Customer must check the appropriate box to accept the Terms and purchase a Product. If Customer does not indicate its acceptance of such Terms by checking the appropriate box, Customer will not be able to purchase a Product. All purchases of Products from Seller are subject to Customer's acceptance of these Terms.
Orders. Each order for a Product received by Seller through the Site is subject to acceptance by Seller and these Terms as well as any other terms set forth on the Site. Seller may reject any such order for any reason, in its sole discretion. After Customer submits an order, Customer may receive one or more email messages that such order has been (a) received

by Seller, (b) accepted by Seller and/or (c) shipped by Seller. If any such order relates to a Product that is unavailable or is otherwise not accepted by Seller, Customer will be so notified in an email message.

Information. In submitting an order for a Product, Seller may collect data and other information from Customer and Customer's computer; provided, however, that Seller will not collect any data or other information relating solely to the credit card used by Customer to pay for a Product. All such data and other information will be handled by Seller as set forth in its Privacy Policy,2 a copy of which is posted on the Site. All data and other information relating solely to a credit card used by Customer to pay for a Product may be collected and used by one or more third-party vendors. Additional information related to Seller's use of third-party vendors is available in the Terms of Use, which are incorporated herein by reference.

Sale. In submitting an order for a Product through the Site that is accepted by Seller, Customer purchases from Seller each Product described in such order, subject to these Terms. Customer must provide Seller with complete and accurate information in submitting any such order. Any Product sold on the Site is intended for personal use (including a gift to a third party) only, and is not authorized for resale or other commercial purposes.

Prices; Payment.

- All prices posted on this Site are subject to change without notice. The price for a Product will be the price in effect at the time the order is placed. Unless otherwise expressly stated, prices do not include taxes or charges for shipping and handling. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller, and Seller reserves the right to cancel any orders arising from such errors.
- Customer must pay for a Product, plus all other amounts becoming due hereunder, by using a valid credit card or other payment methods expressly offered on the Site that Customer is authorized to use. You represent and warrant that (i) the credit card or other payment information you supply to use is true, correct, and complete; (ii) you are authorized to use the credit card for the purchase; (iii) charges incurred by you will be honored by your credit card company; and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes (if any). Customer's credit card will not be charged for a Product until the time of shipment.

Shipping. In submitting an order for a Product, Customer will have options for shipping, and unless otherwise provided expressly on the Site, Customer will be charged for shipping as set forth on the Site. All risk of loss to a Product being shipped by Seller transfers to Customer upon actual delivery to Customer. Any dates posted on the Site for shipping or receiving a Product are only estimates and Seller is not responsible for any failure to ship such Product, or any failure of Customer to receive such Product, on or before such dates.

Return Policy. Customer may only return a Product in accordance with the Limited Warranty. Additional instructions for returning a Product will be provided to Customer along with the Product or can be found at www.bluediamondshopping.com.

Limited Warranty. The limited warranty applicable to the Product can be found at www.bluediamondshopping.com (the "Limited Warranty"). THE LIMITED WARRANTY INCLUDES YOUR SOLE AND EXCLUSIVE REMEDIES FOR A BREACH OF THE LIMITED WARRANTY. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS OR

EXCLUSIONS OF IMPLIED WARRANTIES, SO THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

Account. In submitting an order through the Site for a Product, Customer may establish an account with Seller that is accessible using a user name and password chosen by Customer. Customer's user name and password must comply with whatever protocol is from time to time established by Seller for user names and passwords, and must not be disclosed by Customer to third parties. Customer (a) is responsible for maintaining the confidentiality of Customer's user name and password, and (b) must immediately notify Seller in writing of any loss, or any unauthorized access, disclosure or use, of Customer's user name or password. Seller will not have any liability to Customer or any third party arising from Customer's failure to keep Customer's user name or password confidential and may at any time, in its sole discretion and without notice to Customer, terminate or temporarily disable Customer's access to such account. In addition, Seller may rely on any use of Customer's user name or password, whether by Customer or any third party, as having been authorized by Customer, unless (a) Customer previously notified Seller in writing of any loss, or any unauthorized access, disclosure or use, of Customer's user name or password, (b) Seller has had a reasonable opportunity of not less than five days to act on such notice and (c) Seller's acting on such notice would have clearly avoided any third-party use of such account that was not authorized by Customer.

