
Terms & Conditions – Hargrove Inc Websites

In General

Hargrove, Inc owns and operates this Website. This document governs your relationship with all Hargrove websites. Access to and use of Hargrove Websites and the products and services available through its Websites (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to Hargrove, Inc Websites is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of our Websites.

Our Websites may contain links to other websites (the "Linked Sites"), which are not operated by Hargrove, Inc. Hargrove, Inc has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

Privacy Policy

Our privacy policy, which sets out how we will use your information, can be found at [Privacy Policy Link]. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and our website] will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

Intellectual Property, Software and Content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of Hargrove, Inc or its licensors

and are protected by copyright laws and treaties around the world. All such rights are reserved by Hargrove, Inc and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Delivery times may vary according to availability and subject to any delays or any other circumstance that would prevent us from delivery.

In order to contract with Hargrove, Inc you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. Hargrove, Inc retains the right to refuse any request made by you. If your order is accepted we will inform you by email. This will usually be Hargrove, Inc or may in some cases be a third party. Where a contract is made with a third party Hargrove, Inc is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods and services. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

(a) Keeping your credit card on file

By issuing your credit card you authorize Hargrove to charge all orders (current and future orders such as labor or material handling) to the credit card on file. For that reason, credit cards on file can only be deleted six (6) months after the end of a current or active show for which the purchase was made. However, should you decide to save your credit card on file for use of future shows, your credit card will be saved for no longer than 18 months.

(b) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order. A payment confirmation will be sent to you by email to acknowledge all successful payment made in our site online. ~~goods and services~~

(c) Pricing and Availability

Whilst we try to ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods and services which you have ordered we will make the adjustment and inform you of this as soon as possible.

(d) Payment

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorization being received. The monies received upon the debiting of your card shall be treated

as a deposit against the value of the goods and services you wish to purchase. Once the goods and services have been provided and you have been sent an invoice email, the monies paid as a deposit shall be used as consideration for the value of goods and services you have purchased as listed in the confirmation email.

(e) Dishonored Requests for Payments

- a. If your credit card issuer or network does not honor an online payment transaction, then we have the right to charge the amount of any such transaction to your account or to collect the amount from you.
- b. If your credit card issuer or network does not honor an online payment transaction, we may terminate any or all goods and services, and we may cancel your right to participate in the online payment program.

(f) Authorization to use of credit card for payment to pending orders

- a. By clicking “Submit,” you are consenting to receive a confirmation of this payment electronically to the email address you have provided to us.
- b. If you set up using your credit card for payments, then you are consenting to Hargrove using your credit card for payments of balances on your account.
- ~~c. If you set up using your credit card for payments in future shows, then you are consenting to use your credit card for future payments.~~

Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law Hargrove, Inc and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Hargrove, Inc 's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as

to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

Disclaimer as to ownership of trademarks, images of personalities and third party copyright
Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Hargrove, Inc and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Hargrove, Inc.

Indemnity

You agree to indemnify, defend and hold harmless Hargrove, Inc, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

Variation

Hargrove, Inc shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.