

RETURN POLICY

You have the right to return products purchased on www.silentpanda.com (the “Website”) by notifying SILENT PANDA Corporation (the “Vendor”) within twenty (20) days from the day you receive the products.

Once you have exercised your right of return in accordance with the procedures set forth below, the products to be returned must be handed over to the courier in one single shipment within twenty (20) days of from the day you receive the products.

1. Return Conditions

The Vendor only accepts returns of merchandise within the time frames set forth above, and will reimburse the purchase price of the products (minus shipping fees, as applicable) only if the following conditions have been met:

The products have not been used, worn or washed and are in the same conditions in which they were received;

The identification tag (with the disposable seal) and labels are still attached to the products;

The products are returned in their original packaging; and

The products are not damaged.

You cannot return customized or personalized products, or sealed items that were opened after delivery and that cannot be returned due to health or hygiene reasons (e.g., cosmetics). Final sales items, swimwear, undergarments, and jewelry cannot be returned.

2. Return Procedures

You can inform the Vendor of your intention to return merchandise by completing and submitting the [Return Form](#) to the Vendor through the Customer Care area of the Website. The Vendor will send you an email confirming that they have received the completed Return Form.

The Vendor recommends you use the courier UPS (www.ups.com) for returning products, as packages sent by UPS are trackable. If you use UPS and the pre-printed label – which includes the return address – provided within the original shipment, you will not be required pay the return shipment costs upfront. The Vendor will pay the

courier on your behalf and will deduct from your refund a fee according to Section 3. You should contact UPS to schedule your return shipment.

If you prefer to send the returned merchandise with a courier of your choice other than UPS, you may do so at your expense and at your own risk.

3. Acceptance or Rejection

If the return conditions are met, you will receive an email confirming that the return has been accepted and the Vendor will refund the purchase price of the returned merchandise (minus shipping fees, as applicable). If you use UPS and the pre-printed label a return fee of \$6 applies to every return and will be deducted from your refund. For Canadian residents: if you use UPS and the pre-printed label, a \$5 restocking fee applies to every returned item and will be deducted from your refund.

You will be notified if the returned products cannot be accepted because they do not satisfy the conditions indicated above. In such event, your merchandise will be shipped back to you. If you refuse said delivery, the Vendor reserves the right to retain the products and the amount paid for the purchase of the products.

4. Refund Times and Procedures

Refunds are processed within approximately between three (3) to seven (7) business days of our receipt of the returned merchandise and confirmation that the return conditions have been satisfied. Your refund will be credited back using the same payment method used to make the original purchase on the Website.

Refund times depend on the payment method originally used:

Credit/debit card: refund times will depend on the credit or debit card company's policies, but will normally take place within two billing cycles.

PayPal (where available): refunds will be credited to your PayPal account and will be visible immediately. The date of reimbursement to the credit card associated with your PayPal account depends on the company that issued the card.

5. Return of Damaged, Defective or Incorrect Products

You have the right to return products purchased on the Website due to an error on our part or because product(s) are damaged or defective, provided that you notify the Vendor within twenty (20) days of receipt of the product(s), by completing and submitting a Return Form through the Customer Care area of the Website. Please contact the Customer Care before returning the products. If you contact the Customer Care and use the pre-printed label, you will not be required pay the return shipment costs. You must return the product(s) by mail in the same condition in which they were received, unused, unworn and unwashed, in their original packaging and with their identification tag attached with the disposable seal.

The Vendor will examine the returned product(s) to determine whether they are damaged, defective or incorrect, and will inform you by email within a reasonable period of time of whether the Vendor will accept the returned product(s) and refund their price.

If accepted by the Vendor, damaged, defective or incorrect product(s) will be refunded in full to your original method of payment, including applicable taxes and delivery shipping cost.

In the event that the Vendor finds no damage, defect or error with the returned product(s), you will be notified that the refund will not be processed, and your merchandise will be shipped back to you. If you refuse said delivery the Vendor reserves the right to retain the product(s) and the amount paid for the purchase of the product(s).

6. Identification Tag and Shoe Boxes

All products sold by the Vendor include an identification tag attached with a disposable seal, which constitutes an integral part of the product. Please try on the products without removing the tag or seal. Products returned without the tag and seal will not be accepted.

Footwear must be returned with its shoe box in original condition. Please do not affix the return label on the original shoe box.

7. Limitation of Liability

THE VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE PRODUCTS INCLUDED ON THE WEBSITE OR AS THE MERCHANDISE BEING SOLD TO YOU. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE VENDOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND

NON-INFRINGEMENT, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE MERCHANDISE CONTAINED ON OUR ORDER CONFIRMATION. THE VENDOR WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE PRODUCTS, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOSS OF PROFIT, REVENUE, OPPORTUNITY, OR DATA. THE ABILITY TO SEEK PUNITIVE DAMAGES OR THE ABILITY TO SEEK CONSEQUENTIAL DAMAGES IN INSTANCES OF INJURY TO THE PERSON IN THE CASE OF CONSUMER GOODS.

NOTWITHSTANDING THE FOREGOING, IN THE EVENT THAT THE VENDOR IS FOUND LIABLE IN RESPECT OF ANY LOSS, DAMAGE OR CAUSE OF ACTION (WHETHER CONTRACTUAL, EXTRA-CONTRACTUAL OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH ANY PRODUCT, THE VENDOR'S LIABILITY SHALL BE STRICTLY LIMITED TO THE SALE PRICE OF THAT PRODUCT.

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 MIGHT HAVE ADDITIONAL RIGHTS.

8. Governing Law and Dispute Resolution

These terms are an integral part of the General Terms and Conditions of Sale and are governed by California law. All legal proceedings arising out of or in connection with this Return Policy shall be brought solely in the City of San Francisco, State of California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any purchase or sale hereunder.

9. Amendments and Updates

The Vendor may amend or update all or any part of this Return Policy at any time in its sole discretion and without notice. Any amendments and updates to the Return Policy shall be effective upon publication on the Website. Please access the Return Policy on the Website regularly in order to check whether the Return Policy has been updated. If any provision of any part of this Return Policy shall be deemed invalid, void or unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining Return Policy.