

## TERMS AND CONDITIONS

THE TERMS AND CONDITIONS SET FORTH BELOW (THE “**TERMS**”) GOVERN YOUR USE OF THIS WEBSITE LOCATED AT [WWW.CABINETBROKER.NET](http://WWW.CABINETBROKER.NET) ON THE WORLD WIDE WEB (THE “**SITE**”) OF CABINETBROKER.NET, AND YOU ARE LEGALLY BINDING ON YOU. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE TERMS MAY BE MODIFIED, UPDATED, AMENDED OR REVISED IN ANY MANNER BY US FROM TIME TO TIME WITHOUT NOTICE TO YOU.

CABINET BROKER (THE “**COMPANY**”) RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, SUSPEND OR DISCONTINUE ANY ASPECT OF THE SITE, AS WELL AS CHANGE, MODIFY, ADD, OR REMOVE PRODUCTS OFFERED FOR PURCHASE ON THE SITE AT ANY TIME. CHANGES TO THE SITE WILL BE POSTED ON THE SITE.

**YOU AGREE THAT YOUR CONTINUED USE OF THE SITE AFTER SUCH MODIFICATION, UPDATE, AMENDMENT OR REVISION HAS BEEN MADE CONSTITUTES YOUR ACCEPTANCE OF SUCH REVISED TERMS.**

**BY USING THE SITE YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS AND THE DISCLAIMERS AND CAVEATS CONTAINED IN THE SITE, AND THAT YOU FULLY AND VOLUNTARILY ACCEPT THAT USE OF THE SITE WILL MAKE YOU BOUND BY THE TERMS THEREOF. I YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THIS SITE OR ANY INFORMATION CONTAINED ON THE SITE. YOUR USE OF THE SITE SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE AND BE LEGALLY BOUND BY THE TERMS SET FORTH BELOW. THIS SITE BELONGS TO CABINETBROKER.NET AND ANY QUESTIONS REGARDING THE SITE SHOULD BE FORWARDED TO [cabinetbroker.net@gmail.com](mailto:cabinetbroker.net@gmail.com).**

## **GENERAL USE AND RESTRICTIONS**

All information, documents, images, plans, products, software and services provided on this Site, including trademarks, logos, graphics and images, (collectively the “**materials**”) are provided to you by CABINETBROKER.NET.

The Company grants you the limited rights to display the Materials on your personal computer, and to use the Materials to the extent necessary in order to plan your desired kitchen and purchase the necessary products from You acknowledge and agree that you have no right to distribute, modify, edit, alter, publicly perform, display or enhance any of the Materials in any manner. This limited license terminates automatically, without notice to you, if you breach any of these Terms. Upon termination of this limited license, you agree to immediately destroy any downloaded and printed Materials. Except as stated herein, you acknowledge that you have not right, title nor any interest whatsoever in or to the Materials, on any legal basis, without the advanced written consent and authorization

of The Company If you violate these Terms, The Company reserves the right to terminate your use of the Site upon its first notice to you.

