

TERMS AND CONDITIONS

Effective Date: November 26, 2024

PLEASE READ THESE TERMS AND CONDITIONS (“TERMS”) BEFORE USING THE SERVICES (AS DEFINED BELOW). THEY ARE THE RULES AND REQUIREMENTS THAT APPLY TO THE SERVICES. DO NOT CREATE AN ACCOUNT, PURCHASE A PRODUCT, OR ACCESS OR USE THE SERVICES IF YOU ARE NOT IN AGREEMENT WITH THESE TERMS.

THESE TERMS REQUIRE YOU TO WAIVE THE ABILITY TO HAVE ANY DISPUTE HEARD BY A JURY, OR TO BRING ANY CLAIMS AGAINST US IN A CLASS ACTION FORMAT.

Welcome to the apogeeinteriors.com website. These Terms are a contract between you and Texas Barton Group, Inc. (“TBG”, “we”, “us”, or “our”) with regard to the access and use of our website - apogeeinteriors.com - and its component pages, and any other website, application, or service made available by TBG (collectively, “Site”) and other products and accessories provided by us (together with the Site, collectively, the “Services”). For purposes of these Terms, “affiliates” shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with, TBG. Both these Terms and separate terms of service or sale documents may apply to your use of the Services or to a service or product offered via the Site and Services (“Additional Terms”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. The Site is made available to you pursuant to these Terms. Please read these Terms fully and carefully before accessing and using the Site.

SUMMARY OF KEY POINTS

You should read these Terms in their entirety and our Limited Product Warranty Statement (the terms of which are incorporated into these Terms by reference), but here are some key points:

- By creating an account, ordering a product from the Site, using the Services, or otherwise interacting with our Services, you accept these Terms.
- YOU AGREE TO WAIVE THE ABILITY TO HAVE ANY DISPUTE HEARD BY A JURY, OR TO BRING ANY CLAIMS AGAINST US IN A CLASS ACTION FORMAT as set forth in Section 12 (Dispute Resolution).
- Your use of the Site is AS IS, without warranty and will result in no liability to us as set forth in Section 7 (Disclaimer of Warranties, Limitations of Liability and Damages).

TABLE OF CONTENTS

1. GENERAL TERMS OF USE
2. GENERAL USE OF SITE
3. PLACING ORDERS THROUGH THE SITE
4. USER MATERIALS
5. OWNERSHIP AND USE OF THE SITE AND THE SITE CONTENT
6. WEBSITE DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND DAMAGES
7. INDEMNIFICATION
8. ACCESSING THE SITE FROM OUTSIDE THE UNITED STATES
9. INFRINGEMENT POLICY AND REPORTING PROCEDURE
10. NOTICE TO CALIFORNIA RESIDENTS
11. DISPUTE RESOLUTION
12. THIRD PARTY WEBSITE CONTENT
13. ENTIRE AGREEMENT
14. ADDITIONAL TERMS
15. NO WAIVER
16. ASSIGNMENT
17. SEVERABILITY
18. FORCE MAJEURE
19. CONTACT US

1. GENERAL TERMS OF USE

a. User Agreement. By using the Services, you accept these Terms and agree to be legally bound and to abide by the terms, conditions, and notices contained or referenced herein, just as if you had signed them.

b. Revision of Terms. TBG may supplement, amend, or otherwise modify these Terms at any time. Such modifications will be posted on this or another page of the Site, as TBG deems appropriate in its sole discretion, and such modifications shall be deemed effective as of their stated effective or modification dates. It is your responsibility to carefully review these Terms each time you visit, access, register with or use the Site and/or the Services.

c. Capacity. You must be at least 18 years old or the age of majority in your jurisdiction to use our Services. By using the Services, you represent and warrant to TBG that you are at least 18 years of age and have the right, authority, and capacity to enter into, and abide by, the Terms.

Each time you access or use the Site, including, but not limited to, any products, programs, and services described in these Terms, (a) you affirm that you are of legal age to enter into these Terms, or, if you are not, that you have obtained parental or guardian consent to enter into these Terms and (b) you are agreeing to the terms and conditions of these Terms then in effect with TBG.

