

Terms and Conditions
for
www.henrybuilt.com

Last Modified: February 12, 2020

These Terms and Conditions are entered into by and between you (“**you**” or “**your**”) and Henry Products Incorporated, a Washington corporation, doing business as Henrybuilt (“**Company**,” “**Henrybuilt**,” “**we**,” or “**us**”). The following terms and conditions (“**Terms and Conditions**”/ “**Terms**”), govern your access to and use of www.henrybuilt.com (the “**Site**”), including all products or services purchased therefrom.

By using the Site, you: (a) acknowledge that you have read and understand these Terms and Conditions; (b) represent that you are over 18 years of age and have the capacity to enter into a binding agreement; and (c) accept these Terms and Conditions and agree that you are legally bound by them. If you do not, or cannot, agree to these Terms and Conditions, do not use the Site.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT AFFECTS YOUR RIGHTS AND INCLUDES PRODUCT PURCHASE INFORMATION, A WAIVER OF A TRIAL BY JURY, TIME LIMITATIONS WHEN BRINGING A CLAIM, AND LIMITATIONS ON YOUR ABILITY TO BRING A CLAIM ON BEHALF OF OTHERS.

1. Product and Service Purchase Information & Terms

1.1. Product Specifications. All features, content, specifications, products and services described or depicted on the Site, are subject to change at any time without notice. Henrybuilt makes all reasonable efforts to accurately display the attributes of our products, however we cannot guarantee that your computer or the Site will accurately display the details of our products. The inclusion of any products or services on the Site at a particular time does not warrant that these products or services will be available at all times. Henrybuilt reserves the right in its sole discretion to change the products and/or services it offers via the Site. By placing an order with us, you represent that the products ordered will be used only in a lawful manner.

1.2. You are Responsible for Product Measurements. When you purchase products from us, we rely on you for the measurements and specifications of your order. You acknowledge and agree that you are entirely responsible for such product measurements and specifications, and that you hold Henrybuilt and its officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns harmless for any liabilities or damages arising out of or relating to measurement or specification mistakes you may make in connection with your product order. As set forth below, Henrybuilt does not provide product refunds so it is imperative that you spend sufficient time and resources to ensure that the product measurements and specifications that you provide us are accurate.

- 1.3. Pricing & Payment Obligations. The prices of the products and services depicted on the Site, if any, are subject to change at any time without notice in Henrybuilt's sole discretion. By purchasing the products on the Site, you are agreeing to pay one-half of the purchase price upfront by credit card (the "**Deposit**"), and the remaining one-half of the purchase price upon shipment by credit card (the "**Balance**"). You hereby grant Henrybuilt the right to charge the Balance upon product shipment, using the same credit card you used to pay the Deposit.
- 1.4. Shipping and Taxes. All products purchased through the Site are transported and delivered to you by an independent carrier not affiliated with, or controlled by, Henrybuilt. Title to products purchased on the Site, as well as the risk of loss for such products, passes to you when Henrybuilt or our supplier delivers these items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments. You are responsible for paying all sales, use and other taxes relating to any of your purchases or products from Henrybuilt through the Site.
- 1.5. Order Cancellations; No Returns or Refunds. You may cancel your order after payment of your Deposit and before payment of the Balance. However, upon such cancellation, you acknowledge and agree that Henrybuilt will retain the Deposit for services provided in connection with your order and you will not be entitled to any refund whatsoever. In addition, Henrybuilt products are custom made and you may not return any purchased products and Henrybuilt will not refund any payments you made to us in connection with such purchase of our products or services. In the event of a breach of the warranty set forth below, Henrybuilt will replace the faulty products at no charge to you after confirming the validity of the warranty claim. In order to initiate a warranty claim, please contact Henrybuilt at support@henrybuilt.com.
- 1.6. Limited Warranty; Disclaimer. Henrybuilt warrants that the products sold through the Site are free from defects in materials and workmanship under normal conditions for a lifetime warranty after purchase, subject to the terms set forth herein. This warranty only applies to original purchases of the products from the Site and does not extend to any person that acquires such products on a used basis. Your exclusive remedy, and Henrybuilt's sole obligation and liability with respect to any defective product, is limited to the replacement of such product. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HENRYBUILT DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS SOLD THROUGH THE WEBSITE, WHETHER IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE OR THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
- 1.7. Order Errors. In the unlikely event that we ship you products that you did not order, please email us at support@henrybuilt.com and we will correct the shipment.
- 1.8. No Resale. You may not purchase our products for commercial resale purposes. In the event Henrybuilt learns about any commercially reselling of our products, we will vigorously enforce our rights in a court of law.