Taxes. All sales and use taxes, plus any other federal, state, county or local duty, surcharge, tax, tariff or other government-imposed fee (except for any tax on the income of Seller) assessed or payable upon an order for a Product or otherwise relating to these Terms shall be payable by Customer, even if such government-imposed fee is not collected by Seller at the time an order for a Product is submitted to Seller.

Limitation of Liability. THE REMEDIES DESCRIBED IN THESE TERMS ARE YOUR SOLE AND EXCLUSIVE REMEDIES AGAINST SELLER. SELLER WILL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO A PRODUCT, THESE TERMS OR OTHERWISE FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES. EXCEPT IN THE CASE OF ANY GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY SELLER, IN NO EVENT WILL ANY LIABILITY OF SELLER WITH RESPECT TO PRODUCT, THESE TERMS OR OTHERWISE EXCEED THE LESSER OF (A) ALL DIRECT DAMAGES ACTUALLY INCURRED BY CUSTOMER OR (B) THE ACTUAL AMOUNT PAID BY CUSTOMER TO SELLER FOR A PRODUCT (NOT INCLUDING ANY CHARGES FOR SHIPPING). THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT), EVEN IF THE POSSIBILITY OF ANY DAMAGES SHOULD HAVE BEEN FORESEEN BY SELLER, AND EVEN IF ANY REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Severability. Whenever possible, each provision of these Terms will be interpreted in such a manner as to be effective and valid under applicable law. If, however, any such provision is prohibited by or invalid under such law, it will be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not deemed so modified, it will be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder of such provision, or any other provision of these Terms, being prohibited or

invalid.
Governing Law. All matters arising out of or related to these Terms are governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of New York.
Dispute Resolution.
- YOU AND THE COOKWARE COMPANY (USA), LLC ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR LIMITED IN ARBITRATION.
- ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND SELLER ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.
- The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section 14. (The AAA Rules are available at adr.org or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this section. Seller will be responsible for the AAA filing fee of any such proceeding.
- The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or these Terms are void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.
- If you prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law. You may elect to pursue your claim in small claims court rather than arbitration, if you provide Seller with written notice of your intention to do so within 60 days of your purchase. The small claims court proceeding will be limited solely to your individual dispute or controversy.
You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR THE COOKWARE COMPANY (USA), LLC WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.
- Notices. Customer must send all notices to Seller relating to a Product or these Terms at **info@bluediamondpan.com.**
Any such notice will be effective upon actual receipt by Seller. Seller may send notices to Customer through e-mail, regular mail or a general posting on the Site. Any such notice will be effective (a) immediately upon Seller's sending such notice to the address it has in its records for Customer in the case of e-mail, (b) five days after Seller's sending such notice to the address it has in its records for Customer in the case of regular mail, and (c) immediately upon Customer's entering the Site after such notice is posted on the Site.
Waivers. No failure of Seller to exercise, and no delay by Seller in exercising, any right or remedy under these Terms shall be a waiver of such right or remedy. No waiver of any such right or remedy shall be effective unless made in a writing signed by Seller, and specifically referring to each such right or remedy being waived.
Third-Party Beneficiaries. There are no third-party beneficiaries of these Terms, and no provision of these Terms can be enforced or relied upon by any third party.
Miscellaneous. These Terms (a) inure to the benefit of, and is binding upon, Customer and Seller and each of Customer's and Seller's successors and assignees, except that Customer may not assign any of Customer's rights or obligations under these Terms without first obtaining the written consent of Seller, and (b) constitute the entire agreement between Customer and Seller with respect to the subject matter of these Terms, and supersede all prior oral and written proposals, representations, understandings and agreements. Any attempt by Customer to assign to a third party any right or remedy hereunder will be null and of no effect. Seller may, in its sole discretion, assign or otherwise transfer to a third party (including, but not limited to, an affiliate of Seller) these Terms or any order for a Product. To the extent there is any conflict or inconsistency between any provision of these Terms and any provision contained on the Site (not including the Privacy Policy or Terms of Use), the former will control.