

Swanson Christian Products

Terms and Conditions

1200 Park Avenue, Murfreesboro, Tennessee 37129 | Phone: 615.896.4114 | Orders: 800.251.1402 | Fax Orders: 866.431.1313

Website: swansoninc.com | Customer Questions: 1-800-251-1402

Effective / Last Updated: September 10, 2026

IMPORTANT: PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, A TENNESSEE GOVERNING-LAW AND FORUM PROVISION, A JURY-TRIAL WAIVER, AND OTHER TERMS THAT AFFECT LEGAL RIGHTS.

These Terms and Conditions ("Terms") govern (a) access to and use of swansoninc.com and any related webpages, online ordering functions, accounts, content, and services operated by Swanson Christian Products (collectively, the "Site"), and (b) purchases of goods from Swanson Christian Products by website, telephone, fax, email, purchase order, or other accepted channel.

By clicking an acceptance box or button, creating or using an account, submitting an order, or otherwise using the Site after these Terms are presented or made available, you agree to these Terms. If you act for a business or other organization, you represent that you have authority to bind it. If you do not agree, do not use the Site or submit an order. Certain provisions apply specifically to wholesale/Business Customers and are identified as such. Rights that cannot lawfully be waived remain unaffected.

1. Parties; Definitions

These Terms are entered into between you and Swanson Inc., dba Swanson Christian Products a Tennessee corporation ("Swanson," "we," "us," or "our").

- **"Customer," "you," and "your"** mean the person or entity accessing the Site or purchasing goods from Swanson.
- **"Products"** means the merchandise, goods, and items Swanson offers for sale, whether described in these Terms as "goods," "merchandise," "items," or "Products"; those terms are used interchangeably throughout to refer to the same subject matter.
- **"Consumer"** means an individual Customer who purchases Products primarily for personal, family, or household purposes.
- **"Business Customer"** means a Customer purchasing for resale, wholesale distribution, or other business, church, school, or organizational use, rather than primarily for personal, family, or household purposes.

2. Scope; Order of Precedence; Changes

These Terms apply to all Site use and all orders accepted by Swanson. A written agreement signed by an authorized Swanson representative controls over conflicting provisions of these Terms. Otherwise, these Terms control over any inconsistent or additional terms in a Customer purchase order, vendor portal, acknowledgment, email, invoice instruction, or other Customer document, and Swanson rejects those additional or inconsistent terms.

Swanson may revise these Terms prospectively. The version presented or made available when an order is submitted governs that order unless the parties agree otherwise in writing. For ongoing Site use, revised Terms apply after posting or other legally sufficient notice. Material changes will not retroactively alter an already accepted order unless required by law or agreed by the parties.

3. Eligibility, Accounts, and Security

- You must be legally capable of entering into a binding contract. Business users represent that they are authorized to act for the identified business.
- You must provide accurate, current, and complete account, ordering, tax-exemption, billing, shipping, and credit information and promptly update it when it changes.

- You are responsible for safeguarding usernames, passwords, and other credentials and for activity conducted through your account to the extent permitted by law. Notify Swanson promptly of suspected unauthorized access or use.
- Swanson may require identity, payment, tax, resale, credit, fraud-prevention, or other reasonable verification before accepting or shipping an order and may suspend or terminate access for suspected fraud, security threats, nonpayment, or material breach.
- The Site is not directed to children under 13, and Swanson does not knowingly collect personal information from children under 13. If Swanson obtains actual knowledge that it has collected personal information from a child under 13 without the verifiable parental consent required under the Children's Online Privacy Protection Act (COPPA), Swanson will promptly delete that information. A parent or guardian who believes a child has provided personal information to Swanson without consent may contact Swanson's privacy contact directly, or see Section 37 for full contact details.

4. Product Information, Pricing, Availability, and Errors

All prices are in U.S. dollars. Catalog and Site prices are suggested retail prices unless expressly identified otherwise. Prices, discounts, specifications, packaging, promotions, and availability may change without notice before Swanson accepts an order. Product colors and appearance may vary from photographs, displays, and print reproduction.