2. GENERAL USE OF SITE

a. Account Information. In connection with your use of certain features of the Services, you may be required to create an account or complete registration form. When you create an account with TBG or otherwise register for Services through our Site (“User Agreement”), you agree to provide true, accurate, current, and complete information about yourself as required by the account application and other documentation made available on the Site. Without limiting any other provision of these Terms, if any information provided by you is untrue, inaccurate, not current, incomplete, or misleading, TBG may immediately close your account and terminate your right to use the Site, among other remedies that may be available to TBG.

b. Use and Sharing. When you provide User Agreement information, you understand and agree that you have established a business relationship between you and TBG. Accordingly, TBG may send your information to certain affiliates and third parties and you agree that TBG, its affiliates, and persons calling on TBG’s behalf may contact you using information you provided with information and offers of services available through TBG and the Site. You also give TBG permission to retain all such provided information and to make live or recorded calls to discuss, provide or remind you of any information regarding your submission or other matters in connection with your account.

c. Account Integrity. For any Service, by providing User Agreement information, you represent that all the information you have provided is true, accurate, current, and complete. You further acknowledge that you alone will use your account to access the Services. You must not sell, transform, or assign your account to anyone else. You agree to keep your login information confidential, to employ reasonable and appropriate safeguards to prevent unauthorized access to your account, and to not share your account credentials with any third party or allow anyone else to log into our Services as you. You are responsible for all activities that occur under your account. If you believe that your account is no longer secure, you agree to notify us immediately.

d. Electronic Communications Consent. By creating an account or clicking on any button indicating an acceptance or agreement to terms, contacting us through the Site, providing your email address to us for any reason, or otherwise using the Site, you understand that you are consenting, acknowledging, and agreeing to receive any type of electronic communication (including, without limitation, legal communications, advertisements and other commercial e-mails, informational e-mails, and electronic notices, updates, and newsletters), whether by email or via the internet, from TBG. You hereby consent to any such communication, so it will not be considered spam or unauthorized by any local, state or federal law or regulation. You agree that the consents described herein shall remain valid and in effect until you revoke them by opting out as described below.

e. Text Communications. To receive SMS, MMS, or text messages (“Text Communications”) from TBG, including messages relating to the delivery of orders you place on the Website, you must provide a mobile phone number and agree to these Terms. We will send you a text message requesting that you affirm your choice to receive Text Communications, and you must respond to that message to verify your mobile phone number before you can begin receiving Text Communications. By affirming your choice to receive Text Communications, you acknowledge and agree that (i) we will send Text Communications to the number you provide and anyone with access to that mobile phone or carrier account will be able to see any such Text Communications; and (ii) you are the subscriber for the number you provide and will inform us if you are no longer the subscriber. After you opt in to receiving Text Communications, message frequency will vary.

Message and data rates apply. You can opt out of receiving Text Communications at any time by texting “STOP” to the number you receive in Text Communications. You will receive one final message confirming You are unsubscribed. If you wish to join again, you can opt in on the Site at any time.

f. Electronic Communications Opt Out. **You may opt out of receiving communications from The Barton Group** at any time by engaging in any of the following reasonable means: (1) by sending an e-mail to info@crtflooring.com with a subject line of “Opt-Out of Electronic Communications”; or (2) by responding to any SMS, mobile, or text message you receive from TBG in accordance with the express written instructions of that particular messaging program. You acknowledge that opting out of receiving any such communications may impact your receipt, the success, and/or the performance of all or any part of the Site and/or your ability to receive certain messages and/or notifications from TBG.

