

TERMS OF SERVICE

Acceptance of Terms

By accessing, viewing or ordering from the NobEssence web site (www.nobessence.com), owned and operated by NobEssence, Inc., you acknowledge that you have read and understood these Terms of Service. These terms can be modified by us at any time without notice.

Age and Consent

By accessing, viewing or ordering from www.nobessence.com, you acknowledge the following:

1. That you are 18 years of age or older.
2. That the services you access, the information you view, and the products you order are not in any way unlawful in your state, province, country, municipality, or other jurisdiction.
3. That you consent to view sexually explicit material.
4. That, by consenting to view sexually explicit material, you waive any future right to take legal action against NobEssence or its affiliates based on your accessing this material.
5. That you agree not to distribute information you receive from the NobEssence web site to those under the age of 18 or those who would be violating the law by accessing such material in their jurisdiction.

Appropriate Use of Information & Products

None of the products, services or information sold or distributed through www.nobessence.com are intended for use without appropriate health and safety knowledge on the part of the user. While we may occasionally provide suggestions for how to use our products more safely, it is the user's responsibility to ensure that they are not used in any way that could prove harmful to the user or to others.

None of the information provided on the www.nobessence.com web site is intended to replace consultation with a lawyer or with a physician, mental health professional or other health care provider.

Limitation of Liability

You expressly agree that NobEssence shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages resulting from your use of this web site or our any items sold herein (www.nobessence.com) in any way.

Privacy Policy

Due to the nature of the products we sell, and because we believe that privacy and trust are essential to good business, we have a strict privacy policy. Here it is. If you have any questions or concerns about it, do not hesitate to contact us at info@nobessence.com. This privacy policy applies to all information collected by NobEssence, whether via the Internet or otherwise.

We do not share, rent, sell or trade any personal information with any outside organization. We do not rent our mailing list, either paper or electronic, nor do we allow others access to it for any reason. Any information given to NobEssence is used only for the specific purposes for which you supply it to us.

We do not "spam," or send unsolicited email advertisements. We may send a weekly email newsletter, which is strictly opt-in. If you are receiving it, and wish to be removed, write to "remove@nobessence.com" and you will be taken off; if that doesn't work for any reason, write to "info@nobessence.com" and a staff member will remove you manually.

If you contact us by email, we'll usually reply by email. Please only send us email from the account to which you wish to receive the reply. To avoid harassment and inadvertent spam, we do not reply to addresses that are only mentioned in the body of emails.

If you charge your order, our charge will appear on your credit card bill with the company name "PayPal NOBESSENCEI".

We do not do any telephone solicitations, nor do we share, rent, sell or trade telephone numbers. We will only call you if we have a question or problem about your order. If you are not available when we call, we will be as discreet as possible in leaving any message; we will only say that NE Distribution is calling with a question or problem about your order.

We may contact the holder of a credit card used on an order at the billing address or telephone numbers supplied, or at those supplied by the credit card holder's bank, to verify the legitimacy of an order.

All orders are shipped with a receipt which indicates the name and address of the purchaser. If you mark the order as a gift and send it directly to the gift recipient, we will instead enclose a packing slip which also indicates the name and address of the purchaser but does not list product prices; the



receipt with full pricing information will be sent you at the billing address. If you mark a package as a gift but send it to yourself at your billing address both receipts may be in the box. On all international Expedited orders, a receipt for the shipping is sent to the billing address, even if the shipment is mailed elsewhere.

We may place cookies in your browser. The functions of these cookies are to keep track of your shopping cart and to analyze the path that users take through our site, so that we can constantly improve our site navigation system. No personal information is placed in it. You do not have to accept these cookies to use our site. You do need to accept these cookies to use our on-line shopping cart system. You do not need use our on-line shopping cart system to order; we accept orders by telephone, paper mail and email as well as over the Web.

We log the IP address of access to our web site. This information is used for general performance monitoring and analysis, and in rare cases to track down the source of abuses of our site.

We retain records of orders, including customer addresses and payment information, to permit resolution of disputes and questions, and to provide accounting records. These records are kept confidential, and are not shared with any other outside party except as required by law, to resolve billing and credit card disputes, or when authorized by the customer whose records they are.