References to Swanson's printed or digital catalogs are for illustration and convenience. Catalog images, pricing, availability, and discount schedules are informational only; the prices, discounts, availability, and specifications in effect on the Site, or as confirmed in a current quote at the time of order, control over any conflicting catalog content unless Swanson expressly agrees otherwise in writing.

Swanson attempts to describe products and prices accurately but does not warrant that Site or catalog content is error-free. If a material pricing, description, quantity, availability, or other error affects an order, Swanson may correct the error and, before shipment, cancel the affected item or order or offer the Customer the opportunity to proceed on corrected terms. If Swanson cancels an item after collecting payment, Swanson will refund the amount collected for the canceled item.

5. Wholesale Discounts and Pack Quantities

- The normal wholesale discount is 50% off list price unless a "C" or "NET" follows the price. "C" indicates a different wholesale discount percentage stated immediately after it (for example, "C=40%" means a 40% wholesale discount rather than the standard 50%). "NET" indicates the item is sold at the stated price with no additional wholesale discount applied.
- Many items are packaged in set quantities. The wholesale unit price multiplied by the pack quantity equals the wholesale package price.
- Items must be ordered in multiples of the indicated pack quantity. If no pack quantity is shown, the pack quantity is one (1). Orders below or between required pack quantities may be increased to the next full pack quantity.

6. Quantity Discounts

The following quantity discounts are not available on closeout products or running specials:

- Hospitality poly ties and Freeman silk ties: 55% discount for 50-99 assorted ties; 60% for 100 or more assorted ties.
- Caps/hats: 55% discount for 25-49 assorted hats; 60% for 50 or more assorted hats.
- Canvas/PVC and faux leather Bible covers: 55% discount for 50-149 assorted Bible covers; 60% for 150 or more assorted Bible covers.

7. Minimum Orders

- First-time orders require a \$100 wholesale minimum.

- A \$15.00 minimum-order fee applies to orders under \$50.00 net.

8. Orders; Acceptance; Cancellation

An order is an offer to purchase. Swanson may accept, reject, limit, hold, or cancel an order before acceptance for legitimate business reasons, including product unavailability, pricing or data errors, suspected fraud, credit concerns, legal or compliance restrictions, or violation of these Terms. An automated acknowledgment confirms receipt, not acceptance. Unless Swanson states otherwise, acceptance occurs when Swanson ships the goods or sends an express acceptance.

Customer-requested changes or cancellations are effective only if Swanson confirms them before the affected goods enter processing or production. Custom orders are subject to Section 12 and generally cannot be canceled once production or procurement begins.

9. Payment; Taxes; Credit; Collection

Customer must pay all charges in the currency and by the payment method accepted by Swanson. Accepted payment methods include company check, Visa, MasterCard, wire transfer, and approved open-account terms; accepted methods may vary by order channel and are confirmed at checkout or by Customer Service. Customer authorizes Swanson and its payment processors to charge the payment method provided for accepted orders, shipping, handling, taxes, fees, and other disclosed amounts.

Unless Swanson has accepted a valid exemption certificate, Customer is responsible for applicable sales, use, excise, value-added, customs, and similar transaction taxes and governmental charges, excluding taxes based on Swanson's net income. A Business Customer claiming a sales/use tax exemption or wholesale/resale pricing must provide a valid, current resale or exemption certificate for the applicable jurisdiction before the exemption or wholesale terms are applied to an order. If a certificate is missing, invalid, expired, or rejected by the relevant taxing authority, Swanson may charge applicable tax and/or standard pricing until a valid certificate is on file.

A signed and completed credit application must be on file before an open account will be considered. Credit applications ordinarily take 6-8 weeks to process.

Open accounts may be evaluated using supplied references, industry credit reports, and financial statements. First orders must be prepaid by cashier's or certified check, credit card, or wire transfer (plus applicable fees), together with actual shipping and handling charges. Approved open accounts are net 30 days. All orders on terms remain subject to Credit Department approval.

Past-due accounts are charged a service charge of 1.5% per month (18% per year) or the maximum lawful rate, whichever is lower, and the charge may be applied to a new order. To the extent permitted by law, Customer is responsible for reasonable collection costs incurred because of undisputed delinquent amounts, including reasonable attorneys' fees and court costs. Swanson may suspend shipments or credit privileges while amounts are overdue.

