

STANDARD TERMS & CONDITIONS

1. Definitions

In this document, the following words shall have the following meanings:

Buyer means the organization or person who buys Goods

Goods means the articles to be supplied to the *Buyer* by the *Seller*, typically Dairy Practices Council Guidelines or Memberships;

Seller means **The Dairy Practices Council (DPC)**

2. General

These Terms & Conditions shall constitute an Agreement that applies to all sales of *Goods* by the *Seller* to the *Buyer* to the exclusion of all other terms and conditions referred to, offered or relied on by the *Buyer* whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the *Buyer*, unless the *Buyer* specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the *Seller* in writing.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the *Seller*.

3. Price & Payment

The price of *Goods* purchased by the *Buyer* shall be the price listed on the *Seller's* web site, current brochures or other advertisement, less appropriate discount when applicable and agreed on, unless otherwise agreed in writing between the parties. Applicable taxes, shipping and handling fees may apply.

Payment of the price of ordered *Goods* shall be made by the *Buyer* by credit card when ordered. Where credit card payment cannot be made, *Buyer* will be invoiced for payment to be made by check or other means as agreed on between the *Buyer* and *Seller*. The *Seller* may require payment in advance of delivery in relation to any *Goods*.

4. Descriptions & Samples

Any description given or applied to the *Goods* is given for identification purposes only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the *Buyer* hereby affirms that it does not in any way rely on any description when entering into the contract.

Where a sample of the *Goods* is shown to and inspected by the *Buyer*, the parties hereto accept that such a sample is representative of the specific item only and that other items may differ.

5. Delivery of Goods

Unless otherwise agreed in writing, delivery of the *Goods* shall take place at the address specified by the *Buyer*. *Goods* in electronic format (e.g. pdf files) ordered on-line will be sent to the *Buyer's* e-mail as a link or attachment shortly after the order is placed. Printed *Goods* will be sent by mail to the address specified by the *Buyer* within 2-7 days of receipt of the order. Shipping charges will apply. Availability of printed *Goods* may be limited as the seller is moving to an all-electronic format; current orders for printed *Goods* are infrequent and specific items may be out of stock. If printed *Goods* ordered are out of stock, delivery may take 2-3 weeks to allow for re-printing. The *Seller* has the right to discontinue items at any time.

If the *Seller* is unable to deliver the *Goods* because of actions or circumstances under the control of the *Buyer*, then the *Seller* shall be entitled to place the *Goods* in storage until such times as delivery may be effected.

Any damages, shortages, over deliveries and duplicated orders should be reported to the *Seller* within 14 days of signed receipt to enable replacement or refund.

6. Use of Goods & Intellectual Property Rights

The sale of *Goods* shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the *Buyer*, without the prior written consent of the *Seller*. The purchase of *Goods* entitles only the *Buyer* to use the *Goods*. Printed or electronic versions of DPC Guidelines are not to be further distributed, copied, posted on web sites or social media without written permission from the *Seller*. DPC Memberships and associated benefits are for *Buyers* of those Memberships and, depending on the Membership level, personnel from the same company associated with the Membership only.

All Intellectual Property Rights produced from or arising as a result of this agreement shall become the absolute property of the *Seller*, and the *Buyer* shall do all that is reasonably necessary to ensure that such rights of the *Seller* are respected.

7. Risks & Limitation of Liabilities

All risk associated with use of provided *Goods* shall pass to the *Buyer* upon receipt of the *Goods*. While the *Seller* provides peer reviewed documents, it is up to the *Buyer* to ensure that they are interpreted and used in an appropriate manner. The *Seller* shall not be liable for any loss or damage suffered by the *Buyer* in excess of the price of *Goods*.

In no event will the *Seller* or any of its directors, officers, employees or agents be liable under any contract, negligence, strict liability or other legal or equitable theory under these terms for any (a) special, incidental, consequential, or indirect damages, (b) loss of profits or business, interruption of business (c) cost resulting from use of *Goods* or (d) claims attributable to errors, omissions or other inaccuracies; even if the *Seller* has been advised of the possibility of such damages. Notwithstanding the above, the *Seller* does not limit or exclude any liability the limitation or exclusion of which is prohibited by law. In such cases, liability is limited to the least extent required by law.

8. Compliance with the Law / Governing Law

Buyer and *Seller* shall comply with all state, federal and local regulations as applicable to this agreement. This agreement shall be governed by the laws of the State of New York.

RETURN OF GOODS & REFUND POLICY

All sales are final. *Goods* damaged during shipping will be replaced based on written description and request from the *Buyer*. If the wrong *Goods* are delivered due to *Seller* error, the *Seller* will replace *Goods* as with the correct items at no charge. If the *Buyer* mistakenly orders the wrong *Goods*, the *Seller* will determine if and how the *Goods* can be returned and replaced with the appropriate items. Where the *Seller* agrees to accept the return of goods that are not damaged, the *Buyer* will be responsible for the cost of shipping and will ensure that they are carefully packaged to avoid any damage in transit. The *Seller* will not be obliged to accept the return of any *Goods* that are damaged in any way. Additional requests for refunds must be submitted in writing and any returns for refund must be authorized by the *Seller* before any credit will be given.

THE DAIRY PRACTICES COUNCIL PRIVACY POLICY

We recognize that your privacy is very important and that you have a right to control your personal information. We understand that providing personal information is an act of trust and we strive to protect your information and safeguard your privacy and security. This privacy statement covers the web site: <http://www.dairypc.org>, referred to as the Dairy Practices Council, and the use of your information derived from sales and memberships. The following sections describe in detail how we handle and protect your personal information.

Information collection and use

The Dairy Practices Council is the sole owner of the information collected on this site. We will NEVER sell, rent, or share this information with any other party, unless it is required to provide the service you are requesting. When purchasing any products or services from The Dairy Practices Council, we will use the email address you have submitted to contact you regarding the status of your order and from time to time, to send you information on updates to our products and/or our Annual Conference. You may choose to stop receiving those updates at any time.

Sharing

We use a third-party credit card processing company (Authorize.Net) to bill users for services provided through The Dairy Practices Council's web site. Authorize.Net uses encryption and secure servers to process your order and does not retain, share, store, or use personally identifiable information for any secondary purposes.

Links to Other Sites

This website contain links to other websites. Please note that we do not cover privacy practices of those web sites. You must carefully review the privacy policy of those web sites before proceeding to use their services.

Email Enquiries

When you send an email enquiry to The Dairy Practices Council, we will only use the return email address to answer your query. We will not use this email address for any other purpose and will not share it with any third party for the purposes other than answering your email query.

Disclosure

We reserve the right to disclose your personally identifiable information in the cases where such disclosure is required by law and/or is necessary pursuant to legal proceeding or a court order, or to protect our business interests and the interests of our users, as decided in the sole discretion of The Dairy Practices Council.

Contacting The Dairy Practices Council

If you have any questions about the information we collect from our users, you may contact us by sending a mail request to:

The Dairy Practices Council
708 Sherman St.
Pandora, OH 45877

REVISIONS TO TERMS & CONDITIONS, REFUND AND PRIVACY POLICIES

We reserve the right to make changes to this policy at any time, with changes to be effective by posting on the site.