## **DESCRIPTION OF SERVICES**

**YOU MUST BE AT LEAST 18 YEARS OF AGE TO PLACE AN ORDER FOR A PRODUCT AND OR SERVICES ON THIS SITE.**

The Company shall provide you with the opportunity to order kitchen cabinetry and other products offered by The Company on the Site (the “**Products**”), samples of Products (“**Samples**”) the price of which will be determined by the Company from time to time and the cost of which, excluding shipping prices, will be refunded to you once the sample you have purchased is received by the Company at its premises, or will be deducted from your fully paid order. The Company will also provide you, upon your request submitted to The Company through the Site, with a proposed design sheet (the “**Design Sheet**”) for your kitchen (the Products, Samples and Design sheet hereinafter jointly and severally: the “**Services**”). You hereby acknowledge and agree that any proposed design for your kitchen will be provided to you only upon your request, and on the condition precedent that you provide accurate description, plans, and measurements, and any other information requested by the Company and/or its agents, representatives, employees and/or sub-contractors in order to complete the proposed design. You hereby further acknowledge, agree and irrevocably relinquish any of your rights to bring any claim against the Company in connection with the Design Sheet and agree that you bear the sole responsibility and liability for the accuracy of the description, plans, measurements and/or other information requested by the Company, and thus hereby indemnify and hold The Company harmless from any claim, loss, damage, liability or cost asserted against or incurred by you that is related to the Services provided to you by The Company and/or any of its agents, representatives, employees and/or sub-contractor. Further you understand and agree that the Services may include certain communications from The Company including, but not limited to, order approval, shipping announcements, service announcements, administrative messages, follow-up information requests and communication, and that these communications are considered part of the Site’s user procedures and you will not be able to opt out of receiving them.

Unless explicitly stated otherwise, any new features that augments or enhances the current Services shall be subject to these Terms. You also understand and agree that the Services are provided “AS-IS” and that The Company assumes absolutely no responsibility nor any liability for the timeliness, deletion, misdelivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Services, and that access may involve third party fees. You are responsible for those fees including those fees associated with the execution of a work order, a product and/or delivery of the above. In addition you must provide and be responsible for all equipment necessary to access, install and use the Services and/or any products purchased from CABINETBROKER.NET.

### **Order of products through the site**

### **Order Procedure**

You hereby represent and declare that you are of legal age to form a binding contract, and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself and the project you are considering undertaking as prompted by the CABINETBROKER.NET website (the “**Registration Data**”) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or The Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, The Company has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof) without incurring any liability and/or responsibility for any claim, loss, damage, liability or cost asserted against or incurred by you in connection with such suspension and/or termination.

You will be able to order any product offered for sale on the Site that you wish to purchase, subject to the payment, shipping and return policies hereunder. However, in the event that you order an item especially ordered or manufactured for you (the “**Special Order Item**”), you may not cancel you order after it has been approved by the Company and you will not be eligible to for any refund or exchange of the Special Order Item or any portion thereof.

### **Payment Policy**

You hereby acknowledge and agree to strictly adhere and abide by the following:

- (a) Any order placed through the Site shall not be binding on The Company unless approved by The Company in writing and such approval sent to you; and
- (b) You will remit payment in full for the entire order upon receipt of the order approval from CABINETBROKER.NET, prior to the shipment of the ordered products, or any portion thereof, to you. Acceptable forms of payment are credit card, cash, money orders, cashier’s check or personal check (subject to a verification period of at least 10 days, at the sole discretion of CABINETBROKER.NET.). The Company reserves the right to accept other payment instruments at its sole discretion and upon the prior written notification to you by the Company. NO C.O.D. orders will be accepted,; and
- (c) All delivery and shipping fees must be prepaid and are nonrefundable under any circumstances; and
- (d) If you reside in California, or are liable to pay any tax, including but not limited to sales tax, under the laws of the State of California or any other proper authority, you must either supply proof of a valid resale permit, or pay the applicable amount of

sales tax as directed by the California Authorities or any other applicable authority, which shall be added to your order total; and

- (e) Any cancelled checks, stop payment orders, credit card disputes and charge backs (the “**Reverse Payment**”) will be subject to a \$75 handling fee and in addition The Company shall be entitled to reimbursement from you of any expense and/or damages it incurred in connection with non-payment of the approved order and/or Reverse Payment, including, but not limited to reasonable attorney, legal and professional fees.

The Company reserves the right to amend the prices of the products offered for sale on the Site without prior notice.

### **Shipping Terms and Conditions**

The Company strives to ship every order as soon as possible, however, you hereby acknowledge, agree that the Company is not responsible nor liable in any way for delays in the shipment of your order caused by stock limitations, manufacturing delays, and/or force majeure. The Company does not guarantee the delivery time of any order. Orders are usually shipped within four to twenty one (3-21) business days from the approval of you order by the Company. In the event that the shipping date will be later than 21 days, the Company will contact you and inform you of the expected shipping time frame.