Customer must promptly notify Swanson of a good-faith billing dispute and cooperate to resolve it. Nothing in these Terms limits any nonwaivable right to dispute an unauthorized or erroneous payment under applicable law.

10. Shipping, Delivery, Title, and Risk of Loss

Swanson normally aims to ship stocked orders within 48 hours, but stated processing, shipping, transit, and delivery times are estimates unless Swanson expressly agrees in writing to a guaranteed date. Swanson may use UPS, FedEx, Parcel Post, freight, air freight, or another commercially reasonable method, taking Customer instructions into account.

For commercial/wholesale shipments, unless Swanson expressly agrees otherwise in writing, delivery is shipment contract/F.O.B. Swanson's shipping point: title and risk of loss pass to Customer when the goods are tendered to the carrier, subject to applicable law. The carrier's receipt and tracking records may evidence tender. Customer must file transit loss or damage claims promptly with the carrier and notify Swanson so Swanson can reasonably assist. This allocation does not waive rights that applicable consumer law makes nonwaivable.

Swanson may make partial shipments and invoice them separately. Customer is responsible for providing a complete, accurate, and deliverable shipping address and for additional carrier charges caused by Customer-provided address errors,

refusal, reconsignment, storage, liftgate, inside delivery, or similar requested services, to the extent disclosed or reasonably incurred.

A plain-language summary of Swanson's shipping practices is also posted on the Site's Shipping Policy page; that page is provided for convenience and must be read together with this Section, which controls in the event of any conflict.

11. Priority Ship and Special Freight Discounts

- Priority Ship orders must be called in before 11:00 a.m. Central Time to be processed the same business day, subject to product availability, payment/credit approval, carrier availability, and circumstances beyond Swanson's reasonable control. A \$10.00 Priority Rush fee applies.
- Special freight discounts apply only when invoices are prepaid.
- Free freight is not offered on displays, shipments outside the continental United States, or accounts in Montana, Idaho, Nevada, Utah, Arizona, Alaska, or Hawaii.
- Free-freight exclusions include overweight/oversize products such as umbrellas, communion cups, doormats, pole flags, 18-inch handle flags, and closeout items.

12. Custom and Imprinted Orders

Custom products may be available for stores, schools, businesses, and churches. Requests and artwork must be submitted by email to custom@swansoninc.com; Swanson will provide a quote before production. Custom orders cannot be placed by phone, must be prepaid, and must be confirmed by email. Unless a quote states otherwise, production quantities are subject to a 10% overrun or underrun billed or credited accordingly.

Customer represents and warrants that it owns or has all rights and permissions necessary for every name, logo, trademark, image, design, text, artwork, or other material Customer supplies or directs Swanson to use ("Customer Materials"), and that Swanson's authorized use will not infringe, misappropriate, or violate third-party rights or law. Customer grants Swanson a limited license to reproduce and use Customer Materials solely to quote, proof, manufacture, fulfill, and document the custom order.

For Business Customers only, Customer will defend, indemnify, and hold harmless Swanson and its owners, officers, employees, and agents from third-party claims, damages, judgments, and reasonable costs (including reasonable attorneys' fees) arising from Customer Materials or Customer's instructions, except to the extent caused by Swanson's unauthorized alteration or use. Swanson may reject content it reasonably believes is unlawful, infringing, deceptive, hateful, obscene, or otherwise inappropriate for production.

Customer is responsible for reviewing proofs, spelling, layout, colors, dimensions, and specifications before approval. Swanson is not responsible for errors that appear in a Customer-approved proof, except for production that materially deviates from the approved proof.

13. Inspection, Returns, Refunds, and Damaged Merchandise

Damaged or defective merchandise must be reported to Swanson within 30 days after the original sales-order ship date. This notice period is intended to facilitate commercial claims and does not eliminate any nonwaivable rights or remedies under applicable law.

