

Natural Built Home, Inc. Online Contract

Effective January 1, 2006

The following is the terms of the agreement between the Company, Natural Built Home, and the Buyer (or User of the website) of goods or services through the Company's Web site www.naturalbuilthome.com. If you do not agree to these terms, you will not be able to purchase online, so please review these terms carefully:

BY ACCESSING, BROWSING, AND USING THIS SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE.

1. Introduction. Buyer agrees to the terms and conditions outlined in this Natural Built Home, Inc. Online Contract with respect to the goods, services and information provided by or through the Site. This Contract constitutes the entire and only agreement between the Company and Buyer, and supersedes any and all prior or contemporaneous agreements, representations, warranties, and understandings with respect to the goods, services and information provided by or through the Site, and the subject matter of this Contract. Buyer agrees to review this Contract prior to purchasing anything and purchase of a good or service shall be deemed acceptance of this Contract.

2. Setup and Payment. Buyer represents and warrants that (i) the credit card information supplied is true, correct and complete and (ii) charges incurred by the Buyer will be honored by the Buyer's credit card company and (iii) Buyer shall pay charges incurred by Buyer at the amounts in effect at the time incurred, including all applicable taxes.

3. Copyright. The content, organization, gathering, compilation and other matters related to the Site are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights, and, the copying, redistribution, use or publication by a User of any such content or any part of the Site is prohibited.

4. Editing, Deleting, and Modification. Company reserves the right in its sole discretion to edit or delete any information or content appearing on the Site and to remove any goods and services for sale. Upon notice published over the Service, Company may modify this Contract, or prices, and may discontinue or revise any or all aspects of the Site in its sole discretion and without prior notice. Modification of this Contract will be deemed effective upon publication on the Site with respect to transactions occurring after said date.

5. Right to Refuse. Company reserves the right in its sole discretion to refuse service at any time. Sale of any goods or services is subject to availability.

6. Indemnification. Buyer agrees to indemnify, defend and hold Company and its affiliates, licensors and suppliers harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to a Buyer's violation of this Contract or use of the Site.

7. Non-Transferable. Buyer's right to use the Service is not transferable and is subject to any limits established by Company or by Buyer's credit card company.

8. Disclaimer. THE SERVICE, CONTENT, GOODS AND SERVICES FROM OR THROUGH THE SERVICE ARE PROVIDED "AS-IS," "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE SOLE AND ENTIRE MAXIMUM LIABILITY OF COMPANY, FOR ANY REASON, AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY THE CUSTOMER FOR THE PARTICULAR ITEMS PURCHASED. COMPANY AND ANY OF ITS AFFILIATES, DEALERS OR SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND BUYER. THIS SITE AND GOODS AND SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. SOME STATE STATUTES MAY APPLY REGARDING LIMITATION OF LIABILITY.

Natural Built Home shall not be liable for any delay or failure in the performance or in delivery or shipment of materials or merchandise or for any damages suffered by the customer by reason of such delay or failures directly or indirectly caused by or in any manner arising from or connected with acts of God, acts of public enemies, riots, acts of governmental agencies, labor difficulties, failure of our suppliers to ship or produce goods, delays in securing or shortages of raw materials, breakdown or destruction of plant or equipment, or any other cause or causes beyond the control of Natural Built Home, whether or not similar to those enumerated herein. All orders will be deemed to be suspended so long as any such cause prevents or delays performance or delivery or shipment.

NATURAL BUILT HOME, INC. DOES NOT WARRANTY ANY PRODUCTS. THE SOLE WARRANTY ASSOCIATED WITH A PRODUCT IS THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE PRODUCT, IF ANY. IN NO EVENT SHALL NATURAL BUILT HOME BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, OR LOSS OF USE, PROPERTY OR PROFITS OR ANY OTHER DAMAGES OF WHATEVER KIND OR HOWEVER ARISING.

Customers with allergies or chemical or other sensitivities may wish to test products before purchasing. The customer alone shall be responsible for the decision to test and the method of testing to be used. Natural Built Home, Inc. will not be responsible or liable for testing procedures or adverse reactions that may result from use of our products.

9. Use of Information. We do not sell or disclose information that identifies our visitors personally or makes it possible for third parties to contact customers directly except for processing credit card transactions and shipping orders. You are not required to provide any personal information when you visit our site. However, if you make a purchase on our site, we require certain personal information. Natural Built Home, Inc. reserves the right, and Buyer authorizes Company, to the use and assignment of all information regarding Buyer's use of the Site and all information provided by Buyer, subject to applicable law.

10. Miscellaneous. This Contract shall be treated as though it were executed and performed in Minneapolis, Minnesota and shall be governed by and construed in accordance with the laws of the United States of America and of the State of Minnesota (without regard to conflict of law principles). Any cause of action of Buyer with respect to the Site must be instituted within six (6) months after any purchase or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 8. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party. All legal proceedings arising out of or in connection with this Contract shall be brought solely in Minneapolis, Minnesota and Buyer expressly submits to the jurisdiction of said courts and Buyer consents to extra-territorial service

of process. Should any part of this Contract be held invalid or unenforceable, that portion shall be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the Site or the Company is in conflict or inconsistent with this Contract, this Contract shall take precedence. Failure of Company to enforce any provision of this Contract shall not be deemed a waiver of such provision nor of the right to enforce such provision.

Sincerely,

The Natural Built Home Staff



Safe for you. Sustainable for your planet.