You hereby acknowledge and agree that the Company’s sole role in the shipping of your order is to procure shipping services on your behalf and arrange the shipment of your order to you on your behalf. For that purpose you hereby grant the Company the right to share with freight carriers and shipping companies your Registration Data and payment instrument as provided by you in order to arrange for the shipping of your order.

You hereby further acknowledge and agree that the Company is not a carrier nor shipper as referred to in 49 U.S.C.A. § 14706, thus does not bear any responsibility and/or liability for the shipping of your order, the timely delivery thereof and/or any damages and/or expenses incurred by you in connection with such shipping, and any items ordered by you that are missing from the shipment. The shipping of your order is the sole responsibility of the freight carrier, in accordance with the terms of shipping of the applicable carrier. Thus any claim, dispute or demand regarding the shipping of your order will be taken up directly with the carrier and you hereby indemnify and hold the Company harmless from any claim, loss, damage, liability or cost asserted against or incurred by you that is related to the shipping of your order.

The Company shall obtain the applicable carrier’s acknowledgement that your order was collected by that carrier in good condition and in full at the facilities of the Company or another location designated by the Company.

You shall be solely responsible and liable for the shipping charges and there will be no refund of shipping charges incurred by you in any event. The Company, at its sole

discretion, may add the shipping charges to your order price charge you separately for the shipping of your order or may share your Registration Data and payment instrument you have provided through the Site with the applicable carrier who shall charge you directly for the shipping charges.

### **Receiving Terms and Instructions**

IMMEDIATELY UPON ITS DELIVERY, IN THE PRESENCE OF THE CARRIER'S REPRESENTATIVE, YOU SHALL PHYSICALLY INSPECT THE ORDERED PRODUCTS FOR ANY VISIBLE DAMAGE AND CONDUCT A COUNT OF THE PIECES AND PALLETS DELIVERED. If you detect any visibly damaged item or and/or if any item you have paid for is omitted from the shipment (severally and jointly "**Visible Damage**") you must note such damage and/or omission on the carrier's bill of lading and report such damage to the Company's claims department at [cabinetbroker.net@gmail.com](mailto:cabinetbroker.net@gmail.com) along with digital pictures of said damage within 24 hours from receipt of shipment. Note that unless you have done so, your acceptance of the shipment from the carrier is an acknowledgement that the product has been delivered in GOOD CONDITION thus relieving the carrier from any liability for the damage and/or omission and leaving you without legal recourse against the carrier and/or the Company.

In the event that any item of the shipment is received in a different condition than the condition said item was in when collected from the Company or its designated agent by the carrier who delivered your order ("**Concealed Damage**"), you must report such Concealed Damage to the Company's claims department at [cabinetbroker.net@gmail.com](mailto:cabinetbroker.net@gmail.com) within 5 days from receipt of shipment. Failure to report such damage within said period, shall void your rights to return such damaged item(s) and the Company shall not be liable to you in any manner in connection with such damaged item(s).

In order to remove any doubt, Visible Damages and Concealed Damages are not Factory Damages as defined hereunder and are not covered by the warranty detailed hereunder. Your sole recourse in the event that your order has sustained Visible Damage or Concealed Damage is against the carrier who delivered your order.

### **Factory Damage**

As used herein the term "**Factory Damage**" shall mean damage sustained by any product arising out of faulty workmanship, and/or any act or omission of the manufacturer directly causing damage to the ordered product. The final determination as to the existence of Factory Damage shall be vested solely in the Company, which shall make such determination in accordance with industry standards for such Product or comparable products.

The Company will replace any Factory Damaged Product free of charge, (excluding shipping costs of the defective product back to the company and the replacement product to you,) under the following terms and conditions:

- You shall notify the Company immediately of the Factory Damage, immediately upon discovery.
- You will ship the damaged item back to the Company for inspection, at your sole expense, upon being requested to do so by the Company.