All returns require prior authorization from Swanson Customer Service before shipment. Unauthorized returns may be refused. A 15% restocking fee applies to authorized overstock and non-damaged returns. Returned merchandise must be in original pack quantities, unused and resalable, and free of added stickers, labels, markings, or damage.

No credit is issued for closeout or discontinued products unless required by law or the product was shipped in error or otherwise qualifies under an express written Swanson authorization. Swanson is not responsible for return freight on items for which credit is not issued. Refunds or credits, when approved, are issued to the original payment method or account, typically within 10 business days of approval, unless otherwise agreed.

CUSTOM/IMPRINTED GOODS ARE FINAL SALE EXCEPT FOR MATERIAL MANUFACTURING DEFECTS, DAMAGE, SWANSON ERROR, OR FAILURE TO CONFORM MATERIALLY TO AN APPROVED PROOF, SUBJECT TO APPLICABLE LAW.

A plain-language Return & Refund Policy is also posted at checkout, on relevant product pages, and in order-confirmation emails; that policy must match this Section exactly, including the 30-day damage-reporting deadline, the 15% restocking fee, return-condition requirements, the authorization requirement, and who is responsible for return freight. This Section controls in the event of any conflict.

14. International Orders; Customs; Export Compliance

International invoices are in U.S. dollars and must be paid in U.S. currency. International Customers must specify the shipping method. If a freight forwarder is used, Customer must provide all information reasonably required to process the shipment. International orders require a \$500.00 net minimum.

Unless Swanson expressly agrees otherwise in writing, the Customer/importer is responsible for customs clearance, import licenses, duties, tariffs, brokerage, local taxes, product registration, labeling, and other destination-country requirements. Customer may not purchase, export, re-export, transfer, or use products in violation of applicable U.S. export controls, sanctions, embargoes, or other trade laws. Swanson may refuse or suspend a transaction when reasonably necessary for legal compliance.

15. Product Compliance, Safety, Warnings, Recalls, and Resale

Swanson uses reasonable measures intended to address applicable U.S. import and customs requirements for the Products it sells; however, Products may not satisfy every state, local, foreign, marketplace, or end-use requirement, and Swanson makes no representation that any Product satisfies a particular jurisdiction's requirements beyond what is stated on the Product or its packaging. Business Customers are responsible for determining whether Products, packaging, labeling, warnings, advertising, and resale practices comply with laws and requirements applicable where and how they resell or distribute the Products.

Customers must preserve and pass through product safety instructions, labels, warnings, and legally required notices and must not remove, obscure, alter, or misrepresent them. Customers must promptly notify Swanson of credible product-safety complaints, regulatory inquiries, recalls, or incidents involving Swanson products and reasonably cooperate with corrective actions.

If Swanson identifies a safety concern or initiates a recall, correction, or field action involving a Product, Business Customers must, upon request: (a) provide reasonably available traceability information, including purchase dates, quantities, and, if applicable, downstream distribution or sale records; (b) stop further sale or distribution of the affected Product as instructed; (c) preserve related records for the period reasonably requested; and (d) reasonably cooperate with customer notice, retrieval, or other corrective measures required by law or requested by Swanson or a governmental authority.

California Proposition 65 Notice: Some products can expose users to chemicals, including cadmium, known to the State of California to cause cancer or reproductive harm. Additional information is available at www.P65Warnings.ca.gov. Product-specific warnings, where provided, control over this general notice.

16. Authorized Resale; Marketplace and Anti-Diversion Policy

Business Customers may not divert Products outside authorized sales channels, alter or remove Product packaging, labeling, or safety information, misrepresent an affiliation with or authorization from Swanson, or use Swanson's product photography, trademarks, or descriptions on unauthorized online marketplaces without Swanson's prior written consent. Swanson may decline to sell to, or may restrict pricing or discount eligibility for, a Business Customer that Swanson reasonably determines has violated this Section, to the extent permitted by applicable law.

17. Promotional Offers

Promotional offers are subject to any additional terms stated with the offer, including eligibility, minimum-purchase, stacking, and expiration rules. Unless stated otherwise, promotional offers have no cash value; may not be combined with other offers unless expressly permitted; apply only while supplies or offer inventory last; and may be modified, suspended, or discontinued by Swanson at any time before use. Swanson may correct a pricing or promotional error and cancel or adjust an affected order as described in Section 4.