g. Standards and Prohibited Uses. You agree that you will not: (i) engage in any activities, including, without limitation, the uploading, posting, emailing, or transmitting of User Materials, that (a) attempt to or do harm to us, the Services, or any others; (b) are unlawful, false, inaccurate, misleading, offensive, obscene, lewd, violent, harassing, threatening, abusive, tortious, defamatory, invasive of another’s privacy, or are otherwise objectionable to us, in our sole discretion; or (c) violate any right of any third party, including, without limitation, the uploading, posting, emailing, or transmitting of User Materials that violates another person’s intellectual property right, right of privacy, right of publicity, trade secret right, or other proprietary right; (ii) reverse engineer, disassemble, or modify any source or object code or any software or other products, services, or processes accessible through the Services, install any software, file, or code on the Services that is not authorized by us, or attempt to do so; (iii) engage in any activity (other than the use of specific features of the Services, such as Site Timer or Activity Blocker) that interferes with a user’s access to the Services or the proper operation of the Services; (iv) access or collect information from the Services using automated means (such as through scripts, robots scrapers, or spiders); (v) use any meta tags or other “hidden text” utilizing any of our Trademarks; (vi) interfere with or circumvent any security feature of the Services or any feature that restricts or enforces limitations on the use of or access to the Services or its Content; (vii) use the Services for commercial or political purposes; (viii) disclose, harvest, or otherwise collect information, including email addresses or other private information about any third party, without that party’s express consent; or (ix) otherwise violate these Terms, or any Additional Terms, or solicit, encourage, or facilitate anyone else to do so.

3. **PLACING ORDERS THROUGH THE SITE**

a. Description of Products and Services. TBG attempts to provide product descriptions that are as accurate as possible. However, TBG does not warrant that product descriptions or other content of the Site is accurate, complete, reliable, current, or error-free. If a product you purchase from us is not as described, your sole remedy is to return it in unused condition for a replacement or refund in accordance with our Limited Product Warranty Statement and Return Policy and Procedure.

b. Availability and Modification of Products and Services. TBG might offer, sell, license, or otherwise make available various products or services on, through, or in relation to the Site, some of which might only be made available to you upon completion and submission of an online form or other instructions provided to you by TBG. TBG has the right to refuse its products

and services to you if it suspects that you are in any way involved in fraudulent or illegal activity; and may contact your payment method issuer, law enforcement, or others and share information relating to your payments, as applicable, if TBG believes doing so will prevent a violation of the law or financial loss. Not all the products or services described on the Site are available in all geographic areas. You may not be eligible for all the products or services described. TBG reserves the right to determine the eligibility for any such product or service as permitted by law. TBG reserves the right, but not the obligation, to change or otherwise alter the operation, features, and content of the Services as TBG sees fit in its sole discretion from time to time.

c. Pricing. Prices shown on the Site are estimates. While TBG strives to provide accurate product and pricing information, pricing or typographical errors may occur. If an item is listed at an incorrect price or with incorrect information due to an error in pricing or product information, TBG shall have the right, at our sole discretion, to either contact you for instructions or cancel your order and notify you of such cancellation. Prices are in U.S. dollars and do not include applicable taxes, if any. Promotional prices and discount offers are valid only during the applicable period established for the promotion. Prices and availability are subject to change without notice. TBG has the right to cancel any order for products or services listed at an incorrect price due to any error, whether or not the order has been confirmed. TBG will provide notice to you when cancelling any such order.

d. Measurements. If your order includes products that are made according to measurements you provide us, please ensure these measurements are correct and accurate as your right of return as set out our Return Policy and Procedure will not be available unless the products are faulty or incorrectly delivered. Any information on the Site and in our catalogues and other media regarding sizing, weights, capacities, specifications, dimensions and measurements of products and accessories is included as a guide only, we recommend that you contact us prior to placing an order and/or purchasing a product.

e. Purchase Limits. TBG may, in its sole discretion, establish a spending limit for your account. Your payment card issuer may also establish spending limits that affect Your right to place orders through the Site. You should consult the cardholder agreement between You and Your payment card issuer to determine what limits, if any, exist.

f. Updating or Cancelling an Order. Please note that there may be certain orders that we are unable to accept and must cancel. We reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or problems identified by our credit and fraud avoidance department. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after payment has been received, we will issue a credit by the charged payment method for the amount of the charge, or by an alternate method at our sole discretion. You cannot cancel an order on the Site. An order can be cancelled by you only by speaking with a sales associate. Your right to cancel an order only applies to goods that are returned in the same condition as you received them. You should also include all of the product instructions, documents, and wrappings. Goods that are damaged or not in the same condition as you received them or which are worn simply beyond opening the original packaging will not be refunded. You should therefore take

reasonable care of the purchased goods while they are in your possession. You will not have any right to cancel an order for any of the following goods: (i) goods are made to your specifications or clearly personalized. (ii) goods which according to their nature are not suitable to be returned, deteriorate rapidly, or where the date of expiry is over. (iii) goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery. (iv) goods which are, after delivery, according to their nature, inseparably mixed with other items. (v) digital content which is not supplied on a tangible medium if the performance has begun with your prior express consent and you have acknowledged your loss of cancellation right.

