

TRUSSBILT WEB SITE TERMS AND CONDITION OF USE

Welcome to the Terms and Conditions of Use Agreement (the “Agreement”) for the Trussbilt web site (the “Site”). This Site and all of its contents is exclusively owned by Trussbilt, LLC (“Trussbilt”). This Agreement describes the terms and conditions and the general principles applicable to your use of the Site.

By visiting or using this Site, you intend to and expressly agree to be bound by all the terms and conditions of this Agreement and the Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference. Trussbilt may amend this Agreement at any time by posting the amended terms on the Site. If you do not agree to these terms and conditions of use, please cancel this transaction and do not use this Site.

1. Service Terms

a. Use of Site. Trussbilt grants you a limited non-exclusive revocable license to access, and use this Site, provided you do not modify or alter any portion of it. The permission granted to you shall terminate automatically if you breach any of the terms and conditions set forth in this Agreement. Trussbilt reserves the right to modify or remove any materials or products listed on the Site at any time without notice.

b. Prohibited Use of Site. You shall not make any commercial use of this Site or its contents, product listings, descriptions, or prices. You further agree not to download or copy any product information for the benefit of any third party or use any data mining, robots, or similar data gathering and extraction tools. This Site or any portion of this Site may not be reproduced, duplicated, copied, displayed, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of Trussbilt. You further agree not to disseminate, store or transmit viruses, Trojan horses, or any other malicious code or program or engage in any other activity deemed by Trussbilt to be in conflict with the spirit or intent of this Agreement. You agree to use the Site only for lawful purposes. You are prohibited from posting on or transmitting through the Site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profanity, hateful, racially, ethnically, or otherwise objectionable material of any kind, including, but not limited to, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law.

c. Equipment. You shall be solely responsible for providing, maintaining, and ensuring compatibility with the Site including all hardware, software, electrical and other physical requirements for your use of this Site, including, without limitation, telecommunications, Internet access connections, web browsers or other equipment, programs and services required to access and use the Site.

d. Privacy. Trussbilt does not sell or rent your personal information to third parties for their marketing purposes without your explicit consent and we only use your information as described in the Privacy Policy. We understand clearly that you and your information are one of our most important assets. We store and process your information on computers located in the United States that are protected by physical as well as technological security devices. Our

current Privacy Policy is available at _____ [provide link]. If you object to your information being transferred or used in this way, please do not use this Site.

e. Cookies. When you visit this Site, Trussbilt may store some information on your computer. This information will be in the form of a “cookie” or similar file and can help us maintain and improve this Site in many ways. A “cookie” is a small amount of data that is transferred to your browser by a web server and can only be read by the server that gave it to you. It functions as your identification card, recording such things as Internet addresses, passwords, and preferences. It cannot be executed as code or deliver viruses. With most Internet browsers, you can erase “cookies” from your computer hard drive, block all “cookies,” or receive a warning before a “cookie” is stored. Please refer to our Privacy Policy for more information regarding the use of cookies.

f. Accessibility. You agree that from time to time this Site may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Trussbilt may undertake from time to time; or (iii) causes which are beyond the control of Trussbilt or which are not reasonably foreseeable.

2. Ownership of Intellectual Property

a. Trademarks. The following trademarks, service marks, and logos (the “Trademarks”) used and displayed on this Site are registered and unregistered Trademarks exclusively owned by Trussbilt. Under no circumstances may you use or copy any of the Trademarks. Nothing herein should be construed as granting any license or right to use any Trademark displayed on this Site without the express written permission of Trussbilt. All other brand names not exclusively licensed to Trussbilt on this Site are owned by their respective owners. You may not frame or utilize framing techniques to enclose any Trademarks, brand names, logos, or use any meta tags or any other “hidden text” utilizing Trussbilt’s Trademarks without the express written consent of Trussbilt. Any unauthorized use terminates the permission or license granted by Trussbilt.

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3. Links

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4. Disclaimer of Warranties

TRUSSBILT AND ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND AFFILIATES PROVIDE THIS SITE AND PRODUCTS OFFERED ON THIS SITE "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

5. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL TRUSSBILT OR ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, AND AFFILIATES BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES AND PRODUCTS OFFERED ON THIS SITE, INCLUDING, WITHOUT LIMITATION, YOUR USE OR INABILITY TO USE THE SITE, ANY CHANGES TO OR INACCESSIBILITY OF THE

SITE, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, ANY TRANSACTION OR AGREEMENT ENTERED INTO THROUGH THE SITE, OR ANY DATA OR MATERIAL FROM A THIRD PERSON ACCESSED ON OR THROUGH THE SITE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, OR OTHERWISE.

SOME STATES PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. THUS, THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

6. Release and Indemnification

a. Release. In the event that you have a dispute with a purchase or the manufacturer of any products or provider of services offered on this Site, you agree to release Trussbilt and its members, governors, directors, officers, employees, and agents from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

b. Indemnification. You agree to indemnify, hold harmless and defend Trussbilt, its members, governors, directors, officers, employees, and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney’s fees, asserted by any person, arising out of, or relating to: (a) this Agreement; (b) your use of this Site, including any data or work transmitted or received by you; and (c) any prohibited use of the Site as set forth in Section 1b.

7. Termination

This Agreement is effective upon your acceptance as set forth herein and shall continue in full force until terminated. Trussbilt reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Site; (b) suspend your access to or use of all or any portion of the Site; and (c) terminate this Agreement.

8. Miscellaneous

a. Amendment. Trussbilt shall have the right, at any time and without notice, to add to or modify the terms of this Agreement. Your access to or use of the Site after the date such amended terms are delivered to you shall be deemed to constitute acceptance of such amended terms.

b. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

c. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

d. **Notice.** All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to either party's last known post office, facsimile or e-mail address, respectively. User hereby consents to notice by e-mail. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.

e. **Law.** This Agreement is made in and shall be governed by the laws of the State of Minnesota without reference to conflicts of laws.

f. **Forum.** All actions, claims, or disputes arising under or relating to this Agreement shall be brought in the federal or state courts in the State of Minnesota. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by the federal and/or state courts in the State of Minnesota. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in the State of Minnesota and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court in the State of Minnesota.

g. **Process.** The parties irrevocably submit and consent, and irrevocably waive any and all objections which any party may now or hereafter have, to process being served in any such suit, action or proceeding referred to in the preceding subsection, pursuant to the rules of the applicable court, including, without limitation, service by certified or registered mail, return receipt requested. No provision of this section shall affect the right of any party to serve process in any manner permitted by law or limit the right of any party to bring suits, actions, or proceedings to enforce in any lawful manner a judgment issued by the state or federal courts of the State of Minnesota.

h. **Attorney's Fees.** If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

i. **Headings.** The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

j. **Force Majeure.** If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the reasonable control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

k. **Survival.** The terms and provisions of Sections 2, 3, 4, 5, and 6 shall survive any termination or expiration of this Agreement.

I. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Service and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Service.

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