



## Terms and Conditions

These Terms and Conditions under which you may use the website located at [www.JazzandRiffsHardwareCollection.com](http://www.JazzandRiffsHardwareCollection.com) and all content and services as defined below, available therein (the "Site"). The Site includes certain information, data, text, graphics, content, and other materials (collectively, the "Content") relating to Jazz and Riffs Hardware Collection LLC and certain services available through the Site. By using the Site, you acknowledge that you have read, understood, and agree to be legally bound by this Agreement. BY USING THE SITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT.

IF YOU ARE AN INDIVIDUAL ACCESSING OR USING THE SITE ON BEHALF OF, OR FOR THE BENEFIT OF, ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED (AN "ORGANIZATION"), THEN YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOURSELF AND SUCH ORGANIZATION, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION TO THIS AGREEMENT. References to "you" and "you're" in this Agreement will refer to both the individual using the Site and to any such Organization.

THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH IN THE "ARBITRATION; GOVERNING LAW" SECTION BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OF ANY KIND.

We reserve the right to amend this Agreement at any time and from time to time by notifying you of such changes by any reasonable means, including by posting a revised Agreement through the Site. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such changes, or otherwise notified you of such changes. If you use the Site after such changes, you will be deemed to have agreed to the amended Agreement.

### United States Use Only

This Site is intended to be used only by persons who are residents of the United States. Persons that access the Site from outside the United States do so at their own initiative and risk and are responsible for compliance with all applicable laws.

### Intellectual Property Rights in the Site

You acknowledge that this Site and various elements contained therein are protected by copyrights, trademarks, trade secrets, patents, or other proprietary rights, and that these worldwide rights are valid and protected in all forms, media, and technologies existing now and hereinafter developed. You also acknowledge that the Content is and shall remain the property of Waterworks or its licensors. You agree to comply with all intellectual property laws, and you shall not encumber any interest in, or assert any rights to, the Content. You may not modify, transmit, participate in the sale, or transfer of, or create derivative works based on any Content, in whole or in part. However, you may print a single copy of the Content for your own personal, non-commercial use if you maintain any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices.

### Trademarks

Jazz & Riffs Hardware Collection is the owner of certain trademarks, trade names, service marks and logos that are listed below, as well as other trademarks, trade names, service marks and logos used on the Site (collectively the "Jazz & Riffs Hardware Trademark"). Other company, product, and service names and logos used and displayed on this Site may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Jazz & Riffs Hardware. Nothing on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use.

### Technical Documents

Downloading and/or use of the CAD BLOCK and/or Specification documents (the "Technical Documents") are subject to the following terms and conditions.

The Technical Documents are offered for the sole purpose of permitting Jazz & Riffs Hardware Collection customers and potential customers to understand the dimensions and appearance of

Jazz and Riffs products. The Technical Documents may not be used for any other purpose. The Technical Documents may contain Content that contains copyright, trademark, trade secret, patent, and/or other proprietary rights (the "IP Rights"), and these IP Rights are protected by United States, Canada, United Kingdom, and international law in all forms, media, and technologies existing now and hereinafter developed. All Content within the Technical Documents is and shall remain the property of Jazz and Riffs Hardware Collection. Users agree to comply with all intellectual property laws and shall not encumber any interest in, or assert any rights to, the Content within the Technical Documents. Users may not modify, transmit, participate in the sale or transfer of, or create derivative works based on any Content, in whole or in part. However, Users may print a single copy of the Content for personal, non-commercial use provided the User maintains any notices contained in the Content, such as all copyright notices, trademark legends, or other proprietary rights notices.

### Submissions

Any information and materials, including comments, ideas, questions, designs, images, and other similar communications that you submit on or through the Site (collectively, "Submissions") will be considered NON-CONFIDENTIAL and NON-PROPRIETARY, and will not place Jazz and Riffs Hardware Collection under any fiduciary or other obligation. Jazz and Riffs hardware has no control over and is not responsible for any use or misuse (including any distribution) by any third party of Submissions. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION PUBLICLY AVAILABLE THROUGH THE SITE, YOU DO SO AT YOUR OWN RISK.

### Security

Actual or attempted unauthorized use of the Site may result in criminal and/or civil prosecution. Jazz & Riffs Hardware reserves the right (but does not have any obligation) to view, monitor, record and analyze activity on the Site without notice or permission from any user. Any information obtained by monitoring, reviewing, recording, or analyzing is subject to review by law enforcement organizations in connection with investigation or prosecution of possible illegal activity on the Site. Jazz and Riffs Hardware will also comply with all court orders as well as all law enforcement and regulatory inquiries involving requests for such information.

### Rules of Conduct

1. Post, transmit or otherwise make available any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise failing to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.

Post, transmit or otherwise make available any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment.

1. Use the Site for any purpose that is fraudulent or otherwise tortious or unlawful; harvest or collect information about users of the Site; or systematically download and store Site content.

Restrict or inhibit any other person from using the Site; interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available, including by hacking or defacing any portion of the Site; or violate any requirement, procedure or policy of such servers or networks.

Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the Site except as expressly authorized herein; reverse engineer, decompile or disassemble any portion of the Site.

Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Site content or reproduce or circumvent the navigational structure or presentation of the Site.