18. Site License and Intellectual Property

The Site and its text, graphics, logos, product photographs, videos, designs, catalog layouts, software, databases, compilations, and other content are owned by Swanson or its licensors and are protected by intellectual-property laws. Subject to these Terms, Swanson grants you a limited, revocable, nonexclusive, non-transferable license to access and use the Site for lawful personal use or internal business ordering.

Except as expressly authorized in writing, you may not reproduce, republish, distribute, sell, sublicense, publicly display, scrape, harvest, frame, mirror, reverse engineer, create derivative works from, or commercially exploit Site content; remove proprietary notices; use Swanson marks in metadata or advertising in a manner likely to cause confusion; or use automated means that materially burden or disrupt the Site. Nothing transfers ownership of Swanson intellectual property.

19. Reviews, Feedback, and User Content

If the Site permits reviews, comments, images, or other submissions, you retain ownership of your content. You grant Swanson a nonexclusive, worldwide, royalty-free license to host, reproduce, display, format, and distribute that content as reasonably necessary to operate, promote, and improve the Site and Swanson's business, subject to applicable law. You represent that you have the rights needed to submit the content and that it is not unlawful, infringing, fraudulent, defamatory, threatening, or privacy-invasive.

Nothing in these Terms prohibits or penalizes an individual for an honest review or other lawful assessment of Swanson's goods, services, or conduct, and nothing requires a consumer to transfer intellectual-property rights in review content beyond a lawful license needed to display or use content the consumer voluntarily submits.

20. Copyright Complaints (Notice-and-Takedown)

Swanson respects intellectual-property rights and responds to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act, 17 U.S.C. § 512. If you believe content on the Site infringes your copyright, send a written notice to Swanson's designated agent that includes: (a) a physical or electronic signature of the copyright owner or authorized agent; (b) identification of the copyrighted work claimed to be infringed; (c) identification of the allegedly infringing material and information reasonably sufficient to locate it on the Site; (d) your contact information; (e) a statement of good-faith belief that the use is not authorized; and (f) a statement, under penalty of perjury, that the notice is accurate and that you are authorized to act for the copyright owner.

Designated Copyright Agent: Swanson Christian Products, Attn: Copyright Agent, 1200 Park Avenue, Murfreesboro, TN 37129; email: legal@swansoninc.com. Swanson may remove or disable access to allegedly infringing material and, in appropriate circumstances, terminate accounts of repeat infringers, consistent with the DMCA's notice-and-counter-notice procedure.

21. Acceptable Use; Site Integrity

You may not use the Site to violate law or third-party rights; impersonate another person; submit false payment, identity, tax, or account information; introduce malware; probe or circumvent security or access controls; interfere with Site operation; conduct unauthorized scraping or data harvesting; attempt unauthorized access to systems or accounts; or use the Site to facilitate fraud or other unlawful activity. Swanson may investigate suspected violations, preserve relevant records, and cooperate with lawful process.

22. Third-Party Services and Links

The Site may contain links to or rely on third-party payment, shipping, hosting, analytics, or other services. Third parties operate under their own terms and privacy practices. Swanson does not control and is not responsible for third-party sites or services merely because the Site links to or interoperates with them. This provision does not limit Swanson's responsibility for its own acts or obligations under applicable law.

23. Privacy, Cookies, and Electronic Communications

Swanson's collection and use of personal information in connection with the Site and orders is described in its Privacy Policy, available at swansoninc.com/privacy-policy.

Swanson may share personal information with service providers such as payment processors, shipping carriers, email platforms, and analytics vendors solely as needed to operate the Site and fulfill orders; the specifics of that sharing are governed by the Privacy Policy and Swanson's agreements with those vendors. Where required, cookie or similar tracking choices are presented through an appropriate consent or preference-management mechanism on the Site.

By providing an email address or telephone number, you consent to receive transactional communications reasonably related to your account and orders, such as confirmations, invoices, fraud/security notices, and shipping updates. Marketing communications are subject to applicable consent and opt-out requirements described in Section 24 (for text messages) and the Privacy Policy. Consent to marketing is not a condition of purchase unless lawfully and clearly disclosed otherwise.