YOU HEREBY EXPRESSLY UNDERSTAND, ACKNOWLEDGE AND AGREE THAT YOUR SOLE RECOURSE AGAINST THE COMPANY IN CONNECTION WITH ANY DEFECT IN THE PRODUCTS OR ANY ITEM THEREOF, IS THE REPLACEMENT OF SUCH DEFECTIVE PRODUCT UNDER THE ABOVE TERMS.

YOU FURTHER EXPRESSLY UNDERSTAND AND AGREE COMPANY DOES NOT GUARANTEE THE SUPPLY AND DELIVERY DATES AND TIMES FOR REPLACEMENT ITEMS, NOR THAT THE REPLACEMENT ITEM WILL BE IDENTICAL TO THE ITEM RETURNED AS SOME ITEMS MAY BE UNAVAILABLE DUE TO DISCONTINUATION.

YOU ADDITIONALLY EXPRESSLY UNDERSTAND ACKNOWLEDGE, AGREE AND HOLD THE COMPANY HARMLESS FROM ANY COSTS, EXPENSES, AND/OR DAMAGES INCURRED BY YOU OR BY ANY THIRD PARTY DUE TO DELAYS IN INSTALLATION, COMPLETION OF YOUR KITCHEN OR ANY OTHER PROJECT YOU ARE CONTEMPLATING.

## **Order CANCELLATION**

An order may be cancelled by written notice to the Company received within 48 hours from being placed through the Site without any penalty or cost to you. An order cancelled after 48 hours from being placed, shall be subject to the Company's return policy, as detailed below.

## **RETURN POLICY**

With the exception of Special Order Items, items purchased at clearance prices, and items that have been opened or removed from their original packaging, all of which may not be returned for any reason, any item purchased from the Company may be returned to the Company in its original package, unopened and in the same condition in which it was received by you within 10 days from the date of purchase or 5 days from the date the Product was delivered to you, which ever is later.

The following conditions shall apply to all returned items:

- You will send written notification to the Company which shall be dated, and include a list of the items to be returned and their respective item codes, Return Merchandise Authorization Number, the date shipment was received, the invoice number under which the shipment was delivered and the reason for the return.,
- You will receive a refund for the returned item within 30 days from receipt of such item by the company *less a restocking fee* in an amount equaling 25% of the price paid for each returned item.
- Shipping charges will not be refunded.
- You shall bear all of the costs associated with shipping the returned items to the Company.

## **YOUR OBLIGATIONS**

### **User Conduct**

You agree that you will NOT use the Site to:

1. upload, post, email, transmit or otherwise make available any Content (as defined below) that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
2. harm minors in any way;
3. impersonate any person or entity, including but not limited to Company's official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site;
5. upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights (the "**Rights**") of any party;
7. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose;
8. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
9. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;
10. intentionally or unintentionally violate any applicable local, state, national or international law, and any regulations;
11. provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
12. "stalk" or otherwise harass another; or
13. collect or store personal data about other users.

### **Attempts to Break Security**

You understand and agree that any attempt to break security or to access an account that does not belong to you will be considered a material breach of these Terms, and such breach may result in suspension or termination of the Services and possibly referral to law enforcement authorities. Unauthorized access to the sections of this Site which are restricted for the use of members only, or the telecommunications or computer facilities used to deliver the Services is a breach of these Terms whether or not such activities are a violation of law. Further, you are required to take adequate security measures to prohibit others from unauthorized access or use of the Services, including public use, and you must take prompt remedial measures upon notice of breaches or potential breaches of security.

### **Indemnity**

You agree to indemnify and hold the Company, its subsidiaries, affiliates, officers, agents, licensors or other partners and employees harmless from any claim or demand, including reasonable attorneys' and other legal and litigation fees, made by any third party due to or arising out of the services and/or products you procure through the Site, your violation of these Terms, or your violation of any rights of another. You further agree to reimburse the Company for any cost and/or expense incurred by the Company and/or in connection with any claim and/or proceedings arising out of the foregoing, immediately upon the relaying of a notice thereof by the Company to you.

