

TERMS, GUARANTEES, AND CONDITIONS (CONTINUED ON REVERSE HEREOF)

General Disclaimer

Cold Bloods Investment Reptiles, nor anyone and/or anything associated with Cold Bloods Investment Reptiles (including, but not limited to, Cold Bloods Investment Reptiles employees, agents, suppliers, third party partners and property thereof; Courtland Lawrence Harlow III and property thereof, Courtland Lawrence Harlow III family, friends, and acquaintances, and property thereof) shall not be liable whatsoever (including, but not limited to, any/all direct, indirect, special, consequential, or incidental damage(s), cost to replace goods, animal(s), product(s), and/or service(s), accident, theft, loss of revenue, loss or profit(s), loss of property, loss of data, loss of records, loss of use, loss of relationship(s), illness(es), injury/injuries, emotional state(s), medical condition(s), death(s), and/or loss of life/lives to anything/everything (including, but not limited to store(s), home(s), computer(s), animal(s), floor(s)) and/or to any/all person(s) and/or individual(s) (including, but not limited to client(s) and/or third party/parties) caused by (directly and/or indirectly), and/or associated with (directly and/or indirectly), anything/everything (including, but not limited to animal(s), product(s), error(s), omission(s), information, and/or service(s)) purchased, received, and/or provided, even if Cold Bloods Investment Reptiles and/or anyone/everyone associated with Cold Bloods Investment Reptiles has/have been advised thereof). The client(s) recognize(s) any/all risks (known and/or unknown) associated with making direct and/or indirect contact (including, but not limited to viewing, transporting, touching, handling, and/or keeping) with animals (dead and/or alive) (including, but not limited to, injury, illness, emotional state, and/or death) as a result of numerous factors (including, but not limited to, bites, scratches, asphyxiation, bodily fluids, envenomation, poisoning, and/or transmission of disease(s)) (including, but not limited to, fungal, bacterial and/or viral). The client(s) recognize(s) any/all risk(s) associated with using cold-blooded animal related goods (including, but not limited to supplements, enclosures, heat devices, substrates, light devices) (including, but not limited to, injury, illness, emotional state, and/or death as a result of numerous factors (including, but not limited to, poisoning, scratches, asphyxiation, broken bones, torn ligaments, burns and/or fires)). The client(s) recognize(s) any/all risk(s) associated with using computers and/or computer related services (including, but not limited to, e-mail, downloads, and/or links) and/or computer related equipment (including, but not limited to, disks) (including, but not limited to, accessing, sending, and/or receiving information and/or communicating) (including, but not limited to, damage and/or loss of goods, damage and/or loss of data, and/or interception and/or disclosure of personal information as a result of numerous factors (including, but not limited to, viruses and/or hacking)). The client(s) recognize(s) the risks associated with using any/all information (including, but not limited to, injury, illness, emotional state, death, damage and/or loss of goods, and/or loss of revenue) as a result of numerous factors (including, but not limited to, the information being incomplete, inaccurate, containing errors, and/or being out of date). The client(s) release(s) and agree(s) to hold harmless Cold Bloods Investment Reptiles and anyone/everyone and anything/everything associated with Cold Bloods Investment Reptiles from any/all liability. Cold Bloods Investment Reptiles reserves the right to not transact business with anyone/everyone and/or anything/everything for any/all reason(s) at any/all time(s). Any change(s) in the terms and conditions of Cold Bloods Investment Reptiles must be made in writing and be agreed upon, in writing, by Cold Bloods Investment Reptiles. Cold Bloods Investment Reptiles does not guarantee that the following information and/or any/all information provided by and/or associated with Cold Bloods Investment Reptiles and/or anyone/everyone associated with Cold Bloods Investment Reptiles may be incomplete, inaccurate, contain errors, and/or be out of date. You should verify any/all information before you act upon it. Any/all use of this site, any/all use of any/all Cold Bloods Investment Reptiles animal(s), product(s), service(s), and/or information, any/all communication(s) with Cold Bloods Investment Reptiles and/or anyone/everyone associated with Cold Bloods Investment Reptiles, any/all transaction(s) with Cold Bloods Investment Reptiles and/or anyone/everyone associated with Cold Bloods Investment Reptiles, and/or any/all exchange of funds with Cold Bloods Investment Reptiles and/or anyone/everyone associated with Cold Bloods Investment Reptiles signifies your agreement with any/all Cold Bloods Investment Reptiles terms, guarantees, policies, and/or conditions. If you do not agree with any/all Cold Bloods Investment Reptiles terms, guarantees, policies, and/or conditions, please do not use this site, communicate with Cold Bloods Investment Reptiles and/or anyone/everyone associated with Cold Bloods Investment Reptiles, transact business with Cold Bloods Investment Reptiles and/or anyone/everyone associated with Cold Bloods Investment Reptiles, and/or use anything/everything associated with Cold Bloods Investment Reptiles.

