

Terms and Conditions of Sale

PURCHASE

You must be eighteen (18) years of age or over to purchase a gecko from Gecko Zone, LLC (hereinafter, "Gecko Zone"). If you are under eighteen (18) years of age, then you will be required to have your parent or legal guardian conduct the transaction and purchase the gecko.

All sales are final, and by purchasing an animal from Gecko Zone you expressly agree to the terms and conditions of sale as set forth herein.

PAYMENT

All orders must be paid in full prior to shipment, and payment by check, including cashiers check, will only be considered paid once it has been cleared in the accounts of both the issuing and receiving financial institutions.

Payment plans are welcome on orders totaling two hundred dollars (\$200.00) or more with a deposit of at least twenty five percent (25%) down and the balance paid in within thirty (30) days. No reservations or holds on a particular gecko will be made without payment of at least the minimum deposit.

All deposits are non-refundable, but may be applied to another gecko of your choice, so long as your selection of another gecko takes place within thirty (30) days of payment of your initial deposit, and the new purchase is the same value or greater.

Time is of the essence. If payment in full is not received within the said thirty (30) day period, then all deposits will be forfeited.

SHIPPING

At this time, Gecko Zone ships to addresses in the continental United States only. No P.O. Boxes. Actual shipping costs will be calculated and agreed upon prior to shipment.

Local in-person pickups are available upon request.

Geckos will not be guaranteed for live arrival if no one is available to personally receive delivery of the package. Violation of this requirement automatically voids the said seven (7) day live guarantee set forth hereinbelow. No exceptions.

LIVE GUARANTEE

Gecko Zone offers a seven (7) day live guarantee on our geckos. Purchaser must be present to receive package at the shipping address provided to us.

Once the animal is received in good health by the new owner it is up to him or her to provide proper care, including humidity, temperature, food, water, etc. If for any reason the gecko does not survive for seven (7) days from the date of shipping, definitive photographic evidence will be required within twenty-four (24) hours via email, including the enclosure that the animal was kept in. If Gecko Zone, in its sole discretion, determines that the care provided by the purchaser was adequate, a refund will be issued promptly.

JURISDICTION AND GOVERNING LAW

All aspects of any transaction between Gecko Zone and the purchaser shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, and any and all actions or litigation pertaining to such a transaction shall be brought solely in the Court of Common Pleas of Carbon County, or if based on federal law, in the U.S. District Court for the Middle District of Pennsylvania.

INDEMNIFICATION AND DISCLAIMER OF LIABILITY

Purchaser understands and agrees that he or she is solely responsible for his or her gecko, and that Gecko Zone, its principals, employees, agents and representatives disclaim any and all liability for any and all direct and/or third-party claims, liabilities, losses, damages, or expenses resulting from Purchaser's transaction with Gecko Zone. Purchaser hereby expressly agrees to indemnify and hold Gecko Zone, its principals, employees, agents and representatives harmless from and against any and all such claims, liabilities, losses, damages and/or expenses.

REVISED 10/2018