

# The Pale Dragon LLC

## Terms & Conditions

*These terms & conditions are current as of April 15th, 2022 and apply to any transactions made from this day onward.*

*These terms & conditions do not apply to animals produced by The Pale Dragon LLC that are sold by entities unrelated to The Pale Dragon LLC. The Pale Dragon LLC does not take responsibility for Animals sold by unrelated entities.*

## Definitions

- **The Pale Dragon LLC (TPD):** represents the Seller, The Pale Dragon LLC.
- **Full Refunds and Returns (FRR):** TPD honors 100% refunds on the value of the animal purchased, including Shipping if the Animal is Dead-On-Arrival (DOA).
  - Refunds & Returns must be requested within the designated claim period, otherwise TPD is not obligated to provide a refund or return.
    - If the Claim Period is invalid, TPD is not obligated to offer a refund or return.
  - Shipping is non-refundable in the event of a requested return. If a return requires shipping, TPD will purchase the new label (using Ship Your Reptiles) and email it to the Buyer. Buyer must return the animal in the same shipping manner it was shipped to them in.
  - Alternatively, if the Buyer refuses to return the animal, then TPD is not obligated to offer a Full Refund and NRC applies.
  - Alternatively, TPD may offer an acceptable, agreed-upon replacement in exchange for the returned Individual. TPD is not obligated to provide an exchange if requested.
- **Claim Period:** Buyer has 7 days (unless otherwise specified) from delivery to contact Seller and make their claims. Evidence should be included with the claim or provided upon instruction from the Seller.
  - **A Claim Period involving Animal Health is only valid if Buyer complies with the following conditions upon receiving the animal:**
    - The Dragon was housed appropriately & in a timely fashion with proper lighting & heating for a Bearded Dragon.
    - The Dragon was not housed in an enclosure with any other dragon.
    - The Dragon was not housed in an enclosure with Sand or other kinds of Loose Substrate.
    - The Dragon has not been fed any food item that is not included in The Pale Dragon's Feeding Guide (as can be found on their website).
- **Return Period:** The Buyer has 7 days to arrange suitable shipping or return dates with TPD.
  - TPD will only accept returns shipped using Ship Your Reptiles with FedEx Priority Overnight on Tuesdays & Wednesdays. Buyer agrees to observe any recommendations or warnings posted by Ship Your Reptiles regarding the safety of shipping at any given time.
  - This timeline does not begin until the FRR resolution has been accepted by both TPD & the Buyer.
- **Non-Return Compensation (NRC):** If Buyer refuses to return the animal, TPD is not obligated to refund the full amount, but may offer a partial refund depending on the value of the animal received & nature of the claim.

## Guarantees

### Payments, Deposits and Refunds

- TPD Reserves the right to refuse a sale for any reason that may suggest the Buyer is unfit to appropriately care for the animal.
- Payment to TPD is due in full prior to shipping or delivery.
- Invoices are due within 48 hours of receipt, unless otherwise stated on the Invoice Due Date.

- While within the 48-hr or otherwise stated period, TPD guarantees that the animal on the invoice will be held for the Buyer pending payment and will not be sold to any other buyer during that time.
- If Invoice is not paid by the Due Date stated on the Invoice, TPD is not obligated to continue holding the animal and may cancel the invoice and remove the guaranteed hold.
- Deposits are non-refundable if Buyer backs out of a deal.
  - If TPD backs out of a deal that the Buyer has paid money into, then TPD will return 100% of the money, including any portion labelled as non-refundable.
- If TPD fails to ship or deliver the order for more than 7 days after full payment has been received without communicating cause for delays (e.g., weather conditions), then TPD forfeits all rights to any non-refundable portions and is obligated to return a 100% refund if/when the Buyer requests it.
- TPD Guarantees a 100% return of agreed upon FRR once animal has been successfully delivered back to TPD.

#### Animal Attributes

- TPD guarantees that the animal being delivered is exactly the one presented to and agreed upon with the Buyer.
  - If TPD ships the wrong animal as proven by the Buyer, they are responsible for FRR if they cannot exchange the wrong animal for the original animal.
  - Claim Period is 4 hours.
- TPD guarantees accurate genetic information on all animals sold.
  - Buyer bears a responsibility to know and recognize traits they intend to purchase, including asking for more pictures and lineage information as needed.
  - TPD is not obligated to accept claims or provide FRR & Buyer accepts that it is their responsibility to investigate and confirm advertised traits if they feel there are discrepancies prior to purchasing the animal.
- TPD guarantees the sex of the animal being delivered, unless clearly stated that the sex is unknown or not certain (probable).
  - If TPD ships a wrongly sexed animal as proven by the Buyer, then TPD is responsible for FRR.
  - Claim Period is 4 hours.

#### Animal Health

- TPD guarantees the animal was shipped out or delivered to the Buyer in a healthy state.
  - TPD guarantees that the animal was shipped according to all Ship Your Reptiles recommendations and FedEx's rules & regulations.
  - TPD is responsible for shipping delays & mishaps when shipping contrary to any recommendations or notices made by Ship Your Reptiles.
  - Buyer acknowledges that there is risk involved in shipping. If an animal dies or is lost due to an unforeseeable shipping mishap where all notices were observed to prevent such mishaps, TPD will provide a 50% refund including cost of the animal and shipping.
    - This does not include issues caused by the buyer (e.g., wrong address given, door not answered when delivery is attempted, etc.).
  - If an animal dies or is lost due to TPD's negligence in shipping, then TPD is responsible for FRR.
- If the animal is substantially sick or injured as proven by the Buyer (with photos and videos, as needed) and the Buyer was not already made aware of any potential health concerns prior to purchase, then TPD is responsible for FRR.
  - Photos and/or video that clearly demonstrates the undisclosed health concern involved should be included with the claim or provided if requested by TPD.
- TPD is not responsible for animal temperament.