

Terms and Conditions

1. This is a legally binding contract that can be enforced in a court of law.

These Terms and Conditions (“Terms and Conditions”) apply to the purchasers of any and all products (“Products”) manufactured and sold by Jaswig, LLC (“Jaswig”) and to any and all users of this website. The purchaser of the Products (“Purchaser”) and user of the website agree to be bound by these Terms and Conditions.

2. Here’s what our product does.

Jaswig provides Purchaser with a height adjustable standing desk and possibly other products. The desks provide furniture for an active lifestyle and can be used at home, in the office, and in the classroom.

3. All Products manufactured by Jaswig will be used according to these safety instructions.

These safety instructions are intended not only for the protection of the desk, but also to protect the safety of yourself and others. Jaswig’s standing desk products are not heavy duty working surfaces, chairs, or toys. Jaswig’s desks are elevated surfaces used to support light weight study or work materials. Improper use of the desk can cause serious injury and/or property damage. In the case of improper use, a desk can be dangerous. Use every reasonable precaution possible when using the desk. Jaswig does not guarantee error-free products, including without limitation to its structural stability and height adjustment system. The desks need correct on-site assembly according to the assembly manual found at www.jaswig.com in order to be acceptable for use.

Proper use of the desk is limited to supporting proper desk materials such as books, paper, pens and pencils, laptops, computers and other educational tools, absolutely not exceeding a total of 20lbs (9kg). Always lock the locking bar of the desk when in use. Improper use of the desk includes and is not limited to: not locking the desk when in use, sitting, standing or hanging on the desk, pushing the desk over, putting two feet on the footrest, rocking the desk back and forth, drawing and/or carving on the desktop, placing hot objects on the surface, setting on fire, using outdoors, and more.

4. Purchaser uses all Products at his/her own risk.

Purchaser agrees to use the Products at his/her own risk. Purchaser shall be responsible for ensuring that all users of the Products purchased by Purchaser comply with these Terms and Conditions.

5. Installation and maintenance shall be done in accordance with these instructions.

The desks shall be assembled on site by a capable person according to the assembly manual provided by Jaswig upon purchase of a product or special request. If Jaswig provided no manual it is the Purchasers responsibility to request one. Improper assembly can result in structural failure, instability, and permanent damage. Purchaser agrees to assemble in accordance to the manual and agrees to conduct a thorough assembly check before use and to conduct periodic maintenance and inspection of the Products. If you have any questions about assembly please contact us at standup@jaswig.com.

6. Jaswig will warrant against material defects.

Jaswig warrants that the Products will be free from any and all material defects at the time of delivery. Jaswig also warrants that all parts manufactured from 18mm Russian Birch Plywood, excluding footrest, will serve their structural purpose for 50 years. Jaswig commonly refers to this warranty as “Limited Lifetime Warranty”. This warranty applies strictly to the structural purpose of the parts, not the aesthetics nor scratches, dents, stains or other defects as a resulting of any reason. This is the sole warranty offered. THIS WARRANTY DOES NOT INCLUDE, PARTS MANUFACTURED FROM ANY OTHER MATERIAL THEN 18MM RUSSIAN BIRCH PLYWOOD OR ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TOO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THAT OF THE DESCRIPTION ON THE FACE OF THESE TERMS AND CONDITIONS. This warranty applies only to Products manufactured by Jaswig. To the extent there is a defect in a component that is manufactured by a third-party, bring your claim directly to that third-party in accordance with their manufacturer’s warranty.

The warranty is not applicable in case of:

- Damage caused by normal wear and tear; accidental or intentional changes caused by the Purchaser to the product, including improper and incorrect use; exposure to moisture, fire, earthquake or other external causes.
- Damage caused during the installation and/or caused by a use that is not in accordance with the instructions and information provided. These instructions and information can also be provided via electronic communication channels.

7. Pre-Order Cancellations must be made 30 days prior to shipping.

Purchasers can cancel pre-ordered Products up to thirty days prior to shipping of the purchased products.

