

WIRRED

Walkers Institute for Regenerative
Research Education and Design

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Walkers Nursery Website Terms of Use Returns, Refund & Cancellation Policy

Terms of Use ("Terms")

Last updated: 28th June, 2020

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the <https://walkersnursery.com> website (the "Service") which is operated by Walkers Institute for Regenerative Research Education and Design; Hereinafter referred to as WIRRED "us", "we", "our" or the "Seller".

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you should not and may not access the Service.

Purchases

If you wish to purchase any product or service made available through the Service, you may be asked to supply certain information relevant to your purchase including, without limitation, your name, contact details, and credit card information.

Any individual accepting the terms of the Service by purchasing goods and or Services through the Service is hereinafter referred to as the "Buyer". WIRRED's acceptance of a Buyer's purchase order is expressly made conditional on the buyer's acceptance of the following terms and conditions of sale. These conditions are in lieu of any additional or different terms contained in a Buyer's purchase order or other document or formal communication pertaining to a Buyer's order.

The Buyer may be permitted to participate in certain functionalities of the Service which allow Buyers to use a device to order and pay for certain products. WIRRED reserves the right at any time to discontinue Online Payment, or to change the location of facilities accepting Online Payment at any time.

All credit card transactions are processed using the services of a third-party provider. WIRRED does not collect nor store credit card information in any form on any of our servers.

All prices quoted by the Service are in Barbados dollars and all credit card transactions will be processed in Barbados Dollars unless otherwise noted.

The Buyer's assent to the terms and conditions contained in this document shall be conclusively presumed from any Buyer's acceptance of all or any part of the goods or from payment by the buyer for all or any part of the goods. None of these terms and conditions may be added to, modified, superseded or otherwise altered, except by a written instrument which must be signed by an authorized executive of the Seller. Failure of the Seller to object to any terms or conditions which may be contained in any document or form submitted by the Buyer shall not be construed as a waiver of these conditions, nor as an acceptance of any such terms and conditions.

Payment Terms

The Buyer agrees that the debit/credit card details provided by him/ her for use of the purchased Product(s) or Service(s) must be correct and accurate and that the Buyer shall not use a Debit/ credit card, that is not lawfully owned by him/ her or the use of which is not authorized by the lawful owner thereof. The Applicant further agrees and undertakes to Provide correct and valid debit/credit card details.

Any payment made to WIRRED through the Service will be subject to the taxation and financial impositions applicable to merchants under the Laws of Barbados. The Buyer is

responsible for paying any additional sum imposed after the transaction is completed under the Service. For example, Value-Added Tax, will be processed through the Service, however Foreign Exchange Fee will be processed by the Buyer's banking institution.

Refunds

WIRRED offers customers a 30-day return and refund policy which comes in effect from the date of purchase. Restriction may apply to some transactions as described below in the Refund & Returns Policy.

Once your Refund/Return Request is received and inspected, we will send you an email to notify you that we have received your request. We will then notify you of the approval or rejection of your refund within 15 days of receiving your request.

If your request meets our "Return Conditions", then your refund will be processed, and a credit (excluding any shipping costs) will automatically be applied to your credit card or a wire transfer will be forwarded, within 15 business days.

If a refund must be made to your credit card do note that it may take up to 10 business days for the refund to be processed and may depend on your financial institution. WIRRED bears no responsibility for any delays in processing refunds which are attributable to third parties inclusive of your financial institution.

Late or Missing Refunds

If you have not received a refund within 30 days, first double-check your bank account online. If the Refund is still outstanding, you should contact your credit card company, it may take some time before the refund is officially posted on your account. Next contact your bank. There is often some processing time before a refund is posted.

If you have done all of this and you still have not received your refund, please contact us at info@wirred.org

Warranty

WIRRED products (not including the sale of trees, seedlings, saplings, seeds or living organic plant matter of any kind) have a one (1) year warranty. If the product has any

manufacturing issue during regular use, during the length of the warranty we will offer a replacement product. You will need to return the product to us. The shipping costs associated with product returns will be covered by the Buyer. To finalize a return you will need to submit a Return request to the WIRRED team at info@wirred.org.

Exchanges

Our products have a one (1) year warranty (not including the sale of trees, seedlings, saplings, seeds or living organic plant matter of any kind). We only replace items if they are defective or damaged due to our error in manufacturing. If the order is damaged through your handling or due to improper use of the item, we cannot provide refund or exchange.