Proprietary Rights

Any/all content (including, but not limited to trademarks, service marks, logos, designs, images, text, documents, information, audio and/or video) on any/all Cold Bloods Investment Reptiles website(s), document(s), product(s), and/or service(s) is the property of Cold Bloods Investment Reptiles and/or other party/parties, and may not be distributed, modified, and/or reproduced in any form and/or by any means, without the express written consent of Cold Bloods Investment Reptiles and/or the party/parties that own/owns the content.

Trademarks

Cold Bloods, coldbloods.com, and the Cold Bloods Coat of Arms, are trademarks of Cold Bloods Investment Reptiles. Courtland Lawrence Harlow III, the Courtland Lawrence Harlow III flag, and the Courtland Lawrence Harlow III signature are trademarks of Courtland Lawrence Harlow III, Kingston, MA. Harlow and the Harlow flag are trademarks of the Courtland Lawrence Harlow III family, Kingston, MA.

Communication

Any/all communication and/or content (including, but not limited to hand written, print, e-mail, facsimile, phone) shall be provided by the submitter(s) and received by Cold Bloods Investment Reptiles on a non-confidential and/or non-proprietary basis. By communicating and/or submitting any/all content to Cold Bloods Investment Reptiles, the communicator(s) and/or submitter(s) agrees/agree that Cold Bloods Investment Reptiles and anyone/everyone associated with Cold Bloods Investment Reptiles will be free to use (including, but not limited to display, distribute, modify and/or reproduce in any form and/or by any means) the communication and/or content on an unrestricted basis (including, but not limited to royalty-free).

Third Parties

Any/all third-party content (including, but not limited to trademarks, service marks, logos, designs, images, text, documents, links, information, audio and/or video) contained on any/all Cold Bloods Investment Reptiles website(s), document(s), product(s), and/or service(s) does not mean that Cold Bloods Investment Reptiles and/or anyone/everyone associated with Cold Bloods Investment Reptiles endorses and/or recommends any/all third-party, and/or anyone/everyone and/or anything/everything associated with any/all third-party/parties (including, but not limited to views, beliefs, products, and/or services). Cold Bloods Investment Reptiles shall not be liable whatsoever for any/all third-party content.

Links

Cold Bloods Investment Reptiles prohibits the use of any/all Cold Bloods Investment Reptiles trademark(s) and/or property as a link to any website without the express written consent of Cold Bloods Investment Reptiles. Cold Bloods Investment Reptiles may contain links to other websites and other sites may contain links to Cold Bloods Investment Reptiles websites. Access to any/all website(s) linked to any/all Cold Bloods Investment Reptiles website(s) is not the responsibility of Cold Bloods Investment Reptiles and Cold Bloods Investment Reptiles shall not be liable whatsoever for anything/everything associated with such links and/or websites, and the presence of any/all links to any/all websites does not mean that Cold Bloods Investment Reptiles endorses and/or recommends the website(s) and/or anyone/everyone and/or anything/everything associated with the website(s).

