

# Terms and Conditions

## GENERAL TERMS AND CONDITIONS

## COPYRIGHT INFRINGEMENT NOTIFICATION

## USER GENERATED CONTENT TERMS AND CONDITIONS

## LINKING POLICY

### Binding Agreement and Terms

The use of <https://www.proplanvetdirect.com/.com> (the “Site”) and the purchase or products through the Sites is subject to these terms and conditions (this Agreement”). By using the Site, you acknowledge that you have read and understand this Agreement and that you agree to be bound by all of its terms.

Nestlé Purina PetCare Company (“Purina”) reserves the right to amend or modify these terms or any other terms or policies referenced herein in its sole discretion. By accessing the Site, you agree to be bound by the most recent version of this Agreement. The Site is intended for use by United States residents age 13 or older. Anyone under the age of 13 should not use the Site without the consent and supervision of a parent or legal guardian.

You are also responsible for reviewing Purina’s then-current [Privacy Policy](#). Purina may amend or modify its [Privacy Policy](#) in its sole discretion.

### Site Account

You have the option of registering a user account on the Site (an “Account”) that will require you to establish a username and password. You are solely responsible for maintaining the confidentiality of your username and password, for restricting access to your computer, and for all activities that occur under your Account or password. Purina is not liable for any loss that you may incur as a result of someone else using your Account or password, either with or without your knowledge.

Purina reserves the right to terminate any Account at any time in its sole discretion, including without limitation for any failure to comply with these Terms of Use, any fraud or abuse, or any misrepresentation that you or anyone using your Account may make to Purina.

## Product Descriptions

Purina makes reasonable efforts to ensure that product descriptions on the Site are as accurate as possible. However, Purina does not guarantee that product descriptions or other content on the Site is current or error-free. All features, content, specifications, sizes, and prices of products and services described or depicted on the Site are subject to change at any time without notice. Packaging may vary from that shown. Purina reserves the right to limit or condition the quantity of any item that may be available for purchase.

## Pricing and Availability

All prices and availability of products are subject to change without notice. Purina makes reasonable efforts to provide you the most accurate, up-to-the-minute information on product pricing and availability, but does not guarantee such information. Some of the items on the Site may be incorrectly priced or no longer available at the time you place your order.

In the event a product is listed at an incorrect price, Purina reserves the right to refuse or cancel any orders placed for the product listed at the incorrect price. Although Purina makes reasonable attempts to have items in stock, occasionally items may be temporarily out of stock. If you have ordered a single item and it is out of stock, Purina will hold your order open for 30 Days. If at any time during that 30-day period the item is back in stock, it will be shipped. After 30 days, if the item is still out of stock, the order is cancelled, and you will be notified via email. If there are multiple items in your order, all in stock items will ship and any out of stock item will be cancelled and you will be notified by email.

## Purchasing Products

To purchase a product on the Site, you must provide valid credit card, shipping, and other information. You represent to us that all information you provide is accurate, complete, and current. You agree to be responsible for all charges incurred by you or through your Account, including all applicable taxes, shipping and handling, and processing charges, if any, associated with purchases.

Purina requires all payments to be made through a valid credit card and does not accept cash, check, wire transfer, or any other payment methods. Purina currently only accepts the following credit cards: *Visa, MasterCard, Discover, and American Express*. By placing an order through the Site, you authorize Purina or its representatives to charge your credit card for the amount stated and represent to Purina that you are authorized to use the card you provide. Purina is not responsible for any shipping or fulfillment errors that result from your failure to provide accurate information.

## Order Acceptance

The advertisement of any product on the Site does not constitute an offer to sell. Your order or your receipt of an electronic or other form of order confirmation does not signify Purina's acceptance of your order, nor does it constitute confirmation of our offer to sell. Purina reserves the right at any time after receipt of your order to accept or decline your order. All orders placed are subject to additional credit verification. Purina may also require additional verifications or information before shipping any order.

## Shipping Policy

Orders will only be shipped to valid United States mailing addresses within the 48 continental states and the District of Columbia. Orders cannot be shipped to P.O. boxes. Shipping estimates are not guarantees or promises that a product will ship on a specific day or be received by you within a specific period. The amount of time it takes for you to receive a product will depend on how long it takes Purina to process your order and how long it takes the carrier to deliver the order to you once it is shipped. Your order will be shipped after your credit has been approved and all other necessary verifications have been completed.

## Risk of Loss

All items purchased from the Site are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon Purina's delivery to the carrier.

## Refunds Procedures

If Purina has verified that the item you received was damaged or incorrect, you will either receive a refund, a replacement item, or a credit. If you believe an item you receive is damaged or incorrect, please contact Purina at the contact information provided at the bottom of these terms and conditions.

## Undeliverable Shipments

Occasionally, shipments to customers are returned to Purina as undeliverable. For example, this may happen when the address is incorrect, or the customer refuses to accept a shipment, or the carrier is unable to deliver after multiple attempts. If a shipment is returned to Purina as undeliverable, Purina will attempt to contact you at the contact information you provided.

## Electronic Communications

When you visit the Site or send emails to Purina, you are communicating with Purina electronically. You consent to receive communications from Purina electronically. Purina will communicate with you by email or by posting notices on the Site. You agree that all

agreements, notices, disclosures and other communications that Purina provides to you electronically satisfy any legal requirement that such communications be in writing.

### Intellectual Property

All trademarks and other intellectual property on the Site are owned by Société des Produits Nestlé S.A., Vevey, Switzerland or are used with permission. If you believe that your intellectual property is being improperly used on the Site without your permission, please provide Purina with notice in accordance with our [Copyright Infringement Notification](#) process and procedures.

### Reviews, Comments, and Ratings

Users of the Site may have the option to post reviews, comments, photos, and other content; send product information communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable. You agree not to post, upload, or transfer software viruses, commercial or political solicitations or campaigns, chain letters, mass mailings, or any form of "spam." You agree not use a false email address, impersonate any person or entity, or otherwise contribute false or misleading content. Purina reserves the right (but not the obligation) to remove or edit such content. However, Purina is not obligated to review or screen posted content. All submissions are subject to Purina's [User-Generated Content Terms and Conditions](#). Purina may amend or modify these terms and conditions in its sole discretion.

### Disclaimer and Limitation of Liability


THIS SITE, INCLUDING ALL CONTENT AND INFORMATION CONTAINED WITHIN IT AND ANY SITE-RELATED SERVICE, AND ALL PRODUCTS OR SERVICES LICENSED OR PURCHASED OR OTHERWISE MADE AVAILABLE THROUGH THE SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURINA DOES NOT WARRANT THAT THE SITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE; PURINA'S OR ITS REPRESENTATIVES SERVERS; OR ELECTRONIC COMMUNICATIONS SENT FROM PURINA OR ITS REPRESENTATIVES ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. PURINA IS NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

#### Disputes and Applicable Law

All disputes relating to the Site or to products or services sold or distributed by Purina through the Site shall be subject to the laws of the State of Missouri and shall be subject to the exclusive venue and jurisdiction of state and Federal courts located in St. Louis County or the City of St. Louis, Missouri.

#### Contact Information

If you have questions, please contact Pro Plan Vet Direct Customer Service Monday through Friday (excluding holidays) between the hours of 8:00 a.m. and 4:30 p.m. central time at 1-800-738-5335  or online at our [Contact Page](#).