

# Terms of Service

Effective Date: July 1, 2025

Welcome to **Showalter Home and Forge**! By using or accessing the website **ShowalterHomeandForge.com**, you agree to be bound by the following terms and conditions ("Terms of Service"). Please read these Terms of Service carefully before using the Site. If you do not agree to these terms, please do not use the Site.

## 1. Acceptance of Terms

By accessing and using this Site, you acknowledge that you have read, understood, and agree to comply with these Terms of Service. Showalter Home and Forge reserves the right to modify, update, or change these Terms of Service at any time without prior notice. All updates or changes will be posted on this page, and the "Effective Date" will reflect the most recent changes. Please review these terms regularly to stay informed about any changes.

## 2. Use of the Site

### Eligibility

You must be at least 18 years old to use this Site or the services offered herein. By using this Site, you represent that you are at least 18 years of age and have the legal capacity to enter into a binding contract.

### License to Use Site

Showalter Home and Forge grants you a limited, non-exclusive, non-transferable license to access and use the Site for personal and commercial purposes, provided you comply with these Terms of Service.

### Prohibited Uses

You may not use the Site for any illegal, harmful, or unauthorized activities. Without limitation, you agree not to:

- Violate any applicable law or regulation.
- Impersonate any person or entity, or mislead others as to your affiliation with a person or entity.
- Interfere with the proper functioning of the Site, including any malicious activities that could disrupt, damage, or limit the performance of the Site or any related services.

### 3. Account Registration

To access certain features or services, you may be required to create an account with Showalter Home and Forge. You agree to provide accurate, complete, and updated information when creating your account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. If you believe your account has been compromised, you must immediately notify us.

### 4. Products and Services

#### Product Information

Showalter Home and Forge makes every effort to ensure that the information displayed on the Site is accurate and up-to-date. However, we do not guarantee the accuracy, completeness, or reliability of any product descriptions, pricing, or availability.

#### Pricing and Payment

All prices displayed on the Site are subject to change without notice. Payments for products and services purchased on the Site are processed through third-party payment gateways. You agree to provide accurate and complete payment information. Showalter Home and Forge is not responsible for any errors or issues that may arise during the payment process.

#### Shipping and Delivery

We strive to fulfill orders promptly. Shipping times and costs may vary depending on the location and selected shipping method. You agree to provide accurate shipping information to ensure timely delivery. Showalter Home and Forge is not responsible for any delays caused by third-party carriers or incorrect shipping information provided by you.

### 5. Returns and Refunds

If you are not satisfied with your purchase, please review our **Return Policy** (link to return policy) for detailed information on how to return items and request refunds. All returns must comply with the terms specified in the Return Policy.

### 6. Intellectual Property

#### Ownership

The content, design, graphics, logos, images, videos, and all other materials on the Site are the property of Showalter Home and Forge or its licensors and are protected by intellectual property

laws. You may not copy, modify, distribute, or reproduce any materials from this Site without prior written consent from Showalter Home and Forge.

## **User Content**

By submitting any content (e.g., reviews, comments, photos) to the Site, you grant Showalter Home and Forge a non-exclusive, royalty-free, perpetual, and transferable license to use, display, and distribute the content in any form, media, or technology. You represent that you have all necessary rights to the content you submit.

## **7. Privacy Policy**

Your use of the Site is also governed by our **Privacy Policy** ([link to privacy policy](#)), which explains how we collect, use, and protect your personal information.

## **8. Disclaimers and Limitation of Liability**

### **Disclaimers**

The Site and all content, products, and services provided on the Site are provided "as is" and "as available" without any warranties of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

### **Limitation of Liability**

To the fullest extent permitted by law, Showalter Home and Forge shall not be liable for any indirect, incidental, special, or consequential damages arising out of your use or inability to use the Site, products, or services, even if Showalter Home and Forge has been advised of the possibility of such damages.

## **9. Indemnification**

You agree to indemnify, defend, and hold harmless Showalter Home and Forge, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including attorney's fees) arising out of or related to your use of the Site, violation of these Terms of Service, or infringement of any third-party rights.

## **10. Governing Law**

These Terms of Service are governed by and construed in accordance with the laws of the state in which Showalter Home and Forge operates, without regard to its conflict of law principles.

You agree to submit to the exclusive jurisdiction of the courts located in Virginia, United States, for any disputes arising out of or in connection with these Terms of Service.

## **11. Severability**

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

## **12. Entire Agreement**

These Terms of Service, along with the Privacy Policy and any other legal notices published on the Site, constitute the entire agreement between you and Showalter Home and Forge regarding the use of the Site.

## **13. Contact Information**

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

**Showalter Home and Forge**

Email: [Showalterhomeandforge@gmail.com](mailto:Showalterhomeandforge@gmail.com)