You agree that electronic records, notices, and communications may satisfy legal writing requirements to the extent permitted by applicable law, including the federal E-SIGN Act. You may retain these Terms electronically or print them for your records.

26. Accessibility

Swanson is committed to providing an accessible experience on swansoninc.com for users with disabilities. Swanson is working toward improved alignment with the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, as a voluntary reference standard. This accessibility work is in progress and is an aspirational goal; it is not a representation of current, verified conformance. If you experience difficulty accessing the Site or need assistance completing an order, contact 1-800-251-1402, and Swanson will make reasonable efforts to provide the information or complete the transaction through an accessible alternative.

27. Security; No Guarantee of Uninterrupted Site Operation

Swanson may use reasonable administrative, technical, and physical safeguards appropriate to its operations, but no website, network, transmission, or storage system can be guaranteed completely secure or continuously available. You are responsible for maintaining reasonable security on your devices and accounts. Swanson may suspend Site access for maintenance, security, legal compliance, or events beyond its reasonable control.

28. Product Warranty; Disclaimer of Other Warranties

Except as expressly stated in Section 13 (Inspection, Returns, Refunds, and Damaged Merchandise), Swanson does not provide a separate written product warranty. The remedies described in Section 13 are Swanson's sole express warranty and remedy for product defects and damage, subject to any rights that cannot lawfully be disclaimed or limited.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE SITE AND SITE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT AS STATED ABOVE AND RIGHTS THAT CANNOT LAWFULLY BE DISCLAIMED, SWANSON DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND QUIET ENJOYMENT.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS. IN THOSE JURISDICTIONS, THE DISCLAIMERS APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. THIS SECTION DOES NOT LIMIT WARRANTIES OR REMEDIES THAT APPLICABLE LAW MAKES NONWAIVABLE.

29. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, SWANSON AND ITS OWNERS, OFFICERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS INTERRUPTION, ARISING FROM OR RELATING TO THE SITE, THESE TERMS, OR PRODUCTS, EVEN IF ADVISED THAT SUCH DAMAGES WERE POSSIBLE.

TO THE FULLEST EXTENT PERMITTED BY LAW, SWANSON'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO A PARTICULAR ORDER OR PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID TO SWANSON FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM.

THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO LIABILITY THAT CANNOT LAWFULLY BE LIMITED OR EXCLUDED. THE PARTIES INTEND THESE LIMITATIONS TO ALLOCATE COMMERCIAL RISK AND TO APPLY REGARDLESS OF THE FORM OF ACTION, SUBJECT TO APPLICABLE LAW.

30. Business-Customer Indemnification

For Business Customers only, Customer will defend, indemnify, and hold harmless Swanson and its owners, officers, employees, and agents from third-party claims, losses, damages, judgments, penalties, and reasonable costs (including reasonable attorneys' fees) to the extent arising from (a) Customer's unlawful resale, marketing, relabeling, modification, repackaging, storage, handling, or use of Products; (b) Customer Materials or custom-order instructions; (c) Customer's material breach of these Terms, including Section 16 (Authorized Resale; Marketplace and Anti-Diversion Policy), if applicable; or (d) Customer's violation of law or third-party rights. This obligation does not apply to the extent a claim results from Swanson's negligence, willful misconduct, breach, or product defect for which Swanson is legally responsible.

31. Force Majeure

Swanson is not liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, severe weather, fire, epidemic, pandemic, war, terrorism, civil unrest, labor disruption, carrier interruption, port congestion, supply shortage, utility or internet outage, cyberattack by a third party despite reasonable safeguards, governmental action, embargo, or similar event. Swanson will use commercially reasonable efforts to mitigate material delay. Payment obligations for goods already delivered are not excused.

If a force majeure event prevents Swanson from fulfilling a material part of an accepted order for more than 60 consecutive days, either party may cancel the unfulfilled portion of that order by written notice to the other, without further liability, except that Customer remains responsible for payment for Products already delivered and Swanson will refund any prepayment received for the canceled, undelivered portion.