### **No Framing**

You agree not to "frame" or "mirror" any Materials or Third Party Content contained on or accessible from this Site on any other server or Internet-based device without the advance written authorization of the Company or its licensors, respectively

## **CANCELLATION OF SERVICES – LEGAL EVENT**

In the event a ruling, regulation or order issued by a judicial, legislative or regulatory body causes the Company to believe that these Terms and/or the Services provided hereunder may be in conflict with such rules, regulations and orders, the Company may suspend or terminate the Services, or terminate these Terms without incurring any liability whatsoever. In the event that the Company cannot arrange for reasonably comparable Services within a reasonable period of time (not less than 90 days) following such ruling, regulation or order; the Company, at its sole discretion, may thereafter permanently terminate the Services and/or these Terms without incurring any liability whatsoever.

## **CANCELLATION OF SERVICES – technical EVENT**

You hereby acknowledge and agree that the Company may cancel your order and/or the provision of any Services ordered, at any time after the order has been placed and prior to its shipment if the Site has experienced any technical error or complication, without incurring any liability toward you, including but not limited to any loss of profits, damages etc.

## **FORCE MAJEURE**

In the event that the shipment of your Order shall be prevented or delayed by reason of an event of force majeure (as hereunder defined), than the following provisions shall apply: (a) for the purposes of these Terms, the term “**Force Majeure**” shall mean: an act of God, meteors, fire, flood, or other catastrophes, circumstances in the space environment over which the Company has no control, change or enactment of any law of any governmental agency or body which make the subject matter of these Terms illegal, national emergencies, insurrections, riots, embargoes, wars, terrorist acts or strikes, lockouts, work stoppages or other labor difficulties and worldwide shortage of any necessary component or material relating to any the Products, to the extent it shall have a direct adverse influence on the ability of the Company to fulfill its obligations hereunder; (b) the Company shall serve a notice of the occurrence of the event of force majeure to you; (c) for as long as the event of force majeure continues, the Company shall be relieved from fulfilling its undertakings and obligations under these Terms, provided that such release shall lapse immediately after the event of force majeure has ceased or has been discontinued and (d) in the event that the event of force majeure shall continue uninterrupted for a period exceeding 3 months, than the Company shall so notify you and you will be entitled to cancel your order or the undelivered portion thereof with no legal consequences to you or to the Company, and you will receive a refund for payments made for the undelivered portion of your order excluding shipping costs if any.

## **LIMITATION OF LIABILITY**

THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE INCLUDING (WITHOUT LIMITATION TO THE FOREGOING) ECONOMIC LOSS, LOSS OF PROFITS, BUSINESS

OPERATING TIME OR USE, HOWSOEVER ARISING IN CONNECTION WITH THE PRODUCT. IN NO EVENT SHALL THE COMPANY LIABILITY EXCEED THE PRICE PAID FOR THE PRODUCT FROM DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THE PRODUCT, ITS ACCOMPANYING SOFTWARE, OR ITS DOCUMENTATION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE.

YOU HEREBY EXPRESSLY, VOLUNTARILY AND IRREVOCABLY AGREE THAT THE COMPANY IS NOT AND SHALL NOT EVER BE LIABLE, RESPONSIBLE OR IN ANY WAY ACCOUNTABLE FOR ANY INJURY TO, OR DEATH OF ANY PERSON OR PERSONS WHO MAY AT ANY TIME BE USING THE PRODUCTS, SERVICES OR ANY OF THEM FOR YOUR PURPOSES, REGARDLESS OF THE NATURE OR CAUSE OF SUCH INJURY, DAMAGE OR DESTRUCTION, INCLUDING WITHOUT LIMITATION, THE NEGLIGENCE OF THE COMPANY.

