

TERMS AND CONDITION OF USE

1. The following terms and condition of use will apply, between you (“**you**”, the user accessing our Web site) and our company, BARRETTE OUTDOOR LIVING, INC. (“**our**” or “**we**” in the following text), regarding your use of our Web site (www.tuffbilt.com) and online services (collectively our “**Services**”).
2. Your continued use of our Services will be deemed to constitute your contractual acceptance of the following terms and conditions –if you do not accept or agree with the following terms and conditions, or the content of any policy or guidelines displayed on our Web site, you must discontinue your use of our Services, which will be your sole remedy.
3. If you choose to provide information to us, through our Services (for example for purposes of registering to use any of our Services), you agree to provide only accurate information and to maintain it up-to-date as it changes, as the case may be.
4. All content and material that you access or view through our Services, including any descriptions of merchandise, text, images and videos found on our Web site (our “**Content**”) is being made available to you solely for your personal use, without any sort of warranty. Without limiting the generality of the foregoing, we cannot guarantee that any Content shown through our Services is necessarily accurate, complete or fully up-to-date at the moment you view it. We reserve the right to revoke any offer and to correct any errors (including price errors), inaccuracies or omissions, which may include doing so after any order, has been submitted through our Services.
5. We reserve and retain any and all rights regarding all Content to which we own the intellectual property rights and which may be displayed or provided through our Services, including copyrights to the Content and trademark rights concerning the BARRETTE OUTDOOR LIVING and “Your Outdoor Living Expert” trademarks. You may, for example, view the publicly available pages of our Web site and print them for your personal non-commercial purposes, though you may not reproduce nor redistribute them in any way, shape or form, nor any Content displayed through our Services. We expressly disclaim any liability for any sort of damages or prejudice you may suffer as a result of your viewing of our Content, or your reliance thereon.
6. You acknowledge that, from time to time, we may change, modify, remove or replace any part of our Web site, Services and Tools, including any Content or part thereof, the whole at our entire discretion, and that we may not be held liable regarding any such change, modification, removal or replacement.

7. Users who visit, view and/or use our Services are responsible for verifying the accuracy, completeness, integrity and quality of any advice or information that may be displayed or provided through our Services, as all advice and information so provided is provided as is, without any warranty whatsoever. Online tools made available through our Services, including without limitations our fence estimation assistant (our “**Tools**”), are to be used at your own risk and are provided free of charge, for your convenience only, for example to assist you in preliminary calculations in estimating or planning projects. As such, our Tools should not be considered a replacement for actual calculations, measurements or the role of duly qualified tradesmen or professionals, and, consequently, we expressly disclaim any liability for any sort of damages or prejudice you or your property may suffer, by reason of your reliance on our Services, or as a consequence of any errors or mistakes in calculations or the results provided by our Tools.
8. While we make every effort to duly fulfill all orders, the availability of items ordered through our Services, as the case may be, cannot be guaranteed, even though it may be displayed on our Web site, for example. We further reserve the right to discontinue offering of any particular product, at any time, with or without notice to our users. The prices given or shown through our Services are quoted in US dollars, are subject to change, with our without prior notice, and are valid and effective only within the United States. Price shown through our Services exclude shipping and handling charges, as well as sales or use taxes, as the case may be, all of which must be paid by the user making each purchase. Any amounts or quotes that may be given or shown through our Tools are merely estimates, as prices upon making actual purchases of products and services may differ from such estimates.
9. The latest version of our privacy policy may be found at the following address, which we encourage you to read, as it will be deemed incorporated by reference in these terms and conditions: <http://www.barretteoutdoorliving.com/index.php/privacy-policy/>. We reserve the right to use any information that you may elect to provide us through your use of our Services or Tools. Without limiting the generality of the foregoing, if you provide us with your contact information through the Services or otherwise, you agree that we may contact you, from time to time, for purposes related to your registration and/or your use of our Services and/or to communicate to you information as to our products, services or promotions. As the case may be, you may unsubscribe to avoid receiving further communications by clicking the appropriate links in communications you receive from us.
10. The Services may contain certain hyperlinks to third-party sites and services. As the case may be, you acknowledge that we do not control what content may be accessed or viewed through such third-party sites or services and, consequently, acknowledge that we may not be held liable for any such third-party content. As the case may be, we make no representation nor any warranty as to any content, acts or omissions of such third parties.

11. BY USING AND/OR CONTINUING TO USE OUR SERVICES, YOU ACKNOWLEDGE AND AGREE THAT ANY USE OF OUR SERVICES AND TOOLS IS AT YOUR OWN RISK.
12. OUR SERVICES, INCLUDING OUR WEB SITE, ARE PROVIDED TO YOU WITHOUT ANY WARRANTY WHATSOEVER, ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE HEREBY DISCLAIM ANY WARRANTY, WHETHER IMPLIED OR EXPRESS, CONCERNING OUR SERVICES. FOR PURPOSES OF CLARITY, WE DO NOT WARRANT THAT ANY RESULTS OBTAINED THROUGH OUR TOOLS WILL BE ACCURATE, FIT FOR YOUR PURPOSES OR RELIABLE IN ANY WAY, SHAPE OR FORM. WE ALSO DO NOT WARRANT THAT ANY PRODUCTS OR SERVICES ORDERED OR OBTAINED THROUGH OUR SERVICES WILL MEET YOUR EXPECTATIONS OR BE FIT FOR YOUR NEEDS.
13. WE CANNOT AND DO NOT WARRANT THAT THE SERVICES ARE NECESSARILY FREE OF ANY COMPUTER BUGS, VIRUSES OR OTHER HARMFUL CODE. AS SUCH, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DAMAGES THAT YOU OR YOUR DATA, COMPUTER HARDWARE OR SOFTWARE MAY SUFFER AS A, DIRECT OR INDIRECT, RESULT OF ANY INTERACTION WITH OUR SERVICES, CONTENT OR TOOLS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THE PERFORMANCE OR THE FAILURE TO PROVIDE OUR SERVICES OR TOOLS, OR YOUR RELIANCE ON ANY RESULTS FROM OUR SERVICES OR TOOLS.
14. We reserve the right to change, modify or update any of the provisions of these terms and conditions, with or without prior notice to you. As such, these terms and conditions may be updated from time to time, in which case the latest version displayed on our Web site will be deemed to apply, whether you have received notice of the said change or not. The latest version of these terms and conditions may be viewed at the following address, which we encourage you to check from time to time, so as to be updated as to the most recent changes: <http://www.barretteoutdoorliving.com/index.php/privacy-policy/>
15. These terms and conditions will be governed by the laws applicable within the State of Ohio, USA, without regard to its conflict of laws principles. The parties agree that any legal proceedings relating to these terms and conditions will be presented before the competent courts of the State of Ohio, USA, to the exclusion of any other court of tribunal.

16. No waiver of any of the provisions of these terms and conditions shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the party to be bound by the waiver.
17. These terms and conditions together with the agreements and policies referred to herein constitute the entire agreement between the parties with respect to your use of our Services.
18. These terms and conditions shall be binding upon and enure to the benefit of you and our company, and their respective successors. Neither these terms and conditions nor any of the rights or obligations under them shall be assignable or transferable by you without our prior written consent.
19. If any provision of these terms and conditions should be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from these terms and conditions and the remaining provisions shall continue in full force and effect.