Governing law and jurisdiction

Cold Bloods Investment Reptiles is headquartered in the Commonwealth of Massachusetts. All matters relating to Cold Bloods Investment Reptiles shall be governed by the laws of the Commonwealth of Massachusetts and/or the laws of the United States of America. Any legal action and/or proceeding related to Cold Bloods Investment Reptiles shall be brought in a court of the Commonwealth of Massachusetts or a federal court located in the Commonwealth of Massachusetts. You and Cold Bloods Investment Reptiles agree to submit to the jurisdiction of, and agree that the venue is proper in these courts located in the Commonwealth of Massachusetts. You and Cold Bloods Investment Reptiles agree that Cold Bloods Investment Reptiles shall be represented by one or more agents of Cold Bloods Investment Reptiles, and/or one or more counselors-at-law.

Currency

All prices are in United States of America Dollars.

Taxes

The Commonwealth of Massachusetts sales and use tax, in the amount equal to five percent (5%) of the total balance, shall be applied to orders placed by Bay Staters and residents of the Commonwealth of Massachusetts that do not provide Cold Bloods Investment Reptiles with an official Commonwealth of Massachusetts tax exempt document.

Payment

All orders, with the exception of those placed by recognized zoological and educational institutions as well as approved clients, must be prepaid by cash, credit card (Visa, MasterCard, American Express), PayPal, certified bank check, cashiers check, or money order. Recognized zoological and educational institutions as well as approved clients have until day seven (7) of the month following the month that the invoice was received to remit the full balance (i.e. full balance of invoice received November 1 or 25, 2004 must be paid no later than December 7, 2004). Late fees begin to accrue on all balances unpaid, partial or total, after day seven (7) of the month following the month that the invoice was received, at a rate of 1.5% per month (18% per annum), in addition to a late fee of \$50.00 per month (\$600 per annum). Please make check(s) and/or money order(s) payable to Cold Bloods Investment Reptiles. Accounts with past due balances of thirty-one (31) days and over will be placed on automatic prepaid payment terms. A twenty-five dollar (\$25.00) processing fee will be applied to any/all returned check(s). The twenty-five dollar (\$25.00) processing fee must be paid in full within fourteen (14) days of the date that the check was returned. It is the responsibility of the client to make sure that Cold Bloods Investment Reptiles receives any unpaid balance and/or fee, by the date the unpaid balance and/or fee is due. Cold Bloods Investment Reptiles, nor anyone/everyone and/or anything/everything associated with Cold Bloods Investment Reptiles, shall not be liable whatsoever for any payment not received by Cold Bloods Investment Reptiles for any reason (including, but not limited to, holidays and/or carrier delays). Cold Bloods Investment Reptiles, nor anyone/everyone and/or anything/everything associated with Cold Bloods Investment Reptiles, shall not be liable whatsoever for any payment cancellations and/or errors (including, but not limited to, incorrect and incomplete information) and a processing fee of not less than twenty-five dollars (\$25.00) will be applied to any/all payment cancellations. If outside collection methods become necessary, the client shall be held accountable for any/all costs incurred (including, but not limited to, reasonable attorney's fees, collection fees, and/or court costs). Any change(s) in the payment terms must be made in writing and be agreed upon, in writing, by Cold Bloods Investment Reptiles.

Deposits

Live animals: Cold Bloods Investment Reptiles shall accept an order deposit equal to twenty-five percent (25%) of the total order balance (i.e. total order balance is \$100.00, deposit is \$25.00), to reserve any/all live animal(s). Cold Bloods Investment Reptiles shall only accept a deposit for one or more animal(s) that Cold Bloods Investment Reptiles has in stock, and Cold Bloods Investment Reptiles will only reserve the animal(s) that the deposit is to reserve, once Cold Bloods Investment Reptiles receives the deposit. The client has fourteen (14) days, after the date that the deposit was received, to remit the full balance (i.e. full balance of order received December 1, 2004 must be paid no later than December 15, 2004). Cold Bloods Investment Reptiles shall retain the full order deposit, of any order, that has been canceled after the initiation of the order deposit being processed and/or if the client has not remitted the full balance within fourteen (14) days after the date that the deposit has been received.