YOU HEREBY EXPRESSLY, VOLUNTARILY AND IRREVOCABLY AGREE THAT THE COMPANY IS NOT AND SHALL NOT EVER BE LIABLE, RESPONSIBLE OR IN ANY WAY ACCOUNTABLE TO YOU, YOUR EMPLOYEES, SERVANTS, CUSTOMERS OR INVITEES, NOR TO ANY OTHER PERSON, FOR ANY LOSS, DESTRUCTION OR DAMAGE CAUSED DIRECTLY OR INDIRECTLY BY THE ANY PRODUCT AND/OR SERVICE PROVIDED BY THE COMPANY OR TO ANY GOODS, WARES, MERCHANDISE, FIXTURES OR ANY OR OTHER PROPERTY STORED, KEPT, MAINTAINED OR DISPLAYED IN, ON OR BY THE PRODUCTS OR ANY OF THEM,.

YOU HEREBY EXPRESSLY UNDERSTAND AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH COMPANY IN CONNECTION WITH THE PURCHASE OR USE OF THE PRODUCT IS THE REPLACEMENT OF A DEFECTIVE PRODUCT OR ANY DEFECTIVE COMPONENT THEREOF WITH AN IDENTICAL OR SIMILAR ITEM IN ACCORDANCE WITH THESE TERMS. YOU HEREBY EXPRESSLY WAVE ANY OTHER LEGAL AND/OR EQUITABLE RIGHT YOU MAY HAVE AGAINST THE COMPANY IN CONNECTION WITH THE PURCHASE OF A PRODUCT. YOU HEREBY AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, THE COMPANY IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE(S) UNDER THIS AGREEMENT

YOU ADDITIONALLY ACKNOWLEDGE UNDERSTAND AND AGREE THAT THE COMPANY IS NOT LIABLE OR RESPONSIBLE IN ANY MANNER FOR ANY MISTAKES, ERRORS, MISCALCULATIONS, INACCURACIES OR OVERSIGHTS IN AN ORDER MADE ON THE BASIS OF YOUR DESIGN OR A DESIGN SHEET AND NO RETURNS OR REPLACEMENTS WILL BE ALLOWED ON THESE GROUNDS OR ON THE GROUND OF UNMATCHING CABINETS.

## **LIMITED Product WARRANTY**

You hereby acknowledge and agree that the Company is not a manufacturer or importer of any Product. The Products are subject to the Limited Warranty and representations of the applicable manufacturer as detailed in the Manufacturers Warranty Certificate if any.

THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE WARRANTY IS THAT UPON THE FULFILLMENT AND EXECUTION OF ALL THE STIPULATIONS, PROVISIONS, REQUIREMENTS AND SPECIFICATIONS OF THESE TERMS, THE COMPANY SHALL SUPPLY THE ORDERED PRODUCTS.

THIS DISCLAIMER BY THE COMPANY IN NO WAY AFFECTS THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

Customer hereby acknowledges and agrees that Company is in no way responsible and/or liable for the breach of the Warranty terms by Customer or by the manufacturer of the Product or any component thereof.

### **LIMITED site WARRANTY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE AND CONTENT FROM OR THROUGH THIS WEB SITE ARE PROVIDED "AS-IS" AND "AS AVAILABLE," AND THE COMPANY AND THE SITE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RESULTING FROM POSSESSION OR USE OF THIS WEB SITE (INCLUDING SERVICES PROVIDED BY THIRD PARTIES TO USERS OF THIS WEBSITE, PAYMENT FOR SUCH SERVICES BY USERS OF THIS WEBSITE, DATA LOSS, CORRUPTION OR ANY DAMAGES CAUSED BY VIRUSES CONTAINED WITHIN THE ELECTRONIC FILES OR AT THE SITE) OR SOFTWARE PROVIDED, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT OR OTHERWISE. THE REMEDIES AVAILABLE UNDER THESE TERMS AND CONDITIONS ARE EXCLUSIVE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO EVERYONE. ALL WARRANTY CLAIMS SHALL BE MADE DIRECTLY TO THE COMPANY, DISTRIBUTOR, OR MANUFACTURER PROVIDING GOODS OR SERVICES.