8. Replacement Parts and Returns.

After a Product has been delivered to the Purchaser, if the Purchaser believes that a part of the Product is defective, Purchaser shall contact Jaswig at standup@jaswig.com within 7 days of delivery and describe the defective pieces and defects in detail plus supply images of the defects. If Jaswig finds that the part is defective and the claim was filed within 7 days of delivery, Jaswig shall, at its sole discretion, file a replacement number and replace the parts at issue. In the event of replacement, Jaswig will pay shipping costs for ground shipping of the replacement parts. If Jaswig reasonably determines that the Product is not defective or defects are due to assembly error or other conduct of the Purchaser, or the Purchaser did not file the notice within 7 days of delivery, Jaswig will deny the application and take no further action.

After a Product has been delivered to the Purchaser, if Purchaser believes that the entire Product is defective, Purchaser shall contact Jaswig at standup@jaswig.com within 7 days of delivery and file a return application with a detailed description and pictures of the defects. Return applications can be found at www.jaswig.com. If after reviewing the return application, Jaswig finds, in its sole discretion, that the Product is defective and that the claim was filed within 7 days of delivery, Jaswig shall assign a return authorization number. To receive a return authorization number, contact us at standup@jaswig.com, and once the product has been deemed defective, an authorization number will be provided. The Purchaser must return the Product within 14 days of the date of delivery. No Product shall be processed without a return authorization number. Purchaser agrees to pack the Product carefully, the same way it was delivered and return it to Jaswig, freight prepaid, together with an explanatory note and the return authorization number. The returned Product must be free of any defect or damage caused by shipping or assembly. If Jaswig finds that the Product is defective and that the Product was returned within 14 days of delivery, Jaswig shall, at its sole discretion, either refund the purchase price, repair the defect, or replace the product. In the event of repair or replacement, Jaswig will pay return costs for ground shipping. If Jaswig reasonably determines that the Product is not defective or was not returned within 14 days of purchase, Jaswig will contact Purchaser and will arrange for reshipment to Purchaser. Reshipment will be at the expense of the Purchaser and will include a handling fee of 10% of the entire purchase price or \$250, whichever is greater. If Purchaser declines to pre-pay such shipping and handling costs, Jaswig shall be under no obligation to return such non-defective Product. Material defects are defined as a material failure to comply with Jaswig's published technical specifications for the applicable Product, available at www.jaswig.com.

If the Purchaser would like to return the Product without specific reason, the Purchaser shall contact Jaswig at standup@jaswig.com within 30 days of delivery. Purchaser shall communicate and sufficiently document that the Product is undamaged and as new. After Jaswig accepts the return for inspection, Purchaser shall send the undamaged Product in its original condition, including original packaging, proof of payment, accessories, etc. back to the Jaswig Warehouse (address on request) within 7 days of Jaswig accepting the return for inspection. If Jaswig accepts the returned product, Jaswig will refund the full amount paid by

the Purchaser within 30 days of accepting the return. The return shipping cost will be covered by Purchaser. Jaswig holds the right at any time to reject the return and not refund the Purchaser. In case Jaswig decides the product is damaged or is not eligible for return by any reason, all shipping costs plus a 250\$ handling will be paid by the Purchaser before Jaswig returns the Product. Jaswig commonly refers to this program at “30 day money back guarantee.”

9. You must be at least thirteen years old to use our website. You must be 18 years old to place an order online for any of our Products.

You must be at least 13 years of age to use our website. If you are under the age of 13, you are not allowed to use our website. We do not knowingly collect information from individuals under the age of 13. You must be at least 18 years old to place an order on our website. You must be at least 18 years old to contact us for a quote.

10. In the event that a lawsuit arises out of this agreement Ohio law will apply and Ohio will be the only jurisdiction in which an action may be brought.

This contract is governed by Ohio law, and any other legal rules (such as conflict of law provisions) that indicate another jurisdiction’s law should be used, do not apply. The parties agree and consent to exclusive jurisdiction in the state and/or federal courts located in Summit County, Ohio.

11. You acknowledge that you have read and agree to our Privacy Policy.

Purchaser acknowledges that Purchaser has read and understands Jaswig’s Privacy Policy and Website Terms and Conditions at Jaswig’s website at www.jaswig.com. Jaswig’s Privacy Policy governs Jaswig’s Products and website. Purchaser understands that the Privacy Policy is incorporated into these Terms and Conditions.

