

Disclaimer and Terms of Service for Use of US Customized Finishes, LLC ("Company") Website

1. **Company Website.** The Company Website includes all Web pages under the site's domain URL.
2. **Use of Company Website Constitutes Acceptance.** This Agreement will constitute a binding and enforceable agreement between you (individually and in your individual capacity as an employee, officer, agent, partner, etc. of each organization you represent in connection with any use of the Company Website) and the Company. By using the Company Website, you acknowledge and agree that you have fully read and agree to be bound by the provisions of this Agreement, exactly as if it were printed on paper and signed by you. If you do not agree to be bound by this Agreement in its entirety, then you must immediately stop using the Company Web site.
3. **Business or Employment Use.** Where you use the Company Web site in the course of your employment or business, you enter into this Agreement both on your own behalf and in your individual capacity as an employee, officer, agent, partner, etc. of such organization which you represent, and references in this Agreement to "you" shall mean both you as the individual user of the Company Web site and you in your capacity as a representative of your organization.
4. **Changes to this Agreement.** The Company may remove, amend or replace any provision of this Agreement at any time.
5. **Disclaimer.** You agree to all terms of The Company's Disclaimer. Every effort has been made to assure accuracy, however US Customized Finishes assumes no liability for errors or omissions as they may occur. All drawings and specifications contained herein should be used as a guide only. Drawings are not to scale. Inventories are always under review and therefore materials may be added and/or discontinued as deemed appropriate. US Customized Finishes shall bear no liability in the event that items are not available or have been discontinued subsequent to posting.
6. **Privacy Policy.** Data and certain other information about you is subject to our Privacy Policy.
7. **Company Intellectual Property.** All of the Intellectual Property, including, without limitation, all content, text, graphics, video and sounds on the Company Website, and all computer code associated therewith, are the valuable proprietary property of the Company, its licensors and contributors, and are subject to copyright, trademark and other intellectual property protection. You acknowledge and agree that the Company has expended substantial time and effort to create the Company Website, and the Content and Services provided through the Company Website, and that the Company exclusively owns or has

been licensed by third parties to use and sublicense all rights, title and interest therein and all associated information, data, databases, images and other material.

8. Assignment. Your rights and obligations under this Agreement are personal to you and may not be assigned to any other party.

9. Force Majeure. The Company will not, nor will any entity that is part of the Company, be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other, failure to perform by any supplier or other third party, or any other cause beyond the reasonable control of the Company (or any entity that is part of the Company).

10. Waiver. The Company will not, nor will any entity that is part of the Company, be deemed to have waived any breach by you of this Agreement, except by a written waiver expressly so stating, and such waiver will not be construed as a waiver of subsequent or continued breaches.

11. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will be limited to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

12. Complete Understanding. This Agreement constitutes the final and complete agreement between the parties regarding the subject matter hereof, and supersedes any prior or contemporaneous communications, representations or agreements between the parties relating to the subject matter hereof.