Any paperwork containing customer names, addresses, or other information is destroyed before being disposed of. In the normal course of business, we do supply limited customer information to outside vendors. For example, in order to ship via the United States Postal Service or United Parcel Service, we have to give them your address; similarly, in order to place a charge on your credit card, we have to give the credit card number to our credit card processing company. We also have to give your name and address to any vendor who is drop-shipping your order directly to you. We do not give these vendors any more information than is required to complete the actual business purpose at hand.

All shipments sent to addresses in the United States are packaged in generic wrapping, without an indication on the outside of the parcel as to what the contents are. The return address on the packages is:

NE Distribution
P O Box 36251
San Jose, CA 95158

Shipments sent to international addresses (those outside of the United States) have the legally-required customs tags. We use generic, not-sexually-related descriptions on these tags ("sculpture"). Note that customs officials of any country are authorized to, and sometimes do, open any package and inspect the contents. We cannot accept responsibility for any orders confiscated or seized by foreign customs or governments, and all import duties, tariffs and taxes are the responsibility of the person placing the order.

While the Market and Product feedback you voluntarily provide is owned by NobEssence and may be used in whole or in part for business purposes, your identity in connection to such data will be segregated and protected from disclosure. Please feel free to contact us if you have any questions or concerns about our privacy policies.

Return Policy

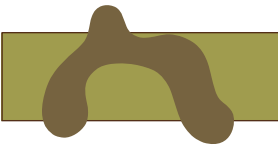
We hope that everything you get from NobEssence is something that you will treasure forever ... but sometimes things go wrong. Here is our return policy. Please feel free to contact us at service@nobessence.com if you have any questions.

General Policy

- All returns must be authorized by NobEssence before the products are returned to us. Returns without a return authorization may be refused by us.
- All products must be returned in clean, well-sealed, sanitary condition; uncleaned products of any kind will not be replaced or credited.
- Orders which are refused, or which are returned to us undelivered when shipped to the customer-supplied shipping address, will be eligible to receive a refund of item cost but not shipping charges.
- Because we cannot resell most of our products once they are shipped from us, even if the packaging is unopened, we are unable to do exchanges. All exchanges are treated as a return (per the above policy) and a replacement order.

Defective Returns

- If any item we sell should fail due to manufacturer defects ("Defective Return") within 30-days after receipt under normal use, we'll repair or replace it (at our option); if we can't do either, we'll issue you a refund for the purchase price. For authorized returns, we will pay for the shipping, both to return the product to us and to return it to you (Priority Mail, UPS Ground or equivalent). Please note that wood is a natural product and it will continue to change in shape over time – these changes, though unlikely, can sometimes compromise



the coating. Our manufacturer defect warranty does not apply to size differences that are within our sizing standards (see sizing standards) or post-sale natural changes that affect the coating after the initial 30-day period. Please consider purchasing an extended warranty for coverage beyond the initial 30-day period.

- NobEssence sculptures are intended to last lifetimes, but we understand that accidents happen. If an item is damaged due to misuse, abuse, or accidental damage, we'll be happy to work with you to repair or replace it, although we may have to charge a service fee or charge for repair or replacement of the item. You are responsible for shipping charges to return the item. Please ship via an insured method; we are not responsible for returns lost on the way back to us. Please consider purchasing an extended warranty for coverage beyond the initial 30-day period.

Satisfaction Returns

- With limited exceptions (noted in product descriptions), NobEssence products are NOT eligible for satisfaction returns; please read the descriptions carefully before ordering; if returned as defective (see above); we will repair or replace the item, at our discretion. If we cannot repair or replace the item, we will replace with a like item or issue a refund for the purchase price of the item.
- Special note on packages, combination deals, and special sale prices: Many packages, combination deals and sale prices require that a group of items be bought. If one of the items is returned such that the package, combination deal or sale no longer applies, the overall cost of the order will be adjusted appropriately, and any additional amount due will be deducted from the credit issued to the customer.
- Please contact us at service@nobessence.com if you have any questions about a product, or wish to arrange a return.

PRODUCTS

Sizing Standards

The length of a toy is always the maximum insertable length of the toy (not including a base, flange, or flare at the bottom). The width of the toy is the maximum width of the toy in the insertable portion.

Sizes can vary by as much as 1/4" from the nominal size, in both the width and the length. If size is very critical in these toys, it's a good idea to get a toy 1/2" smaller than your absolute maximum size.