g. Method of Payment; Billing and Payments. You must make appropriate arrangements to provide a valid method of payment, including without limitation a valid credit or debit card, to order products through the Site. You authorize TBG to charge your chosen method of payment for all purchases made through on the Site, plus applicable taxes, fees and other charges (including sales tax, service fee, and delivery charge). You represent that you have the legal right to use any method of payment you provide, and you agree to pay for any order through the Site placed by you or anyone using your account regardless of whether you authorized that person's activities or actions.

h. Reservation of Rights. When you place an order through the Site, it will be subject to TBG's acceptance. TBG may require verification of information before accepting or fulfilling any order. An order number or order confirmation does not indicate that TBG has accepted your order. At any time after receiving your order, TBG may accept or decline it for any or no reason and without liability to you or anyone else. If TBG cancels an order for which your method of payment has already been charged, TBG will issue a refund to you. All returns and refunds for orders placed on the Site are subject to TBG's Return Policy and Procedure.

i. Delivery Terms. If delivery is available for your order, TBG will deliver your order to the delivery address you provide at the time of purchase. We will conclusively presume that anyone at the delivery address who receives and accepts the delivery is authorized by you to do so, regardless of whether you authorized that person's actions or activities. If no one is at the delivery address at the specified time nor any delivery instructions provided for unattended (contactless) delivery or otherwise, we may not deliver your order, and you may be charged a restocking fee or the cost of return shipping. In the case of unattended (contactless) deliveries, your order will be delivered to the delivery address provided at the time of purchase regardless of whether someone is there to receive and accept delivery. You are responsible for properly storing your items promptly after delivery. TBG cannot guarantee the quality of items that are not properly stored promptly after delivery.

j. Carrier Charges. You are responsible for all charges and fees associated with connecting to and using the Site, including without limitation all telephone access lines (including mobile data and data roaming charges, when applicable), telephone or internet service provider fees, telephone and computer equipment, sales taxes and any other fees and charges necessary to access our Site.

4. USER MATERIALS

a. License of User Materials. We may allow the recording, submission, or distribution of artwork, audio, video, or other content created by users such as reviews and comments (“User

Materials”) on or through the Services. All rights to User Materials including all intellectual property rights shall remain the exclusive property of the user. By recording, submitting, or distributing User Materials on or through the Services, you grant us a limited, nonexclusive, worldwide, fully paid, license to use, store, copy, distribute, display, transmit, and sublicense such User Materials solely for the purposes of delivering the Services to you, in all formats, on or through any medium now known or hereafter developed, and with any technology or devices now known or hereafter devised. If you are an adult, you consent to the publication of any testimonials you send to us along with your name and other information you submit in connection with such testimonial.

b. Warnings; Disclaimers. PLEASE NOTE THAT THE USER MATERIALS MIGHT BECOME THE SUBJECT OF PUBLIC DISCLOSURE. THUS, TBG IS NOT RESPONSIBLE FOR, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING FROM OR IN CONNECTION WITH, ITS USE OF ANY USER MATERIALS IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

5. OWNERSHIP AND USE OF THE SITE AND THE SITE CONTENT

a. Ownership. All text, graphics, photographs, videos, sound, trademarks, logos, artwork, interfaces and computer code, including but not limited to the design, coordination, “look and feel” and arrangement of elements contained on the Site (collectively “Intellectual Property”) is owned or licensed by or to TBG. The Intellectual Property is protected by trademark, copyright, and patent laws, and other intellectual property rights and unfair competition laws. Nothing on the Site should be construed as granting any license or right to use any Intellectual Property.

b. Site Content. You may access and use this Site and all text, graphics, images, photographs and other information and materials made available on this Site (collectively, “Site Content”), and print Site Content and copy such printed Site Content, for your personal and informational use only. You are not permitted to remove from any printed Site Content any copyright, trademark or other notice or attribution as it appears on the Site Content. Except as expressly set forth in these Terms, Site Content may not otherwise be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of TBG.