YOUR SOLE REMEDY AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH THE COMPANY AND THE SITE IN CONNECTION WITH THE SERVICES IS THE CANCELLATION THE REPLACEMENT OF DAMAGED PRODUCTS, IN ACCORDANCE WITH THE TERMS ABOVE, WITHOUT CHARGE TO YOU EXCLUDING SHIPPING COSTS OF SUCH REPLACEMENT PRODUCTS WHICH SHALL BE PAID EXCLUSIVELY BY YOU

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY THROUGH THE SITE OR THROUGH OR FROM THE SERVICE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

### **Privacy Policy**

Your use of the Site is governed by the CabinetBroker.Net Privacy Policy which is available at the [Privacy Policy](#) tab of this Site and incorporated by reference into these terms.

## **THIRD PARTY INTERACTION**

In your use of the Site, you may enter into correspondence with, purchase goods and/or services, or participate in promotions of advertisers or members or sponsors showing their goods and/or services on or advertised through the Site. Any such correspondence, purchase or promotion, including the delivery of and the payment for goods and/or services, and any other term, condition, warranty or representation associated with such correspondence, purchase or promotion, is solely between you and the applicable third party. You hereby acknowledge and agree that the Company is not a party to such correspondence, purchase or promotion, nor bears no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party.

### **Third Party Content**

Certain information and content on this Site may be provided by third parties to the Company (“Third Party Content”). The Third Party Content is, in each case, the copyrighted work of the creator/licensor, and may be subject to the separate and/or additional terms of use and/or privacy policies of such third parties. Please contact the appropriate third party for further information regarding such terms. The Company **DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIRD PARTY CONTENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS.**

### **Unauthorized Activities**

You acknowledge that your unauthorized use of any materials or Third Party Content contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations and other applicable laws and regulations, and agree that you are wholly and solely responsible for your actions or the actions of any person using your screen name and/or password. As such, you agree to hold the Company entirely harmless from and against any and all costs, damages, liabilities and expenses (including attorneys’ fees) incurred by the Company in relation to, arising from or for the purpose of avoiding any claim or demand from a third party that your use of the Site or the use of the Site by any person using your screen name and/or password (including without limitation your participation in any chat rooms) violates any applicable law or regulation, or the rights of any third party.

### **Non-Endorsement**

Descriptions of, or references to, products or publications within the kitchenspro.com service does not imply endorsement of that product or publication. The Company and the Site makes no warranty of any kind with respect to the subject matter included herein, the products listed herein, or the completeness or accuracy of this Web site.

### **Links to Third Party Sites**

This site contains links to other Internet sites. Because the Company has no control over such sites and resources, you acknowledge and agree that neither the Company nor the Site are responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that neither the Company nor the Site will be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## **Preservation of Content**

You acknowledge and agree that the Company may preserve content you have submitted for publication within the Site and may also disclose such content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any such content violates the rights of third-parties; or (d) protect the rights, property, or personal safety of the Company, its users and the public. The company may post on the site or any other site some or all of the information and or files and or any other media uploaded to the site by you, with accordance with the company's privacy policy.

## **AVAILABILITY**

The Company does not warrant the availability of the Site and/or any portion thereof, or that the Site will operate uninterrupted or error-free. This Site or any portion thereof may be suspended from time-to-time for scheduled maintenance, for unscheduled down-time, or for any other reason without notice. While the Company takes reasonable precautions to prevent problems, the Company is not responsible for any deletion, alteration or loss of data due to network or system outages, file corruption, accidental deletion or any other reasons. The Company makes no guarantees as to server reliability, performance, speed or consistency, and cannot be held liable for such. Subscriber understands that the Site is available on an "as-provided" basis.

You agree to use the Site and infrastructure at your own risk. The Company makes no guarantee of the accuracy, correctness or completeness of any information on the Site and is not responsible for any errors, omissions or delays arising from the use of such information.