12. You will not use our site in an unauthorized or inappropriate manner.

You will not engage in any unauthorized or inappropriate actions, such as but not limited to, attempting to hack our site, misappropriate information or infringe our intellectual property.

13. Jaswig assumes no liability and Purchaser is solely responsible and assumes all risk.

Jaswig assumes no liability for damage or injury associated with the use of the Products. Jaswig does not guarantee error-free products, including but not limited to its structural stability and height-adjustment system.

Purchaser is solely responsible for any and all adjustments made to the Products in order to suit personal preferences.

Purchaser assumes all liability for damages to property or persons caused by use of Products.

Purchaser assumes all liability for improper use of the Products. Improper use of the desk includes and is not limited to, not locking the desk when in use, sitting, standing or hanging on the desk, pushing over, drawing and/or carving on the desktop, placing hot objects on the surface, setting on fire, using outdoors, and more.

Purchaser will, and hereby does, assume all risk and Purchaser determines the suitability of the Product for his or her intended use. Anyone injured or any property damaged by use of the Product purchased by Purchaser is the sole responsibility of the Purchaser.

IN NO EVENT SHALL JASWIG BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATED TO THE USE OF PRODUCTS SOLD, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IN NO EVENT SHALL JASWIG, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO PURCHASER FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT PURCHASER PAID TO JASWIG. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS FOR LIABILITY, EVEN IF JASWIG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to purchaser. This agreement gives purchaser specific legal rights, and purchaser may also have other rights which vary from state to state. The disclaimers, exclusions, and limitations of liability under this agreement will not apply to the extent prohibited by applicable law.

14. Purchaser agrees to defend, indemnify and hold harmless, Jaswig.

Purchaser hereby defends, indemnifies and holds harmless Jaswig and its agents, representatives and employees from any and all claims, liabilities, damages, and expenses (including attorney's fees actually incurred) on account of death or injury to any person or damage to any property arising from or in connection with any products purchased by purchaser, except to the extent arising from the gross negligence or willful misconduct of Jaswig. This indemnity shall apply without regard to whether the claim, damage, liability or expense is based on breach of contract, breach of warranty, negligence, strict liability, some other tort, or any other theory of liability.

15. If a court determines one part of this agreement is invalid, the rest of the agreement still stands up.

If a court determines, for example, that a particular section of this agreement is invalid and void under the law, the rest of this agreement is still applicable and binding upon both parties.

16. This is the entire agreement between Purchaser and Jaswig.

These Terms and Conditions represent the entire integrated agreement of the parties with respect to the subject matter hereof and supersede and replace any prior or contemporaneous agreement or understanding. Changes or modifications to these Terms and Conditions can be made at any time at the sole discretion of Jaswig, without any notice to you the Purchaser. These changes or modifications will be posted here immediately once they are implemented. Continuing use of this site is a manifestation of your agreement to and acceptance of the updated Terms and Conditions.

17. Questions?

We would be happy to answer any and all questions. Contact us at standup@jaswig.com.

Privacy Policy

1. This Privacy Policy is incorporated into our Terms and Conditions, and is a legal agreement that can be enforced in court.

This agreement is made between Jaswig, LLC (“Jaswig”) and you (“the user”). This Privacy Policy is incorporated into our Terms and Conditions. Jaswig respects the privacy rights of our online visitors, subscribers, members of our web site www.jaswig.com (the “Site”), and users of our online services (the “Services”) and is committed to protecting all of the information that we collect from you. To further this commitment, we have adopted this Privacy Policy (“Privacy Policy”) to guide how we collect, store, share and use the information you provide to us. By visiting or accessing our Site or Services, you are accepting the practices described in this Privacy Policy and our Terms and Conditions.

This Privacy Policy applies only to information submitted and collected online through the Site, and does not apply to information that may be collected by Jaswig offline, including but not limited to, emails, phone calls, mail etc. By using and submitting personal information, you signify your assent to this Privacy Policy. Jaswig reserves the right, at any time and without notice, to add to, change, update, or modify this Privacy Policy and our Terms and Conditions, simply by posting such change, update or modification on the Site. Any such change, update, or modification will be effective immediately upon posting on the Site. Your continued use of our website will signify your acceptance of these changes.

