



## TERMS AND CONDITIONS

### DISCLAIMER

There may be information on our Site that contains typographical errors, inaccuracies, or omissions relating to product descriptions, pricing, and availability. EVERS SAFE reserves the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We from time to time update our products and inventory, and EVERS SAFE does not warrant the accuracy or completeness of any information posted on this Site.

EVERSAFE reserves the right to cancel any order without liability for any product displayed on the Site that is no longer available or being offered at the price listed. EVERS SAFE reserves the right to cancel any order without liability where we believe an incorrect or fake billing or shipping address has been provided. EVERS SAFE reserves the right to cancel any order without liability where we believe incorrect or fraudulent credit card information has been provided. EVERS SAFE will advise you if your order is canceled. Customers cannot cancel an order once the ordered product has gone into production. There are no cancellations of orders for custom-made doors.

EVERSAFE reserves the right to refuse any customer, or any order placed by any customer for any reason.

Colors, patterns, and sizes may vary slightly due to the characteristics of handmade products and raw materials.

Actual door color may vary from the images shown for various reasons, including: (i) our doors are hand-made; (ii) monitor or mobile display capabilities will vary resulting in customers seeing colors differently based on the particular device they are using to access this Site; and, (iii) lighting conditions at the time a photograph of a door was taken will affect the image's color. As such, EVERS SAFE cannot guarantee that the color you see on this Site depicts the color of the door that is shipped to you.

EVERSAFE does not warrant that the products it sells will comply with all of the state and local laws applicable to your particular locale. It is your responsibility to review the relevant laws and regulations pertaining to your community before placing an order with us.

### ENTIRE AGREEMENT/ CHOICE OF LAW/ ARBITRATION

These Terms and Conditions constitute the entire agreement between you and EVERS SAFE. Any and all disputes arising out of, relating to or concerning these Terms and Conditions or your use of our Site, will be governed by and construed in accordance with the laws of the State of Texas, USA and shall be decided in binding arbitration by a single arbitrator in accordance with the Rules of the American Arbitration Association. Any arbitration proceedings shall be held in Houston, Texas, USA. The arbitration proceedings, as well as any evidence submitted or exchanged as part of the proceedings, will be kept confidential. Judgment upon any award of the arbitrator may be entered by, and enforced in, any court having competent jurisdiction.

If any part of these Terms and Conditions are invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms and Conditions shall govern such use.

### LIMITATIONS ON LIABILITY / INDEMNITY

EVERSAFE is not liable for any loss or damages resulting from the improper installation, care or usage of products purchased, including, but not limited to, product misuse or abuse, product modification, improper product selection, and non-compliance with any applicable codes. Instructions for the proper installation of our products can be solicited via email. Instructions for the proper cleaning of our products can be solicited via email.

Under no circumstances, shall EVERS SAFE's liability for any product purchased exceed an amount equal to the lesser of: (a) the actual damages incurred by you as a direct result of any defect in the design or manufacture of the purchased product; or, (b) the total amount paid by you to EVERS SAFE for the product.

Items purchased from EVERS SAFE are shipped through a third-party carrier. We are not responsible for any damage occurring to any product during the shipping process. The risk of loss for items purchased pass to you upon EVERS SAFE tendering the item to the carrier. You can learn more about our shipping policy on this page under "Shipping Policy and Deliveries."

You agree to indemnify and hold EVERS SAFE harmless from and against any and all liability claims, losses, costs, and expenses, including, but not limited to, attorneys' fees and legal costs, arising from the improper installation, usage or care of any products purchased from EVERS SAFE or resulting from any violation by you of these Terms and Conditions.



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### **CHANGES TO TERMS AND CONDITIONS**

EVERSAFE may revise or update these Terms and Conditions at any time at its sole discretion. Changes will be effective immediately upon posting on this Site. You confirm your acceptance of any revisions and updates by continuing to use the Site.

### **INTELLECTUAL PROPERTY**

All of the content we post on our Site, including product information, text, specifications, designs, logos, artwork, images and graphics, is the property of EVERSAFE and protected in the USA and internationally under intellectual property and other applicable laws. You may not download, copy, print, display, reproduce, publish, license, post, distribute, or otherwise use or transmit any content from the Site without the express written permission of EVERSAFE.