

Conditions of Use

Terms and Conditions of Use Agreement

PLEASE READ THE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE. We maintain this web site as a service to our customers, and by using our site you are agreeing to comply with and be bound by the following terms of use. Please review the following terms and conditions carefully, and check them periodically for changes. If you do not agree to the terms and conditions, you should not review information or obtain goods, services or products from this site.

- 1. Acceptance of Agreement.** You agree to the terms and conditions outlined in this Terms and Conditions of use Agreement ("Agreement") with respect to our site (the "Site"). This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the content, products or services provided by or through the Site, and the subject matter of this Agreement. This Agreement may be amended by us at any time and from time to time without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.
- 2. Copyright.** The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Site are protected under applicable copyrights, trademarks, registered trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Site, except as allowed by Section 4, is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through the Site. The posting of information or materials on the Site does not constitute a waiver of any right in such information and materials.
- 3. Fraud:** By creating an account, you confirm that the information provided in this form is true and that you agree to abide by the Terms and Conditions of use of this site. Please note that your account can be cancelled without notice if it is determined that false or misleading information has been provided, the Terms and Conditions of use have been violated, or other abuses have occurred as determined by Everything Truck Parts in its sole discretion.
- 4. Limited Right to Use.** The viewing, printing or downloading of any content, graphic, form or document from the Site grants you only a limited, nonexclusive license for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. No part of any content, form or document may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use (but not for resale or redistribution).
- 5. Editing, Deleting and Modification.** We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Site, including this Agreement, without further notice to users of the Site.
- 6. Nontransferable.** Your right to use the Site is not transferable. Any password or right given to you to obtain information or documents is not transferable and may only be used by you.
- 7. Use of Information.** We reserve the right, and you authorize us, to the use and grant assignment of all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.
- 8. Privacy Policy.** Our Privacy Policy, as it may change from time to time, is a part of this Agreement.
- 9. Payments.** You represent and warrant that if you are purchasing something from us that (i) any credit card information you supply is true, correct and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any shipping fees and applicable taxes.
- 10. Links to Other Web Sites.** The Site contains links to other Web sites. We are not responsible for the content, accuracy or opinions expressed in such Web sites, and such Web sites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked Web site on our Site does not imply approval or endorsement of the linked Web site by us. If you decide to leave our Site and access these third-party sites, you do so at your own risk.
- 11. Submissions.** All suggestions, ideas, notes, concepts and other information you may from time to time send to us (collectively, "Submissions") shall be deemed and shall remain our sole property and shall not be subject to any obligation of confidence on our part. Without limiting the foregoing, we shall be deemed to own all known and hereafter existing rights of every kind and nature regarding the Submissions and shall be entitled to unrestricted use of the Submissions for any purpose, without compensation to the provider of the Submissions.
- 12. Return Policy.** Our Return Policy is a part of this agreement.

13. **Verify Customers Address:** Grand Rock Company reserves the right to contact a Customer via email to verify the accuracy of account information (including the Customers correct name and address) that is needed to provide the Customer with the information and/or products he or she requested from Grand Rock Company.