Toys that are within those size tolerances won't be accepted by as defective for being off-size.

Appropriate Use of Information & Products

None of the products, services or information sold or by NobEssence are intended for use without appropriate health and safety knowledge on the part of the user. While we may occasionally provide suggestions for how to use our products more safely, it is the user's responsibility to ensure that they are not used in any way that could prove harmful to the user or to others. Please use reasonable care to inspect your sculpture for damage and use common sense when using NobEssence items in any way.

None of the information provided by NobEssence is intended to replace consultation with a lawyer or with a physician, mental health professional or other health care provider.

Limitation of Liability

Every effort has been made to ensure the quality of your sculpture. NobEssence shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages resulting from your use of any items sold by NobEssence, Inc. (www.nobessence.com). Please use reasonable care to inspect your sculpture for damage and use common sense when using NobEssence items in any way.

ORDERING & PAYMENT

Web Ordering

Our on-line ordering system is the fastest and most convenient way to order from us.

The system is based on a "shopping cart" of products. To add a product to your shopping cart, just click on the 'Wood Type' button and then the 'Add to cart' button: this will put it in your shopping cart. You can add and remove items from your shopping cart at any time. The system will automatically adjust the shipping and handling, and sales tax, as you add and remove items.

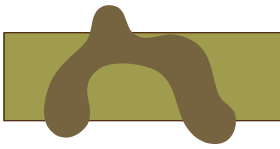
When you are ready to place your order, just click on the appropriate button on the shopping cart page, and the system will step you through the questions needed to place your order. You can enter your credit card into a secure server.

Non-web Ordering

We are not able to accept phone orders at this time.

Please contact one of our many respected re-sale partners to buy in-person or by phone.

Please see: www.nobessence.com/wheretobuy.htm



Pricing

While we make every effort to ensure that all of the prices on our site are accurate, sometimes pricing mistakes might occur. Price and availability are subject to change without notice. Prices are not final until the order is shipped.

Payment

For orders shipped to the United States, we accept VISA, MasterCard, American Express, PayPal and Discover Card.

For other order payment types (e.g. money orders, and personal and company checks etc.), please contact one of our respected re-sale partners. Please see:

www.nobessence.com/wheretobuy.htm

Orders billed to any credit card must include the correct billing address for the credit card, even if the order is being shipped elsewhere.

Sorry, we cannot ship COD. We cannot accept orders for delayed payment ("please don't run my credit card until this date"); if this is a concern, please wait until we can process your payment to place the order.

Applicable Taxes

We must charge local sales tax on all orders shipped to California addresses; the on-line order system adds it on for you. California sales tax is not charged on shipping.

Note to foreign customers: You may have to pay import duties and or other charges (including GST/VAT) on your purchases. These are assessed and charged by your government's customs authorities, not by us, and those charges are not included in the prices shown.

Order Cancellation Policy

If an order has not yet entered the shipping process (which begins when we release an order to our dispatchers), it may be cancelled with no penalty. We may charge a 15% restocking fee for cancellations of special-order items, even if they have not yet entered the shipping process.

Once an order has entered the shipping process, we will attempt to cancel it, but we cannot guarantee that we can intercept the order before it ships. If we do intercept the order, we will cancel it with no penalty except as noted above. If an order has been shipped, returns are eligible to receive a refund of item cost but not shipping charges.

How do discounts and sales work?

We have sales from time to time -- some sales apply to just about everything we carry, and some apply only to certain types of products.

All discounts and sales are subject to the following limitations:

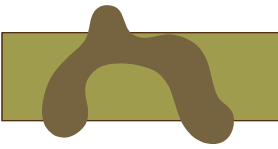
- Clearance items are already discounted. They do not qualify for additional sale discounts.
- Some products may be excluded from specific sales. Gift certificates are always excluded from all sale discounts.
- Discounts do not apply to items regularly priced under \$10. If an item is \$10 or more, the minimum sale price is \$10 or the discounted price under the terms of the sale, whichever is more.
- If multiple discounts or sales prices apply to an item, only the highest one will apply. Discounts and sale prices will not be combined.
- Sales based on the value of an order refer to product value only. Shipping and handling fees do not count toward qualifying for the purchase total to receive a discount.
- Sales prices are not retroactive to previously placed orders. Some sales require a minimum purchase. Some items do not count towards the minimum purchase requirements for sales:
 - Gift certificates.
 - Drop-shipped and free-shipping items .