c. Modification or Removal of Site, Site Content. TBG reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently the Services or your access to them (including User Materials), with or without notice and without cost or penalty to TBG. Furthermore, the Site may become unavailable due to maintenance or malfunction of computer equipment or other reasons. You agree that TBG will not be liable to you or to any third party for any modification, suspension, malfunction, or discontinuance of the Services. If any information you provide, or if we have reasonable grounds to suspect that any information you provide, is false, inaccurate, or otherwise violates these Terms or any Additional Terms, then we may suspend or terminate your account or deny you access to all or part of the Services. Any suspension or termination will not affect your obligations to us, including any payment obligations to us, and you will not be entitled to a refund of any payments. Upon suspension or termination of your access to the Services, or upon notice from us, your permission to use the Services will terminate immediately.

6. WEBSITE DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND DAMAGES.

A. THE SITE AND SITE CONTENTS ARE PROVIDED BY TBG ON AN “AS IS” “AS AVAILABLE” BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TBG MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE ACCURACY OR COMPLETENESS OF THE SITE CONTENTS, OR THAT EMAILS SENT FROM TBG ARE FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMITTED BY LAW, TBG DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SITE AND THE SITE CONTENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

B. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, TBG AND/OR ITS RESPECTIVE LICENSORS, AFFILIATES, AND SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, LACK OF VIRUSES, OR OTHER HARMFUL COMPONENTS AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS CONTAINED WITHIN THE CONTENT OF THE SITE FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. TO THE EXTENT ALLOWABLE BY LAW, TBG AND/OR ITS RESPECTIVE LICENSORS, AFFILIATES, AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, AND NON-INFRINGEMENT.

C. YOU ALSO SPECIFICALLY AGREE THAT TBG IS NOT RESPONSIBLE FOR ANY CONTENT SENT AND/OR INCLUDED ON THE SITE BY ANY THIRD PARTY. YOU FURTHER AGREE THAT TBG AND/OR ITS RESPECTIVE LICENSORS, AFFILIATES, AND SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES TO THE SITE AND/OR MAY DISCONTINUE ANY PART OF THE SITE AT ANY TIME.

D. ALSO SUBJECT TO PARAGRAPH e. OF THIS SECTION AND TO THE EXTENT ALLOWABLE BY LAW, IN NO EVENT SHALL TBG AND/OR ITS RESPECTIVE LICENSORS, AFFILIATES, AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER. IF THIS LIMITATION OF LIABILITY OR THE EXCLUSION OF WARRANTY SET FORTH ABOVE IS HELD INAPPLICABLE OR UNFORCEABLE FOR ANY REASON, THEN TBG’S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO THE LESSER OF \$1,000 OR THE PURCHASE PRICE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

E. IT IS POSSIBLE THAT APPLICABLE LAW MAY NOT ALLOW FOR LIMITATIONS ON CERTAIN IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF CERTAIN DAMAGES. SOLELY TO THE EXTENT THAT SUCH LAW APPLIES TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. IF APPLICABLE LAW PROHIBITS THE LIMITATION OR EXCLUSION OF A PARTY'S LIABILITY WITH RESPECT TO DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY'S NEGLIGENCE, FRAUD OR ANY OTHER MATTER, THEN SUCH PARTY'S LIABILITY WILL NOT BE LIMITED OR EXCLUDED TO THE EXTENT OF SUCH PROHIBITION UNDER SUCH APPLICABLE LAW.

7. INDEMNIFICATION. As a condition of the use of the Site, you agree to defend, indemnify and hold harmless TBG and its respective employees, directors, managers, officers, agents, vendors and suppliers from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to Claims alleging facts that if true would constitute a breach by you of these Terms, or any User Materials submitted by you.

