



Niez Tech

Terms and Conditions

IMPORTANT: IN PURCHASING THIS PRODUCT, YOU UNDERSTAND AGREE THAT YOU ARE DOING SO UNDER THE EXPRESS CONDITION THAT YOU ASSENT TO THE TERMS CONTAINED ON BELOW, AND ON OUR WEBSITE*(WWW.NIEZTECH.COM). YOUR PURCHASE OF THIS PRODUCT SHALL CONSTITUTE ASSENT TO SUCH TERMS.

BUYER'S INDEMNITY OF Niez Tech LLC.

A. WARNING. Niez Tech LLC will not be responsible for any loss or injury resulting from improper use of, or defects in, the items sold or from the subsequent use of the items. Buyer expressly agrees as a condition of the purchase of these items, that it will indemnify and hold Niez Tech LLC harmless from any and all claims that may hereafter at any time be asserted by any subsequent owner or user of the items sold hereunder or asserted by any agent or employee of such user or by any third party arising from any purported defect in the items or by reason of the use of these items. Buyer agrees to assume all responsibility in connection with the goods upon delivery thereof to the customer or to a common carrier.

Furthermore you agree to indemnify Niez Tech LLC and its parents, affiliates, distributors, vendors, licensees, and licensors, and each of our or their respective officers, directors, employees, successors, agents, and assigns, for all claims arising from or in connection with (a) the use of the purchased items, including, without limitation. The foregoing indemnification provision shall not apply to Niez Tech LLC own negligence or intentional conduct.

HAZARDS LIABILITY – Purchaser shall indemnify and hold harmless Niez Tech LLC from and against any and all losses, expenses, demands, and claims made against Niez Tech LLC by Buyer, any agent, servant, or employee of Buyer, any subsequent Purchasers...because of injury or illness (including death) actual or alleged whether caused by the sole negligence of Niez Tech LLC, the concurrent negligence of Niez Tech LLC with Buyer, any agent, servant, or employee of Buyer, any subsequent Purchasers resulting from, or in any way connected with the operation, maintenance, possession, use, transportation, or disposition of the Articles Buyer agrees to defend any suit action or cause of action brought against Niez Tech LLC its agents, servants, or employees based on any such alleged injury, illness, or damage and to pay all damages, costs and expenses including attorney's fees in connection therewith or resulting therefrom.

RISK OF LOSS - All items purchased from Niez Tech LLC are made pursuant to this agreement. All risk of loss derived for such purchased items pass to the Buyer upon purchase.

This product was developed in the United States of America in accordance with and shall be governed by, shall be deemed acceptance of, the laws of the Commonwealth of Massachusetts, United States of America.

Agreement between User and WWW.NIEZTECH.COM

Welcome to WWW.NIEZTECH.COM. The WWW.NIEZTECH.COM website (the "Site") is comprised of various web pages operated by Niez Tech LLC ("Niez Tech").

WWW.NIEZTECH.COM is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of WWW.NIEZTECH.COM constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

WWW.NIEZTECH.COM is an E-Commerce Site.

Offers underground utility tools in the water distribution and wastewater sector of the construction industry.

Privacy

Your use of WWW.NIEZTECH.COM is subject to Niez Tech's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting WWW.NIEZTECH.COM or sending emails to Niez Tech constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Cancellation/Refund Policy

- We want you to be completely satisfied with your purchase. If for any reason you are not satisfied, we will gladly accept your returns within 15 days of purchase. Items must be in their original condition, with all tags and packaging intact with NO SIGN OF USE.
- If you paid with a credit card, we will credit the account used for the original purchase. If you paid with check or cash we will issue a refund within 15 days of return upon processing original payment.
- Shipping charges are not refundable.
- For items purchased online please contact us for return instructions.
- We reserve the right to refuse any returns that do not meet the above criteria.

Links to Third Party Sites/Third Party Services

WWW.NIEZTECH.COM may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Niez Tech and Niez Tech is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Niez Tech is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Niez Tech of the site or any association with its operators.

Certain services made available via WWW.NIEZTECH.COM are delivered by third party sites and organizations. By using any product, service or functionality originating from the WWW.NIEZTECH.COM domain, you hereby acknowledge and consent that Niez Tech may share such information and data with any third party with whom Niez Tech has a contractual relationship to provide the requested product, service or functionality on behalf of WWW.NIEZTECH.COM users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use WWW.NIEZTECH.COM strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Niez Tech that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Niez Tech or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Niez Tech content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Niez Tech and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Niez Tech or our licensors except as expressly authorized by these Terms.

Third Party Accounts

You will be able to connect your Niez Tech account to third party accounts. By connecting your Niez Tech account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your

privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by Niez Tech from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Niez Tech Content accessed through WWW.NIEZTECH.COM in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Niez Tech, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Niez Tech reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Niez Tech in asserting any available defenses.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Niez Tech agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. NIEZ TECH LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

NIEZ TECH LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. NIEZ TECH LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS

INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NIEZ TECH LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF NIEZ TECH LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

Niez Tech reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Massachusetts and you hereby consent to the exclusive jurisdiction and venue of courts in Massachusetts in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Niez Tech as a result of this agreement or use of the Site. Niez Tech's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Niez Tech's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Niez Tech with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Niez Tech with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Niez

Tech with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Niez Tech reserves the right, in its sole discretion, to change the Terms under which WWW.NIEZTECH.COM is offered. The most current version of the Terms will supersede all previous versions. Niez Tech encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Niez Tech welcomes your questions or comments regarding the Terms:

Niez Tech LLC
1250 Long Pond Road
Brewster, Massachusetts 02631

Email Address:
sales@nieztech.com

Telephone number:
774-722-3033

Effective as of May 13, 2023