Certain weights, measures and similar descriptions are approximate and are for convenience only. We make reasonable efforts to accurately display the attributes of Products, including the applicable colors, however the actual colors you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. It is your responsibility to ascertain and obey all applicable local, state, federal and foreign laws (including minimum age requirements) regarding the possession, use and sale of any Product.



## Transactions

You may be asked to supply certain relevant information, such as your credit card number and its expiration date, your billing address, and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT TO USE ANY CREDIT CARD THAT YOU SUBMIT IN CONNECTION WITH A TRANSACTION. By submitting such information, you grant us the right to provide such information to third parties for the purposes of facilitating Transactions. Verification of information may be required prior to the acknowledgment or completion of any Transaction. By making a Transaction, you represent that the applicable Products will be used only in a lawful manner.

Products will be shipped to an address designated by you, if applicable, so long as such an address is complete and complies with the shipping restrictions contained on the Site. All Transactions are made pursuant to a shipment contract and, as a result, risk of loss and title for Products pass to you upon delivery of the Products to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

## Disclaimer of Warranties

Jazz & Riffs hardware uses reasonable efforts to include accurate and up to date information and photographs on the Site, Jazz and Riffs Hardware makes no warranties or representations as to the accuracy of this information and these photographs. Jazz and Riffs Hardware assumes no liability or responsibility for any errors or omissions in the content or photographs on the Site.

## Use of Personal Data

Your use of the Site may involve the transmission of your personally identifiable information (the "Personal Data") to us. Our policies with respect to the collection and use of Personal Data are governed according to our [Privacy Policy](#).

## Arbitration; Governing Law

The terms of this Agreement are governed by the laws of the United States (including federal arbitration law) and the State of Arizona, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND Waterworks, WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY, AND YOU AGREE THAT Waterworks AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. YOU AGREE THAT ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU AGREE TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION. The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by this Agreement.

## California Transparency in Supply Chains Act (SB 657) Disclosure

We are providing the following disclosure in compliance with the California Transparency in Supply Chains Act of 2010 (SB 657), which requires that companies disclose their efforts to eradicate slavery and human trafficking from their direct supply chains. Waterworks does not currently take steps to conduct audits, training, and verifications, to require certifications, or to apply accountability standards and procedures with respect to its vendors.

## ORDERING

Please review the Sales Order thoroughly for accuracy, quantities, and dates. All quantities must be provided to Jazz & Riffs. Although we may assist in preparation of quantities or details and specifications, Jazz and Riffs is not responsible for discrepancies on quantities, custom design specifications or installation. Product availability dates are provided on the Sales Order and are estimates only. We will make every effort to contact you in the event of a change to the product availability dates will not be liable for any loss, expense or damage incurred by you if Jazz and Riffs Hardware fails to meet the estimated availability dates.

## CANCELLATIONS & RETURNS

All returned items are charged a Thirty percent (30%) return processing fee. Return credit will only be issued based upon receipt and inspection of the product. A refund will not be issued if the product is not in its original condition or packaging. The return processing fee and all applicable shipping charges will be deducted from the Client's refund amount. All products (as noted in the Sales Order), are non-refundable. Any request to cancel product on an order five days (5) after the order was placed will be subject to a thirty percent (30%) service and handling fee.

## SALES/RETURN POLICY

Open your hardware immediately upon receipt. Defective or damaged items will be replaced. Returns must be requested in writing, by fax or email, clearly stating the items, reason for the return and citing the original purchase order number. All sales are considered final after 5 days and requests for returns will no longer be accepted. Jazz & Riffs will supply an RGA # (Returned Goods Authorization number) with the return address. All returns are subject to a 30% re-stocking fee. There are no refunds. Any credit balance will be issued as a credit on the account to be used within a 6-month period from the date of issue. Returned hardware is subject to inspection. It must be in perfect condition and in the original packaging. Hardware that has been modified or installed will not be accepted. Returns are to have the RGA# must be clearly visible on the outside of the package. To obtain the RGA number please email all information and pictures of piece(s) to [orders@jazzandriffs.com](mailto:orders@jazzandriffs.com) It is the responsibility of the purchaser to pay for return shipping. Prices are subject to change without notice.

\*\*\* Unauthorized returns will not be accepted\*\*\*

## SHIPPING & DELIVERIES

The Client must inspect deliveries within five (5) business days of delivery for damages, shortages, finish, and color. It is the Client's responsibility to accept delivery and verify accuracy of the shipment. Any visible damage or shortage must be noted by the Client or the Client's agent on the freight carrier's Delivery Documents at the time of delivery. All claims for damage and/or shortage must be reported to within five (5) business days of the delivery. If no report of damage and/or shortages is made to us within five (5) business days of delivery, Jazz & Riffs Hardware disclaims all responsibility for any damage or shortages. All deliveries are curbside unless otherwise specified; additional charges may be applied for special delivery handling.

Client is responsible for a forty dollars (\$40) re-delivery fee on all shipments where Client missed the scheduled appointment with carrier. Client is responsible for a fifty dollars (\$50) re-consignment fee on shipments when Client changes the delivery address while the product is in route. The client will be responsible for additional freight charges when failed delivery attempts occur.

For more information: [www.JazzandRiffsHardwareCollection.com](http://www.JazzandRiffsHardwareCollection.com) – ph.206.628.9588 – email: [orders@jazzandriffs.com](mailto:orders@jazzandriffs.com)