2. The Types of Information we collect.

Personally Identifiable Information: This refers to information that lets us know the specifics of who you are. To obtain products and services offered via the Site, Jaswig may collect information about you, but only when you voluntarily provide it. It is completely optional for you to use our services or obtain our products. However by electing to engage in those activities, we may ask that you provide us personal information, such as your first and last name, mailing address (including zip code), and email address. We may also retain messages you send through the Service, and may collect information you provide in User Content you post to the Site. We use this information to operate, maintain, and provide to you the features and functionality of the Service. You may choose not to provide certain information, but in doing so you may not be able to take advantage of many of our features.

Nonpersonally Identifiable Information: This refers to information that does not by itself identify a specific individual. We gather certain information about you based upon where you visit our Site, in several ways. We may collect log file information from your browser or mobile device each time you access the Service. Log file information may include anonymous information such as your web request, Internet Protocol (“IP”) address, browser type, information about your mobile device, referring/exit pages and URLs, number of clicks and how you interact with links on the Service, domain names, landing pages, pages viewed, and other such information. We may employ clear gifs (also known as web beacons), which

are used to anonymously track the online usage patterns of our Users. In addition, we may also use clear gifs in HTML-based emails sent to our users to track which emails are opened and which links are clicked by our recipients. We may also collect analytics data, or use third-party analytics tools, to help us measure traffic and usage trends of the Service. These tools collect information sent by your browser or mobile device, including the pages you visit, your use of third party application, and other information that assists us in analyzing and improving the Service.

3. Collection Methods and How We Use your Information.

We do not collect any Personally Identifiable Information from you unless you voluntarily provide it to us. Jaswig may use your Personally Identifiable Information to send you information about our company or our features, products or services, or promotional material from some of our partners, or to contact you when necessary, unless you have contacted us and instructed us otherwise. Jaswig may also use your Personally Identifiable Information for editorial and feedback purposes, for marketing and promotional purposes, for statistical analysis of user's behavior, for product development, for content improvement, and to customize content and layout of the Site. Names, postal and e-mail addresses and phone numbers collected may be added to our databases and used for future calls and mailing regarding Site updates, new products and services, upcoming events and the status of orders placed online.

In addition, we may also collect certain Nonpersonally Identifiable Information. This information is ultimately stored in the form of store categories, and, in some cases, specific URLs. We use your IP address to diagnose problems with our servers, software, to administer our Site and to gather demographic information.

Mobile Device Usage: When you access our Service by or through a mobile device, we may receive or collect and store a unique identification numbers associated with your device, mobile carrier, device type and manufacturer, phone number and, depending on your mobile device settings, your geographical location data, including GPS coordinates or similar information regarding the location of your mobile device. We use or may use the data collected through cookies (see below for explanation), log file, device identifiers, location data and clear gifs information to: (i) remember information so that you will not have to re-enter it during your visit or the next time you visit the site; (ii) provide custom, personalized content and information, including advertising; (iii) provide and monitor the effectiveness of our Service; (iv) monitor aggregate metrics such as a total number of visitors, traffic, usage, and demographics patterns on our website and our Service; (v) diagnose or fix technology problems; or (vi) otherwise to plan for and enhance our Service.

4. Release of Information.

Jaswig does not sell or rent your Personally Identifiable Information to third-parties for marketing purposes without your consent. Jaswig may share your Personally Identifiable Information that you provide, with Jaswig subsidiaries and related companies. Jaswig may share Personally Identifiable Information with business partners that assist Jaswig in

providing you products and services. Jaswig is committed to giving you the choice whether or not Jaswig uses your information for marketing purposes or shares information with business partners.

