

WEBSITE TERMS AND CONDITIONS

BAYER'S PLUMBING, INC.

www.bayersplumbing.com

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Welcome to the website of **Bayer's Plumbing, Inc.**, an Indiana corporation ("Company," "we," "us," or "our"). These Website Terms and Conditions ("Terms") govern your access to and use of our website located at www.bayersplumbing.com (the "Site"). Please read these Terms carefully before using the Site. By accessing or using the Site, you agree to be bound by these Terms. If you do not agree with any part of these Terms, you must immediately discontinue use of the Site.

ACCEPTANCE OF TERMS

By accessing, browsing, or otherwise using this Site, you acknowledge that you have read, understood, and agree to be bound by these Terms and all applicable laws and regulations. These Terms constitute a legally binding agreement between you and Company

Your continued use of the Site following the posting of any changes to these Terms constitutes your acceptance of such changes. The Company reserves the right, at its sole discretion, to modify, amend, or replace these Terms at any time and without prior notice to you beyond posting the revised Terms on the Site. Changes become effective immediately upon posting.

You are responsible for reviewing these Terms periodically to stay informed of any updates. If you do not agree to the revised Terms, you must discontinue use of the Site immediately.

SCOPE OF WEBSITE AND INFORMATION PROVIDED

The Site and all content, information, and materials provided thereon are intended for general informational purposes only. Nothing on this Site constitutes professional advice of any kind, including but not limited to plumbing advice, legal advice, safety guidance, or any other form of professional consultation.

You should not act or refrain from acting based on any content or information found on this Site without first seeking appropriate professional advice from a qualified professional in the relevant field. Company makes no representation or warranty that the content on the Site is appropriate or available for use in all locations.

DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING THE LAWS OF THE STATE OF INDIANA, THE SITE AND ALL CONTENT, INFORMATION, AND MATERIALS PROVIDED ON OR THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE DISCLAIMERS SET FORTH IN THIS SECTION APPLY SOLELY TO THE INFORMATIONAL CONTENT AND MATERIALS PROVIDED ON THIS WEBSITE AND DO NOT APPLY TO ANY PLUMBING SERVICES PERFORMED OR MATERIALS SUPPLIED BY THE COMPANY UNDER A SEPARATE SERVICE AGREEMENT.

COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, OR AVAILABILITY OF THE SITE OR ANY CONTENT THEREON.

THE COMPANY DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, OR OTHER HARMFUL COMPONENTS. THE COMPANY DOES NOT WARRANT THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. YOUR USE OF THE SITE IS AT YOUR SOLE RISK.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY THE LAWS OF THE STATE OF INDIANA AND APPLICABLE FEDERAL LAW, COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER—including BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES—ARISING OUT OF OR IN ANY WAY RELATED TO YOUR ACCESS TO, USE OF, OR RELIANCE ON THE SITE OR ANY CONTENT, INFORMATION, OR MATERIALS PROVIDED ON OR THROUGH THE SITE.

THIS LIMITATION APPLIES REGARDLESS OF THE THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF, NOTWITHSTANDING THE FOREGOING, THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE, THE COMPANY'S TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE LESSER OF (A) ONE HUNDRED DOLLARS (\$100.00) OR (B) THE TOTAL AMOUNT PAID BY YOU TO THE COMPANY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO DAMAGES ARISING FROM THE COMPANY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE OR THESE TERMS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. ANY CAUSE OF ACTION NOT BROUGHT WITHIN SUCH PERIOD SHALL BE PERMANENTLY BARRED.

NOTWITHSTANDING THE FOREGOING, THIS SHORTENED LIMITATIONS PERIOD SHALL NOT APPLY TO ANY CLAIM WHERE APPLICABLE LAW PROHIBITS THE CONTRACTUAL SHORTENING OF THE STATUTE OF LIMITATIONS.

CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

INFORMATIONAL CONTENT AND NO PROFESSIONAL RELATIONSHIP

Your access to or use of this Site does not create a contractor–client, service provider–customer, or any other professional or fiduciary relationship between you and Company.

Any estimates, tips, how-to guides, informational articles, or other materials published on the Site are provided for general informational purposes only and do not constitute binding quotes, proposals, bids, or commitments of any kind. No binding obligation or contractual commitment shall arise from the content of this Site.

No binding obligation to perform services shall arise until a separate written service agreement has been executed by both the customer and an authorized representative of Company. Company reserves the right to decline any service request at its sole and absolute discretion, for any reason or no reason, without liability.

INTELLECTUAL PROPERTY

All content, text, graphics, logos, images, trademarks, trade names, service marks, photographs, illustrations, audio, video, software, and other materials displayed on or available through the Site (collectively, "Site Content") are the property of Company or its respective licensors and are protected by applicable United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You are granted a limited, non-exclusive, non-transferable, revocable license to access and view the Site Content solely for your personal, non-commercial use. Except as expressly permitted herein, you may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any Site Content without the prior written consent of Company.

THIRD-PARTY LINKS

The Site may contain hyperlinks to third-party websites, resources, or services that are not owned or controlled by Company. The Company has no control over, and assumes no responsibility or liability for, the content, privacy policies, terms of use, or practices of any third-party websites or services.

The inclusion of any link on the Site does not imply endorsement, sponsorship, or recommendation by Company of the linked website or any association with its operators. You acknowledge and agree that you access third-party websites entirely at your own risk and subject to the terms and conditions of those websites.

