



PRODUCT LIABILITY DISCLAIMER

TERMS OF USE, WARRANTY & LIABILITY WAIVER

This agreement releases Maker Shop, LLC., (hereinafter “Maker Shop”) and the manufacturer of One Stop Maker Shop and Maker Shop Products from all liability relating to injuries or claims that may occur hereinafter after receiving the One Stop Maker Shop and Maker Shop Products and from warranties on same except as expressly provided. In no event shall Maker Shop or the manufacturer, be liable for any direct, indirect, punitive, incidental, special consequential damages, to property or life, whatsoever arising out of or connected with the use or misuse of our products.

Maker Shop offers its products with the terms, conditions and notices as follows. The following terms and conditions apply to all sales and uses. Please review carefully. These terms and conditions include limited warranties and disclaimers of liability. Keeping, using or allowing use of Maker Shop’s products indicates your agreement to these terms and you agree to hold harmless Maker Shop and the manufacturer, entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence. You must agree to the terms before you will be allowed to purchase the product.

The Maker Shop Products are without any guarantees or warranty except as expressly provided below. In association with the product, Maker Shop Products makes no warranties of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, of title, or of noninfringement of third-party rights except as expressly provided below. Use of the product by a user is at the user’s risk.

1. Terms of use

This product is offered to you conditioned upon your acceptance without modification of the terms, conditions, and notices contained herein.

2. Furniture Return Policy

The manufacturer’s warranty is one year. You have 365 days to return the Maker Shop and Maker Shop Products unless they are damaged, soiled, or excessively used. If you request a return within 14 days of delivery, we'll even pay for shipping back to us. Upon return, your Maker Shop and Maker Shop Products will be inspected, and appropriate credits and/or refunds will be

issued for the item(s) and any taxes due to be refunded in accordance with state law. After 14 days, manufacturer reserves the right to charge for shipping the item back to manufacturer. Before purchasing the Maker Shop and Maker Shop Products, purchaser is responsible for measuring and making sure the Maker Shop will fit through the all openings where the Maker Shop must travel to its final location. If the purchaser fails to perform the appropriate measurement before ordering the Maker Shop, manufacturer will not pay for return shipment if the Maker Shop does not fit or is not able to go through the openings on the way to its final location.

3. Delivery

The Maker Shop may be delivered with a truck having a lift gate. The Delivery personnel may drop the Maker Shop affixed to a pallet at the delivery location identified by the purchaser but outside of any building. Delivery personnel will not unpack or move the Maker Shop to its final location.

4. Use limitation

You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell, any information, software, products or services obtained, from Maker Shop's website or its products.

5. Limited Replacement Warranty

This product is warranted against any manufactured defect for a period of one year from date of purchase.

6. Assumption of Risk

The Maker Shop weighs about 350 pounds and should be lifted properly . The Maker Shop is wheeled and could possibly roll onto a person's foot or fingers, and/or pin a person against a wall causing injury. By buying, using, or allowing the use of Maker Shop's products, you understand and agree that YOU EXPRESSLY AND VOLUNTARILY ASSUME THE RISK OF PERSONAL INJURY SUSTAINED WHILE USING THE PRODCUTS WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF Maker Shop including, but not limited to malfunction from whatever cause, or any other fault of Maker Shop. Additionally, you agree to indemnify, defend, and hold Maker Shop harmless from any third-party claims arising from such use.

7. Modification of Products

Modification of the Maker Shop Products, through the use or misuse of can lead to malfunction causing serious risk. Risks include but are not limited to Maker Shop products damage, serious physical injury, disability and/or death. You are responsible for any modifications you perform on your Maker Shop Products. Maker Shop is not responsible and will not be held liable for any modifications done to Maker Shop Products, through the use or misuse of its products.

8. Limitation of Liability

As set forth above under the limited warranty provisions, Maker Shop liability is limited to repair or replacement of its products which are returned to it in the specified period of time. In no event shall Maker Shop liability exceed the value of the product(s) sold. In no event shall Maker Shop be liable for any direct, indirect, punitive, incidental, special or consequential damages whatsoever arising out of or connected with the use or misuse of any of its products.

9. Warning

Use and misuse of products sold by Maker Shop may involve serious risks including injury, disability and death. Purchasers assume all risks.

10. Inspect Before Each Use

This product must be inspected before use to ensure it has not been damaged in shipment and in daily use. If damaged, DO NOT USE, if damage occurred during shipment immediately contact Maker Shop for remedy, otherwise contact Maker Shop concerning the damage.

11. Entire Obligation

This PRODUCT LIABILITY DISCLAIMER states the entire obligation of Maker Shop with respect to the products. If any part of this disclaimer is determined to be void, invalid, unenforceable or illegal, including, but not limited to the warranty disclaimers and liability 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 remain in full force and effect.

12. Applicable Law

Your order from Maker Shop and this disclaimer statement are governed by the laws of Oklahoma. You hereby consent to the exclusive jurisdiction and venue in Cleveland County, Oklahoma in all disputes arising out of or relating to the use of this product. Use of this product is not authorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

13. Modification of Terms and Conditions

Maker Shop reserves the right to change the terms, conditions, and notices under which its products are offered.

14. For California Residents Only: Regulatory Information

See Appendix A for the required disclosure.

Appendix A

Regulatory Information



WARNING: This product can expose you to chemicals including formaldehyde, which is known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

Why are we required to give you this warning?

Proposition 65 requires businesses to provide warnings to Californians about exposures to chemicals that can cause cancer, birth defects or other reproductive harm. These chemicals can be in purchased products, in homes or workplaces, or released into the environment.

What chemicals on the Proposition 65 list are commonly found in wood cabinets?

Formaldehyde gas is listed as a carcinogen on the Proposition 65 list and it is found in small amounts in all wood products. It is also used in making resins and adhesives for some composite wood products such as plywood, particleboard, and MDF that are used to manufacture cabinets. Most of the formaldehyde from cabinets is off-gassed during the manufacturing process but trace amount may still be present.

What is formaldehyde?

Formaldehyde is a colorless, strong-smelling gas at room temperature which is naturally occurring and can also be produced synthetically. Formaldehyde in liquid form is found naturally in all animals and plants, including wood. Formaldehyde is also an important chemical used to make many different types of products such as home furnishings, medicinal and personal care products, household cleaners, paints, textiles, landscape and yard products, and composite wood products. Formaldehyde can be released into the air (off-gas) from materials and products made with it.

How is this related to CARB Phase 2 or EPA TSCA Title VI?

There is no direct relationship between Prop 65 warning requirements and these two regulations. Prop 65 requires warning for exposure and CARB Phase 2/EPA TSCA Title VI are both regulations which impose strict limits on formaldehyde emissions from composite wood products including particleboard, plywood, and MDF. CARB Phase 2, which is a California law, and TSCA Title VI, which is a Federal law, have identical formaldehyde emissions limits. All products are compliant with both CARB ATCM 93120 Phase 2 and EPA TSCA Title VI. These 2 regulations ensure that exposure levels are very low but there is still a requirement to label for the presence of formaldehyde under the Prop 65 warning requirements.