



### TERMS & CONDITIONS WWW.OWLEE.COM TERMS OF USE (TOU)

The following terms and conditions are applicable to all pages of www.owlee. com/store and www.owlee.com/clearancecenter, here and after referred to as "OW Lee Online Stores" operated by OW Lee Co., Inc., here and after referred to as OW Lee. You are advised to carefully read and understand these terms before using OW Lee Web Stores. By using the tools, services, products and links on this site or any other affiliated sites, it is assumed that you will be subject to the terms and conditions ("T&C" agreement). BY VIRTUE OF ACCESSING, BROWSING, AND/OR USING THE SERVICES OF OW LEE WEB STORES YOU WILL BE BOUND BY THE TERMS OF USE STATED HEREIN. IN THE CASE THAT YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT USE OUR SERVICES.

# **REVISION AND MODIFICATION OF THE AGREEMENT**

OW Lee may by its sole discretion, modify or revise the terms of use and policies at any time as it may deem necessary. By agreeing to the terms of use herein you are bound by any such modifications or changes. It should be noted that nothing specified on these terms of use shall be used to confer any third-party rights and benefits.

### INTELLECTUAL PROPERTY RIGHTS

It is assumed that by using OW Lee Online Stores you agree that all content such as photos, text, graphics are copyrights with the copyrights being owned exclusively by OW Lee. You are however allowed to print hardcopies of the content for the sole purpose of placing an order.

This Web Site, including all materials present (excluding any applicable third party materials), is the property of OW Lee and is copyrighted and protected by worldwide copyright laws and treaty provisions. You hereby agree to comply with all copyright laws worldwide in your use of this Web Site and to prevent any unauthorized copying of the Materials. OW Lee does not grant any express or implied rights under any patents, trademarks, copyrights or trade secret information. All trademarks, services marks, trade names, logos, and icons are proprietary to OW Lee. Nothing contained on the website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on this website without the written permission of OW Lee or such third party that may own the trademarks displayed on this website. Your use of the trademarks displayed on this website, or any other content on this website, except as provided herein, is strictly prohibited. Images displayed on this website are either the property of, or used with permission by, OW Lee. The use of these images by you, or anyone else authorized by you, is prohibited unless for the purposes of placing an order or specifically permitted herein. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. Unless otherwise stated, this clause shall override the privacy statement. OW Lee has business relationships with thousands of customers, suppliers and others. For convenience and simplicity, words like joint venture, partnership, and partner are used to indicate business relationships involving common activities and interests, and those words may not indicate precise legal relationships.

#### **RELEASE OF LIABILITY**

It should be noted that OW Lee is by no means liable to the misuse of products sold on OW Lee Web Stores. OW Lee recommends that all applicable parts and products be installed by a licensed professional or under the supervision of said professional. We advise our customers to install all products based on local law and code.

#### STATEMENT ON TYPOGRAPHICAL ERRORS

It is possible that information appearing on OW Lee Web Stores, such as product attributes and pricing, may be incorrect by mistake. In this event, OW Lee reserves the right to refuse and/or cancel such orders. If already charged, the customer will be notified and have the option to pay the difference or cancel order. If the order is canceled, the customer will receive a full refund of any money paid incorrectly. OW Lee reserves the right to change the sale price for any item at any time.

- Harassment via chat, email, or phone, in the form of abusive speech and language is not acceptable and will not be tolerated.
- OW Lee is not responsible for communications posted by site users in the way of product reviews etc. OW Lee is not responsible for the content of third party websites accessed by links on OW Lee Web Stores (ex: facebook, twitter, etc)

• You agree to indemnify OW Lee and all employees and related service providers from/ against all losses, expenses, damages and costs, including attorney's fees, resulting from any violation of these terms and conditions.

#### SALES TAX

OW Lee is required to charge sales tax on all purchases shipped to California, Illinois, Texas, and Washington State. Sales tax is added to the merchandise total at checkout. We do not collect sales tax on orders made and shipped outside of California, Illinois, Texas, and Washington State.

#### **PRIVACY POLICY**

Personal information is not sold or distributed by OW Lee. Customer information is for the sole purpose of purchasing and shipping.

International Customers (ex. Canadian) are responsible for all duties tariffs and customs fees.

OW Lee does our best to portray all information needed to make an informed decision/purchase. Such as, photos, videos, text and more. Please note that product attributes and colors may vary slightly.

#### SHIPPING LEAD TIME

Most products made to order products on OW Lee Clearance Center are processed and ship within 6 weeks of placing your order unless noted otherwise. Stocked items ship within 2 weeks. Additionally, OW Lee may provide estimated leads times over the phone. These lead times are estimated. OW Lee is not responsible for manufacturing delays, back orders, carrier delays, and delays caused by adverse weather conditions, etc. We do everything we can to process and ship your order as soon as possible. If you need a product by a certain date or time, please let us know this prior to placing your order so we can accommodate your needs.

## VIOLATIONS

Please report any violations of the TOU or make any comments by calling (909)947-3771. You agree, however, that:

(i) by submitting unsolicited ideas to OW Lee or any of its employees or representatives, you automatically forfeit your right to any intellectual property rights in these ideas; and

(ii) ideas submitted to OW Lee or any of its employees or representatives automatically become the property of OW Lee. You hereby assign and agree to assign all rights, title and interest you have in such comments and ideas to OW Lee together with all intellectual property rights therein

## CONTACTS

If you have any questions about the TOU, please email us at: sales@owlee.com. When you visit our Site or send us any emails, you consent to receive communications from us electronically. We will communicate with you by email or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically will satisfy any legal requirement that such communication be in writing.