

Vita Coco

Conditions of Use / Terms of Service

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RISK OF LOSS

All purchases of physical items from AMI are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

RETURNS, REFUNDS AND TITLE

AMI does not take title to returned items until the item arrives at our fulfillment center. At our discretion, a refund may be issued without requiring a return. In this situation, AMI does not take title to the refunded item.

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PRICING & SETTLEMENT

"List Price" means the suggested retail price of a product as provided by a manufacturer, supplier, or seller. We regularly check List Prices against prices recently found on Amazon.com and other retailers. Certain products may have a "Was Price" displayed, which is determined using recent price history of the product.

With respect to items sold by shop.vitacoco.com, we cannot confirm the price of an item you ordered until you order. Despite our best efforts, a small number of the items in our catalog may be mispriced. If the correct price of an item sold by shop.vitacoco.com is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation.

Sometimes when we lower prices as part of a promotion, other retailers will decrease their own prices in response. As a result, we may decrease our price during the promotion, and after the promotion our price may be the same or even lower than the original promotional price in order to offer you consistently low prices.

This price may differ from the price shown for the item when you first placed it in your cart. Placing an item in your cart doesn't reserve the price shown at that time. It is also possible that an item's price may decrease between the time you place it in your cart and the time you purchase it.

We generally charge your credit card upon order, but reserve the right to delay settlement until fulfillment.

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There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court would (including injunctive and declaratory relief or statutory damages), and must follow these Terms and Conditions in doing so.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent: Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808 . The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. AMI will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions. Unless otherwise agreed, any in-person arbitration shall be held at a mutually agreed upon location in the City and State of New York.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, **we each waive any right to a jury trial.** We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

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OUR ADDRESS

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