

**Agreement for Terms of Service for  
Barnhart Bolt & Special Fasteners, Inc. (“Barnhart Bolt”)**

Effective Date: March 4, 2025

Welcome to Barnhart Bolt's website (the "Site"). This Agreement for Terms of Service ("Terms") governs your use of the Site and the services provided by Barnhart Bolt ("we," "us," or "our"). By accessing or using our Site, you ("Client," "you," or "your") agree to comply with these Terms. Please read them carefully before using our Site or making any payments online.

**1. Acceptance of Terms**

By accessing or using the Site and making payments for invoices through our payment portal, you agree to be bound by these Terms, our Privacy Policy, and any other policies or guidelines incorporated by reference. If you do not agree with these Terms, you are prohibited from using the Site.

**2. Use of the Site**

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to:

- Use the Site in any way that violates any applicable federal, state, or local laws or regulations.
- Impersonate any person or entity, or falsely state or misrepresent your affiliation with a person or entity.
- Use the Site to transmit harmful, unlawful, defamatory, or obscene content.
- Interfere with or disrupt the Site’s operation or servers or networks connected to the Site.

We reserve the right to suspend or terminate your access to the Site if we believe you are in violation of these Terms.

**3. Invoice Payments**

Clients may pay invoices through the payment processing system provided on the Site. By submitting a payment, you agree to the following terms:

- **Payment Authorization:** By providing your payment information, you authorize us to charge the payment method provided for the specified invoice amount.

- **Payment Processing:** All payment transactions are processed through a third-party payment processor. We do not store or have access to your full payment details (e.g., credit card numbers, debit card numbers, etc.). The payment processor is responsible for securing and processing your payment information.
- **Payment Confirmation:** Once your payment is processed, we will send you a confirmation email with details of the payment. It is your responsibility to ensure that the payment has been successfully processed and received.
- **Late Payments:** If you fail to pay your invoice on time, we may charge interest or impose additional fees as specified in the invoice, and may suspend or cancel further services until payment is received.

#### 4. Prices and Billing

- **Pricing:** All prices for products and services are specified on the invoices you receive and are subject to change. The price for any given order will be the amount specified in the invoice issued to you.
- **Taxes:** You are responsible for paying any applicable sales tax, value-added tax (VAT), or other governmental charges that may apply to the services or products you purchase.
- **Billing Errors:** If you believe there is an error in the billing or charges, please contact us within 30 days of the invoice date, and we will investigate the issue. After 30 days, we may not be able to resolve the issue.

#### 5. Account Creation and Security

In order to make a payment or place an order, you may be required to create an account with us. You agree to:

- Provide accurate and complete information when creating an account.
- Maintain the confidentiality of your account credentials and notify us immediately of any unauthorized use of your account.
- Be responsible for all activities that occur under your account.

We reserve the right to suspend or terminate your account if we suspect any unauthorized or fraudulent activity.

## **6. Intellectual Property**

All content, materials, and intellectual property on the Site, including but not limited to logos, text, graphics, images, and software, are the property of Barnhart Bolt or its licensors and are protected by copyright, trademark, and other intellectual property laws. You may not use, copy, modify, or distribute any content from the Site without our express written consent.

## **7. Limitations of Liability**

To the fullest extent permitted by law, Barnhart Bolt will not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, or data arising from your use of the Site or the payment services, even if we have been advised of the possibility of such damages.

Our total liability to you, if any, for any claim arising from these Terms will not exceed the total amount paid by you for the services or products that are the subject of the claim.

## **8. Indemnification**

You agree to indemnify and hold harmless Barnhart Bolt, its affiliates, directors, officers, employees, and agents from any claims, damages, losses, liabilities, or expenses (including reasonable attorneys' fees) arising from:

- Your use of the Site.
- Any violation of these Terms by you.
- Any infringement of intellectual property rights, privacy rights, or other rights of any third party.

## **9. Privacy**

Your use of the Site is also governed by our Privacy Policy, which outlines how we collect, use, and protect your personal information. Please review the Privacy Policy to understand how we handle your data.

## **10. Governing Law**

These Terms are governed by and construed in accordance with the laws of Ector County, TX, without regard to its conflict of law principles. Any dispute arising from these Terms will be resolved in the courts of Ector County, TX, and you consent to the exclusive jurisdiction of such courts.

## **11. Modifications to Terms**

We reserve the right to modify, amend, or update these Terms at any time. Any changes will be posted on this page with an updated effective date. It is your responsibility to review these Terms periodically for any updates. Your continued use of the Site after such changes will constitute your acceptance of the modified Terms.

## **12. Termination**

We reserve the right to suspend or terminate your access to the Site at our sole discretion, without notice, if we believe you have violated these Terms or engaged in any conduct that is harmful to us or other users.

## **13. Severability**

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

## **14. Contact Us**

If you have any questions or concerns about these Terms or the Site, please contact us at:

### **Barnhart Bolt**

Email: [ashley@barnhartbolt.com](mailto:ashley@barnhartbolt.com)

Phone: (432) 550-0760

Address: 2101 W. 42nd St., Odessa, TX 79764