We may also share your Personally Identifiable Information in the instances described below: (a) with other companies owned by or under common ownership as Jaswig, which also includes our subsidiaries (i.e. any organization we control) or our ultimate holding company (i.e. any organization that owns or controls us) and any subsidiaries it owns and any other branches, divisions or offices of our company. These companies are able to use your Personally Identifiable Information in the same manner as we can under the Privacy Policy; (b) with third party vendors, consultants and other service providers that perform services on our behalf, in order to carry out their work for use, which may include content or services; (c) with other parties in connection with any company transaction, such as a merger, sale of company assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business by another company or third party in the event of bankruptcy or related or similar proceedings; (d) With third parties as required to: (i) satisfy any applicable law, regulation, subpoena/court order, legal process or other government request; (ii) enforce our Terms and Agreement, including the investigation of potential violations thereof; (iii) investigate and defend ourselves against any third party claims or allegations, (iv) protect against harm to the rights, property or safety of Jaswig, its users or the public at large as required or permitted by law; and (v) detect or otherwise address criminal, security or technical issues.

5. Updating and Correcting Information.

We believe you should have the ability to access and edit your Personally Identifiable Information that you have provided to us. You may access and correct your Personally Identifiable Information and privacy preferences by contacting us in any of the ways discussed below. Please include your name, address and e-mail address when you contact us. We encourage you to promptly update your Personally Identifiable Information as it changes. You may ask to have all of your information deleted or removed; however, because we keep track of past transactions, we cannot delete information associated with past transactions on this Site. In addition, it may be impossible to completely delete your information without some residual information due to backups.

6. User Choices on Collection and Use of Information.

If you want us to remove your Personally Identifiable Information from our list or would like to access information that was collected, please contact us, using the contact information provided below. We may, from time to time, send you e-mails regarding our products and services. If you do not wish to receive such e-mails simply tell us when you provide your personal information. Or at any time, you can notify us and indicate that you wish to stop receiving these emails.

You also have choices with respect to the use of cookies. By modifying your browser preferences, you have the choice to accept all cookies, to be notified when a cookie is set,

or to reject all cookies. If you choose to reject all cookies, some parts of our Site may not work properly for you.

7. Security of Information.

Jaswig maintains commercially reasonable safeguards that promote the security, integrity, and privacy of the personal information we collect and store about our Users.

In order to most efficiently serve you, credit card transactions and order fulfillment are handled by established third party banking, processing agents and distribution institutions. They receive the information needed to verify and authorize your credit card or other payment information and to process and to ship your order. We do not handle or process credit card information.

Unfortunately, no data transmission over the Internet or any other wireless network can be guaranteed to be 100% secure. No data storage can be 100% secure either. As a result, although we use commercially reasonable precautions in protecting your Personally Identifiable Information, you acknowledge that: (a) there are security and privacy limitations of the Internet which are beyond our control; (b) the security, integrity and privacy of any and all information and data exchanged between you and us through this site cannot be guaranteed; and (c) any such information and data may be viewed or tampered with in transit by a third party.

8. We use Cookies.

When you use our Site we may send one or more cookies to your computer in order to facilitate and customize your use of the Site. A cookie is a small data text file, which a Web site stores on your computer's hard drive (if your Web browser permits) that can later be retrieved to identify you to us. A cookie may also convey information to us about how you use the Service (e.g., the pages you view, the links you click, how frequently you access the Service, and other actions you take on the Service), and allow us to track your usage of the Service over time. To read more about cookies, please visit <http://www.allaboutcookies.org/cookies>. The use of cookies allows us to improve the services we offer.

9. Privacy Policies of Third Part Sites.

Except as otherwise discussed in this Privacy Policy, this document only addresses the use and disclosure of information collected by use. Other sites accessible through our site have their own privacy policies and data collection, use and disclosure principals. Jaswig is not responsible for the privacy practices or the content of such websites. If you are concerned about the privacy policy of a certain third party, we recommend that you read the privacy policy of the website to which you link before you submit any personal information.

10. Miscellaneous Privacy Issues.

Jaswig's Site and Services are strictly limited to use by adults only. We do not knowingly solicit or collect personal information from children under the age of 13. If we learn that any personal information has been collected from a child under the age of 13, we will delete the information as soon as possible. If you believe that that we might have collected information from a child under the age of 13, please contact us at standup@jaswig.com.

If you have any questions, complaints, or comments regarding this Privacy Policy or our information collection practices, please contact our Privacy Policy Administrator through one of the following ways:

Email: standup@jaswig.com

Phone: +1 (330) 400 30 57

Mail: 12 E. Exchange St., Akron OH 44308