Deliveries

All orders are subject to product availability. If an item is not in stock at the time you place your order, we will notify you and refund you the total amount of your order.

Purchases made through the Service are only available for delivery to addresses in Barbados. Shipments outside of Barbados are not available at this time.

An estimated delivery time will be provided once your order is placed. Delivery times are estimates and commence from the date of shipping, not the date of order. Delivery times are to be used as a guide only and are subject to the acceptance and approval of your order.

Unless there are exceptional circumstances, we make every effort to fulfill your order within 5 business days. Business day mean Monday to Friday, except holidays.

Termination

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Cancellations

After the order has been processed, it is immediately sent to our fulfillment team for shipping. Orders that have been shipped cannot be cancelled and will not be refunded.

Content & Links to Other Web Sites

Our Service does not allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content").

Our Service may contain links to third-party web sites or services that are not owned or controlled by WIRRED.

WIRRED has no control over the information shared by users or on third-party websites, and assumes no responsibility for, the content, privacy policies, or practices of any users and third-party web sites or services. You further acknowledge and agree that WIRRED shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Prohibited Content and Activities

You may not use the Service to take any action that could harm us or anyone else, interfere with the Service, or use the Service in a manner that violates any law including but not limited to the Computer Misuse Act of the Laws of Barbados. For example, you may not:

- Impersonate any person or entity, or misrepresent your credentials or any information you provide.
- Engage in unauthorized spidering, scraping, or harvesting of content, or use any other unauthorized means to compile information.
- Harvest or otherwise collect or store any information (including personal information) about other users, including e-mail addresses, without the express consent of such users.
- Solicit, collect, transmit, store, or otherwise make available private information or personal information of any third party.
- Use the Service to send commercial electronic messages or install a computer program on another person's computer system.

- Obtain or attempt to gain unauthorized access to other computer systems, materials, information, or any services available on or through the Service.
- Use any device, software, or program to interfere with the Service or attempt to probe, scan, test the vulnerability of, or breach the security of any system, device, or network.
- Circumvent, reverse engineer, decipher, decompile, disassemble, decrypt, or otherwise interfere with any software that is a part of the Service, or use any tools for compromising security (e.g., password-guessing programs, cracking tools, or network probing tools);
- Use another's information, account, or password, except as expressly permitted.
- Take any action that imposes an unreasonable load on our network or infrastructure.
- Upload or otherwise transmit any communication, software, or material that contains a virus or is otherwise harmful to our or our users' computers, devices, or systems.
- For the purpose of misleading others, create a false identity of the sender or the origin of a message, forge headers or otherwise manipulate identifiers in order to disguise the origin of any material transmitted through the Service; or
- Engage in any other conduct that restricts any person from using the Services, or that, in our sole judgment, exposes us, users, or any other third party to any liability, damages, or detriment of any type.

User Submissions

Certain areas of the Service may enable users to publicly post comments, send emails, or otherwise submit information to us. The user will remain fully responsible for the content that is provide to the Service, including information, audio recordings, videos, photographs, documents, or any other materials ("User Content"). By complying to the Terms, you agree not to provide User Content that:

- Infringes or violates the copyright, trademark, patent, or other intellectual property right of any person or entity.
- Is false, misleading, defamatory, obscene, abusive, hateful, threatening, harassing, or sexually explicit.
- Violates any person or entity's right to privacy or publicity.
- Contains advertising or a solicitation of any kind.
- Personally, attacks or impersonates any person or entity, or falsely states or otherwise misrepresents an affiliation with a person or entity.

- Degrades others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, orientation or identity, disability, or other classification.
- Transmits, stores, or otherwise makes available a virus, Trojan horse, worm, spyware, bot, or other harmful programming routine.
- Makes available material of a commercial nature or sends, causes or permits to be sent commercial electronic messages, including but not limited to advertising, promotions, junk mail, spam, pyramid schemes, chain letters, or solicitations of any kind.
- Violates any applicable law or advocates illegal activity.

Subject to applicable law, we also have the right to disclose your identity to any third party who is claiming that any User Content you submit to the Service constitutes a violation of the third party's intellectual property rights, of the third party's right to privacy, or of any other applicable local, provincial, state, national, or international law.

Donations and corresponding gift certificates will require the user to provide an email address. The User may opt in or out of receiving future emails from WIRRED. WIRRED will not share the users email address with a third party.