## **Copyrights**

All information and screens appearing on this Site including documents, products, software and services, graphics, text elements, Site design, logos, images, and icons, as well as the selection, assembly, and arrangement thereof, are the sole property of the Company unless otherwise specified. All rights not expressly granted herein are reserved. Except as otherwise required by applicable law, any reproduction, distribution, modification, retransmission or publication of any copyrighted material is strictly prohibited without the express written consent of the Company.

**THE COMPANY RESPECTS THE INTELLECTUAL PROPERTY OF OTHERS, AND WE ASK OUR USERS TO DO THE SAME. IF YOU BELIEVE THAT YOUR WORK HAS BEEN COPIED ON THE SITE IN A WAY THAT CONSTITUTES COPYRIGHT INFRINGEMENT AND APPEARS ON OUR WEBSITE, PLEASE PROVIDE THE FOLLOWING INFORMATION TO THE COMPANY:**

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;

- a description of where the material that you claim is infringing is located on the site;  
your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

## **Fraud**

In the event that the Company determines, in its sole discretion, that an order of Services may be fraudulent, we reserve the right to refuse or cancel any such order and/or offer, for any reason, at any time, and whether or not the order has been approved.

## **Assumption of Risk.**

There is a risk that other users may attempt to access your computer through the Internet or connected networks. You acknowledge this risk as inherent to the shared nature of the using the Site and you agree to take full responsibility for taking adequate security precautions and safeguarding your data from loss.

## **Limitation of Advice**

This service is designed to provide accurate and authoritative information with respect to the subject matter covered. It is provided with the understanding that the Company is not engaged in rendering legal, accounting, or expert services. If legal advice or other expert assistance is required, the services of a competent professional should be sought.

## **Errors, Omissions, and Changes**

While the Company attempts to ensure the accuracy of any materials presented within this Site, the Company makes no warranties or representations as to its accuracy, and the user of this Site is warned that this service could include typographical errors, technical inaccuracies, and/or other errors or omissions. The Company reserves the right to make improvements and/or changes in this service at any time, and we reserve the right to make changes to our site and these disclaimers, terms and conditions at any time. Product prices that are listed on this Site are subject to change at the sole discretion of the Company. In the event that a product is listed at an incorrect price or with other incorrect information due to a typographical or other error, the Company has the right to refuse or cancel any orders placed for the Product listed incorrectly.

## **Applicable Law & GENERAL TERMS**

- These Terms, any other policies or guidelines referenced herein contained in the Site constitute the entire agreement between the Company and you.
- These Terms govern your use of the Services, superseding any prior agreements between you and the Company with respect to the subject matter of these Terms.
- You also may be subject to additional terms and conditions that may apply when you use or purchase certain affiliate services, third-party products or third-party services.
- This site is created and controlled by the Company, in the State of California, USA, and it can be accessed from all 50 states and the District of Columbia, as well as from other countries around the world. These Terms and the relationship between you and CABINETBROKER.NET and

FLOORINGBROKER.NET AND GRANITEBROKER.NET will be governed by the laws of the State of California without regard to its conflict of law provisions. You and the Company hereby expressly and freely agree to submit to the personal and exclusive jurisdiction of the courts located within the county of San Mateo, California.

- The failure of the Company to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.
- You agree that, except as otherwise expressly provided in these Terms, there shall be no third party beneficiaries to this agreement.
- You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. You further agree that if a claim, suite or action is filed in connection with your order of the Products, these terms, or the Site, the losing party shall pay the attorney and legal costs incurred by the winning party in connection with said claim, suite or action.
- The Company controls and operates this Site from its headquarters in the United States of America and makes no representation that the Materials are appropriate or will be available for use in other locations. If you use this Site from outside the United States of America, you are entirely responsible for compliance with applicable local laws, including but not limited to the export and import regulations of other countries in relation to the Materials and the Third Party Content. Unless otherwise explicitly stated, all marketing or promotional materials found on this Site are solely directed to individuals, companies or other entities located in the United States.
- The section titles and paragraph headings in these TERMS are for convenience only and have no legal or contractual effect.