32. Suspension and Termination

Swanson may suspend or terminate Site access, account privileges, or future ordering for material breach, fraud, security risk, abuse, nonpayment, or legal/compliance reasons. Termination does not eliminate accrued payment obligations or provisions that by their nature should survive, including intellectual property, disclaimers, limitations, indemnities, governing law, and dispute provisions.

33. Governing Law; Venue; Jury-Trial Waiver

These Terms and transactions governed by them are governed by the laws of the State of Tennessee, without regard to conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to business/wholesale transactions to the extent exclusion is permitted. These Terms do not include an agreement to arbitrate; any future arbitration agreement between Swanson and a Customer must be a separate signed writing that expressly references the U.S. Federal Arbitration Act.

Subject to any nonwaivable law, the state courts located in Rutherford County, Tennessee, and the federal courts having jurisdiction over Rutherford County, Tennessee, will have exclusive jurisdiction over disputes arising from or relating to these Terms, the Site, or an order, and each party consents to personal jurisdiction and venue there.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN A DISPUTE BETWEEN SWANSON AND A BUSINESS CUSTOMER, EACH PARTY KNOWINGLY WAIVES TRIAL BY JURY. THIS WAIVER DOES NOT APPLY WHERE PROHIBITED OR UNENFORCEABLE, INCLUDING AS TO CONSUMERS IN JURISDICTIONS THAT DO NOT PERMIT A PRE-DISPUTE JURY-TRIAL WAIVER IN A CONTRACT OF THIS TYPE.

34. Time to Bring Claims

To the fullest extent permitted by law, any claim by a Business Customer arising from an order or these Terms must be commenced within one (1) year after the claim accrued, except that this contractual period does not shorten a limitations period where doing so is prohibited by law and does not apply to claims that cannot lawfully be contractually limited. Consumer claims remain subject to applicable law.

35. Notices

Notices to Swanson concerning legal claims under these Terms must be sent to: Swanson Christian Products, Attn: Legal/Terms Notice, 1200 Park Avenue, Murfreesboro, TN 37129, with a copy by a reasonably traceable delivery method. Routine customer-service, return, order, and shipping communications should use the contact methods stated on the Site. Swanson may provide operational or legal notices to the postal or electronic address associated with a Customer account or order, subject to applicable law.

36. General Contract Terms

- **Severability.** If a provision is invalid or unenforceable, it will be enforced to the maximum lawful extent or severed to the minimum extent necessary, and the remainder will continue in effect.
- **No Waiver.** A failure or delay in enforcing a provision is not a waiver. A waiver must be in writing by an authorized representative and applies only to the specific instance stated.
- **Assignment.** Customer may not assign these Terms or an accepted order without Swanson's prior written consent, except as permitted by law. Swanson may assign these Terms in connection with a merger, reorganization, sale of substantially all relevant assets, or similar transaction, subject to applicable law.
- **No Third-Party Beneficiaries.** Except for persons expressly protected by indemnity or liability provisions, these Terms create no third-party beneficiary rights.
- **Independent Parties.** Nothing in these Terms creates a partnership, joint venture, franchise, fiduciary, agency, or employment relationship between Swanson and Customer.
- **Headings.** Headings are for convenience and do not limit interpretation. "Including" means "including without limitation."
- **Entire Agreement.** These Terms, the accepted order, any Swanson quote or custom-order confirmation, and policies expressly incorporated by reference constitute the agreement concerning the transaction, except to the extent a separately signed written agreement controls.

37. Contact Information

- Swanson Christian Products, 1200 Park Avenue, Murfreesboro, TN 37129
- Phone: 615.896.4114
- Orders / Customer Questions: 800.251.1402
- Fax Orders: 866.431.1313
- Website: swansoninc.com
- Custom Orders: custom@swansoninc.com
- Copyright / DMCA Agent: legal@swansoninc.com

38. Related Policies

These Terms work together with, and should be read alongside, Swanson's other posted policies, including the Privacy Policy, Cookie Notice, Shipping Policy, and Return & Refund Policy. Those policies are available on the Site and are incorporated by reference to the extent they do not conflict with these Terms.