Leases

Leases shall begin on the date agreed upon and end on the date agreed upon. Cold Bloods Investment Reptiles shall provide the client with a possession of equipment photos, and checklist that acknowledges that the equipment is present and it is conclusively in good working condition. The equipment shall not be provided to the client, until Cold Bloods Investment Reptiles receives the first month's rent, last months rent, and security deposit, equal to one month's rent, in full. Subsequent monthly rent(s) payment(s) is due on the first day (day one) of the month. At the end of the lease, the security deposit shall be returned in full, pending lease compliance, and shall be in the form of a bank check. The client may keep the equipment only at the location stated in the lease and may only use the equipment in the agreed upon manner in the lease. At termination of the lease, the client must return the equipment in the same condition as it was acknowledge in the possession checklist. Clients may not elect to use the security deposit for rent. Any term(s) and/or condition(s) that is/are not complied with by the client results in the default of the lease. If the client defaults, Cold Bloods Investment Reptiles may immediately end the lease, and secure its rightful property. All of the terms, guarantees and conditions of Cold Bloods Investment Reptiles apply to the lease. Any changes in the lease must be made in writing and be agreed upon, in writing, by Cold Bloods Investment Reptiles.

Shipping

Live Animals: Cold Bloods Investment Reptiles only ships live animals within the United States of America, and Cold Bloods Investment Reptiles only ships live animals to locations within the United States of America where it is legal to possess such animals. Cold Bloods Investment Reptiles only ships live animals once Cold Bloods Investment Reptiles has received the total balance of the order in full, and the total balance of the order has cleared. Live animals will be shipped in new, insulated, shipping boxes. A five dollar (\$5.00) box fee shall be applied to all orders under five-hundred dollars (\$500.00). When necessary, heat packs or cold packs will be used to stabilize the temperature within the insulated, shipping box. A two dollar (\$2.00) heat pack fee or cold pack fee shall be applied to all orders under five-hundred dollars(\$500.00) that require the use of heat packs or cold packs. Cold Bloods Investment Reptiles ships live animals via FedEx Priority Overnight® service, and via Delta Air Logistics airport-to-airport travel under the Delta DASH level of service. Live animals that are shipped via FedEx Priority Overnight® service shall be shipped out on the Monday and Tuesday of each week, and Cold Bloods Investment Reptiles shall provide the client with a tracking number for the order. Cold Bloods Investment Reptiles does not guarantee live animals that are shipped via FedEx Priority Overnight® service in any way (this includes, but is not limited to, the animal(s) to arrive at the final destination, the animals to arrive healthy and/or alive). A forty dollar (\$40.00) shipping fee will be applied to all orders that are sent via FedEx Priority Overnight® service. Cold Bloods Investment Reptiles ships live animals via Delta Air Logistics airport-to-airport travel under the Delta DASH level of service. Cold Bloods Investment Reptiles requires that all orders over five-hundred dollars (\$500.00) be sent via Delta Air Logistics airport-to-airport travel under the Delta DASH level of service. Live animals that are shipped via Delta Air Logistics airport-to-airport travel under the Delta DASH level of service are shipped out on the Tuesday and Saturday of each week from General Edward Lawrence Logan International Airport (BOS) in Boston, The Commonwealth of Massachusetts and Cold Bloods Investment Reptiles shall provide the client with a tracking number for the order. Cold Bloods Investment Reptiles does guarantee live animals, that are shipped via Delta Air Logistics airport-to-airport travel under the Delta DASH level of service, to arrive at their final destination, and to arrive healthy and/or alive as long as they are picked up within two (2) hours of their arrival at the airport, and Cold Bloods Investment Reptiles has been notified, by phone or e-mail, by the client, of any lost, damage, or dead claim filed within six (6) hours of the shipment(s) arrival at the airport. At the time of pick-up, any/all box(es) in which the live animal(s) is/are contained in and shipped, via Delta Air Logistics airport-to-airport travel under the Delta DASH level of service, must be opened and inspected at the airport, in the presence of a Delta Air Logistics on-duty supervisor to determine if accidental theft, damage, and/or death has occurred, and if required, a claim must be immediately filed with Delta Air Logistics. A sixty-five dollar (\$65.00) shipping fee will be applied to all orders that are sent via Delta Air Logistics airport-to-airport travel under the Delta DASH level of service.