8. ACCESSING THE SITE FROM OUTSIDE THE UNITED STATES. The Site is controlled and operated by TBG from the United States and is not intended to subject TBG to the laws or jurisdiction of any state, country, or territory other than that of the United States. TBG does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Site, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules, and regulations. We may limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

9. INFRINGEMENT POLICY AND REPORTING PROCEDURE. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA"), our designated agent to receive notices of copyright infringement may be reached by email at james@rosenblattlawfirm.com, or by postal mail at Rosenblatt Law Firm, 16731 Huebner Road, San Antonio, Texas, 78248. If you believe that your material has been posted on, or distributed via, the Services in a way that constitutes copyright infringement, please provide the following information as required by the DMCA: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed (the "complaining party"); (ii) identification of the copyright work(s) claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact the complaining party; (v) a statement that the complaining party (name, address, telephone number, and email address) has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. The DMCA provides that a person who knowingly materially misrepresents that material or an activity is infringing may be subject to liability. We may send the information in the notice from the complaining party to the person who provided the allegedly infringing material.

10. **NOTICE TO CALIFORNIA RESIDENTS.** Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an email to info@crtflooring.com. You may also contact us by writing to TBG, 9179 Shadow Creek Lane, Converse, TX 78109. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

11. **DISPUTE RESOLUTION**

PLEASE READ THIS SECTION CAREFULLY. AS SET FORTH BELOW, YOU AGREE TO WAIVE YOUR RIGHTS TO TRY ANY CLAIM YOU MAY ASSERT BEFORE A JUDGE OR JURY AND TO PARTICIPATE IN ANY CLASS, COLLECTIVE OR OTHER REPRESENTATIVE ACTION.

a. Governing Law. These Terms shall be governed by the laws of the State of Texas without regard to its conflicts of laws principles. Mandatory and exclusive venue for any dispute regarding these Terms shall only be appropriate in San Antonio, Bexar County, Texas, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

b. Binding Arbitration. At TBG's sole discretion, it may require you to submit any disputes arising from these Terms or use of the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

c. Waiver of Jury Trial and Class Action It is agreed any dispute resolution proceedings, whether subject to arbitration or litigation, will be conducted ON AN INDIVIDUAL BASIS ONLY, AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU ACKNOWLEDGE AND AGREE THAT YOU AND TBG ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS.

12. **THIRD PARTY WEBSITE CONTENT.** If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

13. **ENTIRE AGREEMENT** These Terms, including the Additional Terms and information linked from or incorporated herein or otherwise found on the Site, constitute the entire agreement between you and TBG with respect to the Site and Services and supersede all prior or contemporaneous communications, agreements, and proposals with respect to the Site.

14. ADDITIONAL TERMS. TBG may from time to time and in its discretion incorporate additional terms to these Terms that govern specific features, products, or services, including without limitation our Return Policy and Procedure and Limited Warranty Statement. You may review the terms and conditions of these policies by clicking on the link provided on the Site homepage or contacting us through the methods described below. You agree that you will comply with all additional terms and conditions, and that you will comply with any and all laws and regulations applicable to your purchase or use of any TBG product or service. Any and all additional terms and conditions will not change or replace these Terms regarding use of the Site, unless expressly stated. Any and all additional terms and conditions are hereby incorporated within these Terms.

15. NO WAIVER. NO WAIVER OF ANY OF THESE TERMS BY TBG IS BINDING UNLESS AUTHORIZED IN WRITING BY AN OFFICER OF TBG AUTHORIZED TO AGREE TO SUCH WAIVER. IF TBG WAIVES A BREACH OF ANY PROVISION OF THE TERMS, ANY SUCH WAIVER WILL NOT BE CONSTRUED AS A CONTINUING WAIVER OF OTHER BREACHES OF THE SAME NATURE OR OF OTHER PROVISIONS OF THE TERMS AND WILL IN NO MANNER AFFECT THE RIGHT OF TBG TO ENFORCE ALL TERMS AT A LATER TIME.

16. ASSIGNMENT. We may assign our rights and obligations under these Terms. These Terms will inure to the benefit of our successors, assigns and licensees. You may not assign, transfer, or sublicense any of your rights or obligations under these Terms without our express prior written consent.

17. SEVERABILITY. If any provision of these Terms is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.

18. FORCE MAJEURE. We will not be responsible for failure to fulfill any obligation due to causes beyond our control.

19. CONTACT US. If you have any questions about these Terms or TBG's Limited Product Warranty, you may address any inquiries or questions to TBG by visiting our [Contact](#) page, emailing us at info@crtflooring.com, or writing us at:

TEXAS BARTON GROUP
260 N Loop 1604 East
San Antonio, TX 78232