

OVERVIEW

This website is managed by NOVAPERGOLA. Throughout the site, the terms “we”, “us”, and “our” refer to NOVAPERGOLA. NOVAPERGOLA offers this website, along with all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site or making a purchase from us, you participate in our “Service” and agree to abide by the following terms and conditions (“Terms of Service”, “Terms”), including any additional terms and conditions and policies referenced herein or accessible via hyperlink, such as our Privacy Policy and Return Policy which outline our terms for privacy, returns, trials, warranty, and more. These Terms of Service apply to all users of the site, including, without limitation, browsers, vendors, customers, merchants, and content contributors.

Please review these Terms of Service carefully before using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools added to the current store will also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, modify, or replace any part of these Terms of Service by posting updates or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our store is hosted by Shopify Inc., which provides an online e-commerce platform allowing us to sell our products and services to you.

ONLINE STORE TERMS

By agreeing to these Terms of Service, you confirm that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any malware, viruses, or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (excluding payment information) may be transferred unencrypted and may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

We are not responsible if the information on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.

PRODUCTS OR SERVICES

Certain products or services may be available exclusively online through the website www.novapergola.com. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was

made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address, so that we can complete your transactions and contact you as needed.

For more details, please review our Returns Policy.

OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

THIRD-PARTY LINKS

Certain content, products, and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit, or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality, or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments.

You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

INTELLECTUAL PROPERTY

The content on the Site, including but not limited to text, graphics, logos, images, and software, is the property of NOVAPERGOLA or its content suppliers and is protected by international copyright laws.

You may not modify, reproduce, distribute, create derivative works from, or in any way exploit any of the content, in whole or in part, without the prior written consent of NOVAPERGOLA.

The trademarks, service marks, and logos used and displayed on this Site are registered and unregistered trademarks of NOVAPERGOLA and others. Nothing on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Site, without the prior written permission of the trademark owner.

ELECTRONIC COMMUNICATIONS

By using our Site or sending us emails, you are communicating with us electronically. 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 satisfy any legal requirement that such communications be in writing.

PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. Please refer to our Privacy Policy to understand our practices.

ERRORS, INACCURACIES, AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend, or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial, or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent, or warrant that your use of our service will be uninterrupted, timely, secure, or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall NOVAPERGOLA, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers, or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation

lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability, or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless NOVAPERGOLA and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void, or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the USA.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

INSURANCE

NOVAPERGOLA offers optional insurance for loss or damage to parcels from external causes during transportation in accordance with the terms set out below. Should the customer choose not to apply insurance to their order, they assume full responsibility for any loss or damage during transit.

Subject to coverage rates as defined by NOVAPERGOLA, the Buyer shall, at their sole discretion, choose at checkout whether to purchase the coverage. The customer is not allowed to cancel the coverage subsequently. NOVAPERGOLA cannot advise the customer on the suitability of the coverage.

The Buyer agrees to pay NOVAPERGOLA a service fee as compensation for the coverage against the risk of physical loss or damage to parcels from external causes in line with the terms of this coverage. The charged service fee and any taxes (if applicable) are as specified at checkout and automatically included on the related invoice.

Each coverage applies to a single order and the goods under that order. At the sole discretion of NOVAPERGOLA, some additional restrictions may apply, depending on the invoice shipping address. By selecting the proposed coverage, the Buyer confirms they have provided NOVAPERGOLA with all truthful facts and circumstances that may be material to the provision of the coverage.

SHIPMENT AND DELIVERY

Delivery of goods is made through a third-party shipping carrier facilitated by NOVAPERGOLA. NOVAPERGOLA typically notifies the customer upon dispatch of goods, and the shipping carrier typically calls to arrange the final mile delivery. Unless otherwise confirmed in writing, goods will be delivered to the shipping address provided at checkout.

The customer is responsible for accepting the delivery of goods. The customer is responsible for arranging the re-delivery of goods or collecting the goods from a collection point in cases where a delivery attempt has failed.

The customer is responsible for any extra charges applicable as a result of customer actions; including but not limited to, missed delivery attempts, refusals of shipments, or non-collections. NOVAPERGOLA may incur additional fees for which the customer is responsible for paying, including storage fees upwards of \$100 per day. Any additional fees charged to NOVAPERGOLA by the shipping carrier due to the customer failing to accept delivery will be invoiced to the customer by NOVAPERGOLA, including

extra administration fees. NOVAPERGOLA reserves the right to withhold delivery of any shipment until any outstanding charges are paid in full by the customer, and further charges may apply should there be any delay in payment.

NOVAPERGOLA reserves the right to wholly or partially cancel an order if (i) it desires without prejudice to any other right or if (ii) some or all of the goods are deemed undeliverable by NOVAPERGOLA.

Manufacturing and delivery times mentioned across NOVAPERGOLA's platform are approximate and are not guaranteed. The goods may be delivered in advance of the quoted delivery date.

NOVAPERGOLA shall not be liable for any delay, irrespective of the cause.

Should the customer receive goods in quantities greater than invoiced or additional goods otherwise not invoiced, the customer must notify NOVAPERGOLA within 48 hours of delivery. NOVAPERGOLA reserves the right to invoice the customer for additional goods received should the customer fail to inform NOVAPERGOLA.

CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@novapergola.com