Orders that do not contain live animals: Cold Bloods Investment Reptiles only ships orders that do not contain live animals once Cold Bloods Investment Reptiles has received the total balance of the order in full, and the total balance of the order has cleared. Cold Bloods Investment Reptiles ships orders that do not contain live animals via FedEx, Delta Air Logistics, USPS, and UPS and Cold Bloods Investment Reptiles shall provide the client with a tracking number for the order. Cold Bloods Investment Reptiles does guarantee that all orders that do not contain live animals to arrive in the condition that they were represented. The shipping fee for orders that do not contain live animals shall be applied to all orders prior to shipping.

Delivering

Cold Bloods Investment Reptiles delivers to locations within the Commonwealth of Massachusetts and to certain locations outside the Commonwealth of Massachusetts. Cold Bloods Investment Reptiles only guarantees that orders delivered by Cold Bloods Investment Reptiles shall be in the condition represented at time of sale. Cold Bloods Investment Reptiles does not make or extend any further guarantee to orders delivered by Cold Bloods Investment Reptiles. The delivery fee for orders shall be applied to all orders prior to delivery.

Order cancellations

Cold Bloods Investment Reptiles shall apply no cancellation fee(s) to any order that has been canceled prior to Cold Bloods Investment Reptiles receiving any of the order balance, and/or prior to the initiation of the order deposit and/or any of the order balance being processed. Cold Bloods Investment Reptiles shall apply a fee, equal to fifty percent (50%) of the total order balance, to any order that has been canceled after the initiation of any of the order balance being processed. Cold Bloods Investment Reptiles shall retain the full order deposit, of any order that has been canceled after the initiation of the order deposit being processed and/or the client has not remitted the full balance within fourteen (14) days of the date that the deposit has been received.

Order returns

Cold Bloods Investment Reptiles shall not accept the return of any live animal. Cold Bloods Investment Reptiles shall only accept the return of any/all product(s) and/or service(s), with the exception of any/all live animal(s), that was/were damaged during shipping.

Order refunds

Cold Bloods Investment Reptiles shall not offer any cash and/or dollar refund(s) whatsoever. Cold Bloods Investment Reptiles shall offer possible credit and/or replacement for live animal(s), only shipped via Delta Air Logistics airport-to-airport travel under the Delta DASH level of service, that accidentally die(s) and/or are stolen during shipping via Delta Air Logistics airport-to-airport travel under the Delta DASH level of service, picked up within two (2) hours of their arrival at the airport, are inspected at the airport, in the presence of a Delta Air Logistics on-duty supervisor, a claim is immediately filed with Delta Air Logistics, and Cold Bloods Investment Reptiles is notified, by phone or e-mail, by the client, of the claim within six (6) hours of the shipment(s) arrival at the airport. Cold Bloods Investment Reptiles shall offer possible credit and/or replacement for only products and/or services, with the exception of any/all live animals that are not sent via Delta Air Logistics airport-to-airport travel under the Delta DASH level of service, that are damaged during shipping, are returned to Cold Bloods Investment Reptiles at the expense of the client, and Cold Bloods Investment Reptiles has received them.

Live Animals, Products, and/or Services

Live animals: Cold Bloods Investment Reptiles guarantees that any/all animal(s) is/are outwardly healthy and is/are accurately represented "as is." Cold Bloods Investment Reptiles makes no further guarantee with respect to any/all animal(s) (including, but not limited to, coloration, health, feeding habits and/or breeding habits).

Products and/or services: Cold Bloods Investment Reptiles guarantees that any/all product(s) and/or service(s) are accurately represented "as is." Cold Bloods Investment Reptiles makes no further guarantee(s) with respect to any/all product(s) and/or service(s) (including, but not limited to, effectiveness and or accuracy).

Miscellaneous

Cold Bloods Investment Reptiles may make changes to any/all information (including, but not limited to animals, products, services, and/or prices) at any time without notice. Cold Bloods Investment Reptiles makes no commitment as to update any/all information.