

Terms and Conditions

Updated March 1st, 2019

Welcome to Knotsprings.com. Please review the following terms and conditions of use, which govern your use of our website. Your use of the website constitutes your agreement to follow and be bound by these terms and conditions (the "Agreement".) We reserve the right to update or modify this Agreement without prior notice. For this reason, we encourage you to review this Agreement whenever you use our website. If you do not agree to these terms, please do not use this site.

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Errors and Omissions

Occasionally there may be information on our website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, 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 on the website is inaccurate at any time without prior notice (including after you have submitted your order). We have attempted to accurately depict the colors of the products offered on this site. However, because the color you see is dependent on your computer monitor, we cannot guarantee that the color you see will be accurate. The products also may appear larger or smaller than their actual size depending on your monitor. We make every attempt to avoid errors in pricing and product information. If a mistake does occur, we reserve the right to correct it, and in our sole discretion, to refuse or cancel any order placed for that item at the incorrect price. All prices listed on this site are in U.S. dollars.

Your Personal Information

Your submission of personal information through this website is governed by our Privacy Policy, which can also be reached by clicking on the Privacy Policy link located in the footer section of the website. This Agreement incorporates by reference the terms and conditions of the Privacy Policy.

Links to Other Web Sites and Services

This website may contain links to other websites that are not under the control of Knotsprings.com. Knotsprings.com has no responsibility for the linked websites nor does linking constitute an endorsement of any linked website. Links are provided solely for the convenience of our site users.

User Communications

Any message you send to us via email, postcard, letter, voice mail or other transmission relating to your use of this site, including product reviews and user feedback, shall be and remain the property of Knotsprings.com and Knotsprings.com shall not be limited in any way in its use, promotional, commercial or otherwise. However, we will not use your full name in any such promotional use without your permission. You agree that no such messages will violate the rights of any third party or contain any libelous or otherwise unlawful materials. We save certain messages and emails on file for promotional and marketing purposes, but we are not required to and do not retain every such message.

Disclaimer

The materials on this website are provided as is without warranties of any kind, either express or implied, including without limitation, warranties of title, implied warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property. Knotsprings.com expressly disclaims any duty to update or revise the materials on this website, although Knotsprings.com may modify the materials at any time without notice. Your use of this website is at your sole risk, and you assume full responsibility for any costs associated with your use of this website. Knotsprings.com shall not be liable for any damages of any kind related to your use of this website.

Indemnification

You agree to defend, indemnify and hold Knotsprings.com harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of this website and/or your breach of any representation, warranty, or other provision of this Agreement.

Dispute Resolution

Mindful of the high cost of litigation, not only in dollars but also in time and energy, both you and Knotsprings.com agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted on the website, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it "dispute" the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent

(1) to Knotsprings.com at: Knotsprings.com, 33 NE 3rd Ave, Portland, OR

Both you and Knotsprings.com agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any litigation or filing any claim against the other party.

Choice of Law

This Agreement shall be construed in accordance with the laws of the State of Oregon, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the state and/or federal courts of the State Oregon, Multnomah County and/or the District of Oregon. The waiver of any provision of the Agreement shall not be considered a waiver of any other provision or of Knotsprings.com's right to require strict observance of each of the terms herein.

If any provision of the Agreement is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between us relating to your use of this website.

Termination

These terms are effective unless and until terminated by either you or Knotsprings.com. You may terminate this Agreement at any time.

Knotsprings.com also may terminate this Agreement at any time without notice, and accordingly may deny you access to the website, if in our sole judgment you fail to comply with any term or provision of the Agreement. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.