Special note on packages, combination deals, and special sale prices: Many packages, combination deals and sale prices require that a group of items be bought. If one of the items is returned such that the package, combination deal or sale no longer applies, the overall cost of the order will be adjusted appropriately, and any additional amount due will be deducted from the refund issued to the customer.

SHIPPING

Hotel (or other Temporary Location)

Orders to hotels or other temporary locations must be verified by phone. Once the order is placed, please contact us to verify the order. If an order to a temporary address is returned, we will have to strictly enforce our **returned-order** policy.



Special Delivery Concerns

– e.g. Leave at Door

If you have special delivery concerns such as, “do not leave with neighbor”, etc... in most cases we will be happy to note it on the package, however, the delivery person makes the final decision about whether or not to leave a package. (We can only handle delivery notes of 28 characters or less.) Each carrier has their own policies and we must abide by them. High value packages will always require a signature for release. Other packages may also require signature. Please contact us before ordering if you have any concern about your ability to sign for a package or any other special addressing or delivery concerns.

Time & Prices (U.S.)

We ship all orders as fast as we possibly can. Due to back-orders, items can occasionally run out of stock and become backordered.

We offer three types of shipping within the U.S.: **Standard**, **Expedited** (2nd day shipping service), and **Express** (next day shipping service). Alaska and Hawaii have higher rates for all types of shipping and have their own price chart below. Note that all orders are processed Monday through Friday, first-come, first-served within our dispatch facility; faster shipping gets the order to you faster once it leaves us. Express and Expedited orders will not be delivered on Saturday or Sunday. Express orders will arrive one working day after the day we ship. Expedited orders will arrive two working days after the day we ship. Standard shipping times vary greatly depending on carrier and distance from us to you, but most Standard shipments are delivered within 3-7 days after the shipment leaves our warehouse.

Shipping to Lower 48 States:

Product Total	Standard	Expedited	Express
up to \$149.99	\$15.00	\$25.00	\$50.00
\$150.00 to \$299.99	\$15.00	\$30.00	\$60.00
\$300.00 to \$499.99	\$15.00	\$45.00	\$78.00
\$500.00 or more	\$20.00	\$55.00	\$88.00

Please contact us at info@nobessence.com for delivery prices and details for orders going to APO/FPO Boxes and U.S. Territories and Possessions (Puerto Rico, American Samoa, Federated States of Micronesia, Guam, Marshall Islands,

Commonwealth of the Northern Mariana Islands, Republic of Palau, and the U.S. Virgin Islands).

What are your shipping times and prices outside the U.S.?

Please note that, while everything that NobEssence sells is legal to sell in the U.S., foreign governments and customs authorities can have different, and sometimes arbitrary, ideas of what is legal to import. We cannot accept responsibility for any orders confiscated or seized by foreign customs or governments, and all import duties, tariffs and taxes are the responsibility of the customer. Please contact us at info@nobessence.com if you have any questions. International shipments go out only once a week due to the extra paperwork required for all international shipments. All delivery times are from the time the merchandise leaves us, and are (highly) approximate. We cannot be held responsible for the acts or omissions of any government, up to and including seizure of your shipment.

Are there any other shipping charges I should know about?

Please be sure that your shipping address is correct. We may have to charge you for returned or redirected shipments, or changed addresses, if the carrier charges us. Orders which are refused, or which are returned to us undelivered when shipped to the customer-supplied shipping address, are eligible to receive a refund of item cost but not shipping charges.

How soon can I expect my order to arrive?

We ship all orders as fast as we possibly can, but products can occasionally become back-ordered. If you have any questions about your order, please feel free to contact us at service@nobessence.com.

For domestic orders, if we choose to make a partial shipment of your order due to a back-order, we will not charge you shipping when we ship the remainder of the order. When this happens, Expedited or Express shipments are only shipped Expedited or Express for their first shipment; subsequent portions go via Standard shipment means. You may contact us to pay for Expedited or Express shipping on the remaining items on a partially shipped order if you wish.

If your order must arrive by a particular date, please let us know, and we'll do our best to accommodate it. We cannot guarantee delivery by a particular date, even with expedited service.