USER CONDUCT

By using the Site, you agree that you will not engage in any activity that is unlawful, harmful, or otherwise objectionable. Without limiting the foregoing, you agree not to:

- Use the Site for any unlawful purpose or in violation of any applicable local, state, federal, or international law or regulation;
- Engage in any automated data collection, including scraping, data mining, crawling, or use of robots or similar data-gathering tools;

- Attempt to gain unauthorized access to any portion of the Site, other accounts, computer systems, or networks connected to the Site;
- Interfere with or disrupt the integrity, security, or performance of the Site or its underlying servers or networks;
- Transmit any viruses, worms, trojan horses, or other malicious or harmful code;
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Use the Site to harass, abuse, defame, threaten, stalk, or otherwise harm another individual or entity; or
- Use the Site in any manner that could damage, disable, overburden, or impair the Site's functionality.

Company reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to the Site, without notice, for any conduct that the Company believes violates these Terms or is otherwise harmful to the Company, other users, or third parties.

PRIVACY POLICY

Please refer to our Privacy Policy, available at www.bayersplumbing.com/privacy, for information regarding how we collect, use, and protect your personal information. The Privacy Policy is hereby incorporated by reference into these Terms and forms an integral part of these Terms.

By using the Site, you acknowledge that you have read and understood the Privacy Policy and agree to be bound by its terms. In the event of any conflict between these Terms and the Privacy Policy with respect to the handling of personal information, the Privacy Policy shall control.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Company, and its officers, directors, employees, agents, affiliates, successors, assigns, and licensors (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, damages, losses, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:

- Your use or misuse of the Site;
- Your violation of these Terms;
- Your violation of any applicable law, regulation, or ordinance;
- Your infringement or misappropriation of any intellectual property or other right of any third party; or
- Any content or information you submit, post, or transmit through the Site.

This indemnification obligation shall survive the termination of these Terms and your use of the Site.

WAIVER AND RELEASE

IN CONSIDERATION OF YOUR USE OF THE SITE, YOU HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE COMPANY AND THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING FROM THE NEGLIGENCE OF COMPANY OR THE INDEMNIFIED PARTIES, WHETHER KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, SUSPECTED OR UNSUSPECTED, WHICH HAVE ARISEN OR MAY ARISE, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY CONTENT, INFORMATION, OR MATERIALS PROVIDED ON OR THROUGH THE SITE. THIS RELEASE SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. DEPENDING ON YOUR JURISDICTION, THE LAW MAY NOT PERMIT THIS RELEASE, AND IF SO, THE ABOVE RELEASE MAY NOT APPLY TO YOU.

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and any dispute or claim arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any choice-of-law or conflict-of-law rules or provisions.

Mandatory Arbitration. Except as provided below, any dispute, controversy, or claim arising out of or relating to these Terms, the Site, or your use thereof, including any question regarding the existence, validity, or termination of these Terms, shall be resolved by final and binding arbitration administered in the State of Indiana in accordance with the rules of the American Arbitration Association ("AAA") then in effect. The arbitration shall be conducted by a single arbitrator who shall be an attorney licensed in the State of Indiana with substantial experience in commercial law. The arbitrator shall be required to make written findings of fact and conclusions of law to support the award. The decision of the arbitrator shall be final, binding, and enforceable in any court of competent jurisdiction. Except as may be required by law, neither party may disclose the existence, content, or results of any arbitration without the prior written consent of the other party. Each party shall bear its own costs in arbitration, subject to the prevailing-party fee-shifting provision below. Each party hereby consents to a single, consolidated arbitration proceeding of multiple claims or claims involving two or more parties.

Exception for Injunctive Relief. Notwithstanding the foregoing arbitration requirement, either party may seek temporary, preliminary, or permanent injunctive relief or other equitable remedies in any state or federal court of competent jurisdiction located in the State of Indiana, without first submitting the matter to arbitration, to the extent necessary to protect such party's intellectual property rights, confidential information, or to prevent irreparable harm.

Exclusive Jurisdiction and Venue. For any action or proceeding not subject to arbitration, or for the enforcement of any arbitration award, you hereby irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts located in Vanderburgh County, Indiana. You waive any objection to the exercise of jurisdiction over you by such courts and any objection to venue, including any objection based on inconvenient forum.

Attorneys' Fees. In any arbitration, litigation, or other proceeding to enforce these Terms, Company shall be entitled to recover its reasonable attorneys' fees, costs, and expenses from the non-prevailing party.

GENERAL PROVISIONS

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of these Terms. The remaining provisions shall continue in full force and effect. Any invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the original intent of the parties to the maximum extent permissible.

These Terms, together with the Privacy Policy incorporated herein by reference, constitute the entire agreement between you and Company with respect to your use of the Site and supersede all prior or contemporaneous agreements, understandings, representations, and communications, whether written or oral, relating to such subject matter.

The failure of Company to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of any provision of these Terms shall be effective only if in writing and signed by an authorized representative of the Company and shall not constitute a continuing waiver of such provision or a waiver of any other provision.

The section headings used in these Terms are for convenience of reference only and shall not affect the interpretation or construction of any provision hereof.

In the event that any ambiguity exists or is deemed to exist in any provision of these Terms, such ambiguity shall not be construed by reference to any doctrine calling for such ambiguity to be construed against the drafter of these Terms.

These Terms represent a unilateral set of conditions governing your use of the Site. By using the Site, you acknowledge that you have had the opportunity to review these Terms and seek legal counsel if desired.

These Terms shall inure to the benefit of, and shall be binding upon, the Company and its legal representatives, successors, and assigns.

No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

As used in these Terms, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall include any other gender.

THESE TERMS MAY NOT UNDER ANY CIRCUMSTANCES BE MODIFIED, CHANGED, OR AMENDED EXCEPT BY A REVISED VERSION POSTED BY THE COMPANY ON THE SITE.

CONTACT INFORMATION

If you have any questions, concerns, or comments regarding these Terms, please contact us at:

Bayer's Plumbing, Inc.

Attn: President/ Website Inquiries

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