If the Service permits you to submit User Content, you may only provide User Content that is original and/or that you have the right to provide. By submitting User Content, you grant us a royalty-free, irrevocable, perpetual, non-exclusive, worldwide, fully sub-licensable, transferable, license to publish, reproduce, distribute, transmit, display, perform, edit, adapt, modify, translate, create derivative works of, sell, offer for sale, export, and otherwise use and exploit your User Content in any way that we want and in any form, media, or technology now known or later developed. You hereby waive any moral rights you may have in your User Content. You represent that you have obtained all necessary permissions from any person or entity identified in or implicated by your submission (including those shown in photographic or video content), and, in the case of minors, also from their parents or legal guardians, as appropriate.

If a user is under the age of 13, the user may not provide any User Content to us. If a user is under the age of 13 years of age, subject to any applicable sweepstakes, contest, or other supplemental terms, the user may provide User Content but only with the permission of, and under the supervision of, a parent or legal guardian.

"If you are a parent or legal guardian agreeing to these Terms for the benefit of an individual between the ages of 13 and the age of majority in your jurisdiction of residence, please be

advised that you are fully responsible for his or her User Content and any legal liability that he or she may incur."

Copyright and Intellectual Property Rights

All the contents of the WIRRED website are subject to copyrights. All illustrations, images and photographs, whether registered or not, are and remain the exclusive property of WIRRED. Any total or partial reproduction, transfer, alteration or utilization of the website or its databases and of the logo of WIRRED, by any means whatsoever, is prohibited. Reproduction in whole or in part, modification or use of the illustrations, images, photographs, and logos for any reason and by any medium whatsoever, without the written consent of WIRRED is strictly prohibited.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Privacy

WIRRED commits to respecting the privacy of our website visitors and buyers, in compliance with the applicable law and regulations. Please refer to our privacy policy for all information about how we use and protect your personal data.

Limitation of Liability

To the extent permitted by law, WIRRED's liability in relation to any product or service purchased as a consequence of your use of the Service is limited to the lesser of: (a) the replacement of any product purchased; and (b) the purchase price paid by you to WIRRED for the product or service.

Under no circumstances, including without limitation negligence, will WIRRED, its affiliates, or any party involved in operating, creating, producing, or delivering the Service be liable for any damage or losses including without limitation direct, incidental, consequential, indirect, special, or punitive damages or lost profits arising out of the Terms or your access, use, misuse, or inability to use the Service, including without limitation any WIRRED content or User Content, or any sites linked from the Service, however caused, whether in contract,

tort, negligence, strict liability, or otherwise, even if WIRRED has been advised of the possibility of such damage, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line or system failure, or other technologically harmful material that may infect your device, data, or other proprietary material due to your use of our Service or to your downloading of any content on it or on any website linked to it. Further, WIRRED will not be liable for the accuracy of the information on the website and holds out no warranties or representations that the information on the Service is current in real time. Any errors on the Service will be corrected when discovered and WIRRED reserves the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted).

To the maximum extent permitted by law, we will not be liable to you for any loss or damage (whether direct, indirect or consequential) howsoever caused, nor will we be in default under these Terms, for failure to observe or perform any of our obligations under these Terms for any reason or cause except if caused by WIRRED'S gross negligence. If a jurisdiction does not allow the exclusion or limitation of liability in accordance with this paragraph but allows a limitation of a certain maximum extent, then our liability is limited to that extent.

Indemnification

You agree to indemnify, hold harmless, and defend WIRRED, its affiliates and licensors, any party involved in operating, creating, producing, or delivering the Service, and each of their respective officers, owners, directors, shareholders, contractors, agents, employees, general and limited partners, successors, and assigns from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses, and harms, including without limitation reasonable attorneys' fees and fees of other professional advisers, arising out of or in connection with:

1. Your use of the Service,
2. Your online conduct in connection with the Service,
3. Your (or anyone acting under your password or username) violation or breach of these Terms,
4. Your failure to comply with any applicable laws or regulations in connection with the Services,
5. Your negligence, wilful misconduct, or violations of the intellectual property or other rights of any person in connection with the Services, or

6. Any of your dealings or transactions with other persons, persons or third-party platforms resulting from use of the Service.

You shall not settle any such claim without the prior written consent of WIRRED. These obligations will survive any termination of these Terms.

Contact Us

If you have any questions about these Terms, please contact us at info@wirred.org .