- 1.9. **Electronic Transaction.** You agree to conduct business with Henrybuilt electronically, including through the Site and by direct email correspondences between you and Henrybuilt and their representatives. In the event we process all or part of your product purchase offline, such offline interactions will still be governed by the other terms and conditions set forth in these Terms and Conditions.
2. **Changes to the Terms and Conditions.** We may revise and update these Terms and Conditions from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Site following the posting of revised Terms and Conditions means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.
3. **Accessing the Site.** The Site is intended only for persons age 18 or older, and persons under the age of 18 may not access or use the Site. We reserve the right to withdraw or amend this Site, and any service, item, or material we provide on the Site, in our sole discretion and without notice to you. We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users. You are responsible for (a) making all arrangements necessary for you to have access to the Site; and (b) ensuring that all persons who access the Site through your internet connection are aware of these Terms and Conditions and comply with them.
4. **Intellectual Property Rights.** The Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Henrybuilt, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. These Terms and Conditions hereby permit you to use the Site for your personal use only. You may not re-sell any items that you purchase or obtain from the Site. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site without our written consent. However, if we provide social media features, such as the ability to share a social media post from the Site, you may take such actions as are enabled by such features. No right, title or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted herein are reserved by Henrybuilt. Any use of the Site not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark and other laws.
5. **Trademarks.** Our Company name, the Henrybuilt logo, Opencase, and all related names, logos, product and service names, designs and slogans used on the Site are trademarks of Henrybuilt or our affiliates or licensors. Other product and company names and logos appearing on the Site may be registered or unregistered trademarks, service marks or trade names of their respective owners. Any use of the trademarks, service marks or trade names displayed on the Site is strictly prohibited, and nothing appearing on the Site will be construed as granting, by implication or otherwise, any license or right to use any of those trademarks, service marks or trade names.

6. **Prohibited Uses.** Without limiting the foregoing, you may not use the Site to: (a) take actions that are defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; (b) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (c) infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person; (d) violate the legal rights (including the rights of publicity and privacy) of others or behave in any way that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Conditions and our [Privacy Policy](#); (e) take actions that would be likely to deceive any person, including, without limitation, to impersonate or attempt to impersonate Henrybuilt, a Henrybuilt employee, another user or any other person or entity; (f) promote any illegal activity, or advocate, promote or assist in any unlawful act; (g) cause annoyance, inconvenience or needless anxiety to, or upset, embarrass, alarm, or annoy any other person; (h) engage in commercial activities or sales with others, such as contests, sweepstakes and other sales promotions, bartering or advertising, or transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation; (i) give the impression that your behaviors or comments emanate from or are endorsed by us or any other person or entity;

Further, you may not: (j) use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site; (k) use any robot, spider or other automatic device, process or means to access the Site for any reason whatsoever; (l) use any manual process to monitor or copy any of the material on the Site for any reason without our prior written consent; (m) use any device, software or routine that interferes with the proper working of the Site; (n) introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (o) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site; or (p) otherwise attempt to interfere with the proper working of the Site.

7. **Response to Violations.** We reserve the right to (i) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site; and/or (ii) terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms and Conditions.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order related to our Site, including, without limitation, users of our Site. YOU WAIVE AND HOLD HARMLESS HENRYBUILT AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

8. **Reliance on Information Posted.** The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any

reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

9. **Changes to the Site.** We may update the content on this Site from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Site may be out of date at any given time, and we are under no obligation to update such material.
10. **Information About You and Your Visits to the Site.** All information we collect on this Site is subject to our [Privacy Policy](#). By using the Site, you consent to all actions taken by us with respect to your information in compliance with the [Privacy Policy](#).
11. **Third Party Links From the Site.** If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.
12. **Geographic Disclaimer.** We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.
13. **Disclaimer of Warranties.** You understand that we cannot and do not guarantee or warrant that the Site or any of its contents will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, ANY SERVICES, AND, EXCEPT AS OTHERWISE EXPRESSLY STATED BY HENRYBUILT, ITEMS PURCHASED OR OBTAINED THROUGH THE WEBSITE, ARE PROVIDED AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, ANY SERVICES, AND, EXCEPT AS OTHERWISE STATED BY HENRYBUILT, ITEMS PURCHASED OR OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER HENRYBUILT NOR ANY PERSON ASSOCIATED WITH HENRYBUILT MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE, ITS CONTENT, OR THE ITEMS PROVIDED THEREIN. WITHOUT LIMITING THE FOREGOING, NEITHER HENRYBUILT NOR ANYONE ASSOCIATED WITH HENRYBUILT REPRESENTS OR WARRANTS THAT THE WEBSITE OR ITS CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE

OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

EXCEPT AS OTHERWISE STATED BY HENRYBUILT, HENRYBUILT HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. **Limitation on Liability.** EXCEPT AS OTHERWISE EXPRESSLY STATED BY HENRYBUILT, IN NO EVENT WILL HENRYBUILT, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, OR ANY SERVICES OR PRODUCTS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PRODUCT LIABILITY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN THE EVENT CERTAIN OF THE COMPANY'S LIABILITY TO YOU CANNOT BE EXCLUDED UNDER APPLICABLE LAW, THE COMPANY'S MAXIMUM LIABILITY TO YOU FOR ALL SUCH DAMAGES SHALL BE THE GREATER OF \$100 OR THE AMOUNT YOU PAID FOR OUR PRODUCTS.

15. **Indemnification.** You agree to defend, indemnify and hold harmless Henrybuilt, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms and Conditions or your use of the Site.

16. **General Terms.**

16.1. **Entire Agreement.** These Terms constitute the sole and entire agreement between you and Henrybuilt with respect to your use of the Site, including your purchase of our products and services via the Site, and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter contained herein. These Terms will survive your receipt of your order or your use of the Site.

16.2. **No Assignment.** These Terms and any rights or licenses granted to you herein are personal to you, and may not be assigned prior to obtaining Henrybuilt's written consent.

- 16.3. Arbitration. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND INCLUDES WAIVER OF A TRIAL BY JURY IN A COURT AND OF THE ABILITY TO BRING A CLAIM ON BEHALF OF OTHERS. Any disputes or claims arising from the use of the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, will be resolved by binding arbitration under the Federal Arbitration Act, federal arbitration law and rules, and Washington state law. To the fullest extent permitted by law: (a) no arbitration under these Terms shall be joined to any other arbitration; (b) no class arbitration proceedings will be permitted; (c) no finding or stipulation of fact in any other arbitration, judicial or similar proceeding may be given preclusive or collateral estoppel effect in any arbitration hereunder (unless determined in another proceeding between you and Henrybuilt); and (d) no conclusion of law in any other arbitration may be given any weight in any arbitration hereunder (unless determined in another proceeding between you and Henrybuilt). Both parties will be responsible for their respective arbitration fees.
- 16.4. Governing Law and Jurisdiction. These Terms are governed by and construed in accordance with the Federal Arbitration Act, federal arbitration law, and the laws of the state of Washington without giving effect to any choice or conflict of law provision or rule. Notwithstanding the foregoing, Henrybuilt retains the right to bring any suit, action or proceeding against you for breach of these Terms in your country of residence or any other relevant country.
- 16.5. Injunctive Relief. You agree that Henrybuilt may bring suit in any court of competent jurisdiction in order to enjoin infringement or other misuse of Henrybuilt's or its affiliates or licensor's intellectual property rights.
- 16.6. Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, THE WEBSITE, OR PRODUCTS OR SERVICES PURCHASED VIA THIS WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED (if applicable law prohibits a one (1) year limitation period for asserting claims, the claim must be asserted within the shortest time period in excess of one (1) year that is permitted by applicable law).
- 16.7. Waiver and Severability. No waiver by Henrybuilt of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Henrybuilt to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms and Conditions will continue in full force and effect.
- 16.8. Notices, Questions or Concerns.

All notices should be sent to: PO BOX 80764 Seattle, WA, 98108.

All other comments, requests for technical support and other communications relating to the Site should be directed to: support@henrybuilt.com.