

LEGAL TERMS AND CONDITIONS

Please read this page carefully. By using this Web Site, You agree to be bound by the Terms and Conditions set forth below. If You do not accept these Terms and Conditions, please do not use this Web Site. Your use of the Web Site constitutes acceptance of these Terms and Conditions. By accepting the Terms and Conditions, you certify that you are either (i) at least the age of majority in your state of residence, or (ii) you are at least 13 years of age and are using the Web Site under the supervision of a parent or legal guardian who has agreed to be bound the these Terms and Conditions on Your behalf. If You are under the age of 13, You are not permitted to use this Web Site. If you are a parent or legal guardian who has agreed to be bound by these Terms and Conditions on behalf of a child, you agree to be fully responsible for such child's use of the Web Site, including any legal liability that such child may incur.

American Woodmark Corporation ("AWC") may, in its sole discretion, revise these Terms and Conditions at any time; therefore, You should visit this page periodically to review the Terms and Conditions.

USE OF SITE MATERIAL; LIMITED LICENSE

The contents of this Web Site, such as text, graphics, images, and other content (the "Site Material") are protected by copyright under both United States and foreign laws. AWC grants You a limited, non-transferable license to view and download a single copy of the Site Material for Your personal use. You agree to retain all copyright and other proprietary notices contained in the original Site Material on any copy You make of such material. You may not sell or modify our Site Material or reproduce, display, distribute, or otherwise use the Site Material in any way for any public or commercial purpose. Use of the Site Material on any other web site or in a networked environment is prohibited. Unauthorized use of the Site Material violates copyright, trademark, and other laws.

TRADEMARKS

The names, marks, and logos appearing in the Site Material are trademarks owned by or licensed to AWC or an affiliated company. The use of these marks, except as provided in these Terms and Conditions, is prohibited. From time to time, AWC makes fair use in this Web Site of trademarks owned and used by third parties. Any such marks are clearly noted, and AWC makes no claim to ownership of those marks.

USER SUBMISSIONS

AWC welcomes Your comments on our Web Site, products, and services. If You send us or post on the Web Site creative suggestions, ideas, notes, drawings, concepts, photographs, inventions, or other information (collectively, the "Information"), You grant to AWC a perpetual, non-exclusive, unrestricted, transferable, sublicensable, royalty-free license to use, reproduce, publish, display, publicly perform, digitally perform, distribute, create derivative works based upon, adapt (including without limitation edit, modify, translate, and reformat) and transmit the Information for any purpose whatsoever, commercial or otherwise, without compensation to You.

As a user of this Web site, You are responsible for Your own communications and anything you post. You may not send or post any of the following: material that is copyrighted, unless You are

the copyright owner or have the permission of the copyright owner; material that reveals trade secrets, unless You own them or have the permission of the owner; material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; material that is obscene, defamatory, threatening, harassing, abusive, or hateful; sexually-explicit material; advertisements or solicitations of business; chain letters or pyramid schemes; material that is clearly false or misleading. By posting Information on the Web Site, You represent that You have the right to do so.

You may not do any of the following: (i) restrict or inhibit any other visitor from using the Web Site, including, without limitation, by means of “hacking” or defacing any portion of the Web Site; (ii) use the Web Site or content from the Web Site for any unlawful purpose; (iii) express or imply that any statement You make is endorsed by AWC; (iv) engage in spamming, flooding, phishing, or other activity intended to gather information unlawfully; or (v) transmit any software or other materials that contain harmful or malicious code, including, without limitation, viruses, worms, time bombs, date bombs, Trojan horses, and defects.

AWC reserves the right to remove posts, expel users, and prevent further access to this Web Site for violating a law or these Terms and Conditions. The violation of any of these Terms and Conditions shall result in the immediate revocation of Your license to use the Site Material and obligates You to immediately destroy any copies of the Site Material in Your possession.

COPYRIGHT INFRINGEMENT

In accordance with the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. 512(c)(3), Pub. L. 105-304, AWC has designated the following individual to receive notification of alleged copyright infringement on the Web Site:

Kenneth J. Sweet
American Woodmark Corporation
3102 Shawnee Drive
Winchester, Virginia 22601
Tel: (540) 665-9184
Email: jsweet@woodmark.com
 (“Copyright Agent”)

A claim of copyright infringement must be submitted in writing via either a physical or electronic medium and contain the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
4. Information sufficient to allow the service provider to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address.

5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

AWC will respond expeditiously to such written notice. AWC reserves the right at any time to disable access to or remove any material or activity accessible on or from this Web Site or any materials claimed to be infringing or based on facts or circumstances from which infringing activity is apparent. AWC also reserves the right and has a policy to terminate in appropriate circumstances the accounts of visitors who are repeat copyright infringers.

If You are the recipient of a notification of alleged copyright infringement that You believe is false and/or that the allegedly infringing material was wrongly removed in response to such notice, You may submit a written counter-notification to the address listed above that contains the following:

1. Your physical or electronic signature.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
3. A statement under penalty of perjury that You have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
4. Your name, address, and telephone number, and a statement that You consent to the jurisdiction of Federal District Court for the judicial district in which You are located, or if Your address is located outside the United States, for any judicial district in which AWC may be found, and that You will accept service of process from the person who provided the original notification or an agent of such person.

LIMITATION OF LIABILITY

Although AWC strives for accuracy in all elements of the Site Material, it may contain inaccuracies or typographical errors. Additionally, while users of this Web Site are bound by these Terms and Conditions not to submit false material, AWC cannot be responsible for the violation of these Terms and Conditions by users, or for the reliance by users upon false or misleading material submitted by other users. AWC makes no representations about the accuracy, reliability, completeness, or timeliness of the material on this Web Site or about the results to be obtained from using the Web Site. You use the Web Site and its material at Your own risk, and AWC will not be liable for any resulting costs, damages, or expenses.

AWC disclaims all liability arising from or related to Your use of the various tools available on the Web Site for use in organizing, creating, or otherwise planning for a renovation or new construction. You use any such tools at your own risk, and AWC will not be liable for any resulting costs, damages, or expenses.

IN NO EVENT SHALL AWC, ITS AFFILIATES, OR ANY THIRD PARTIES MENTIONED ON THE WEB SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS

INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE MATERIAL ON THIS WEB SITE OR SITES LINKED TO THIS WEB SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF AWC IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION DOES NOT APPLY TO GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

DISCLAIMER OF WARRANTIES

AWC DOES NOT WARRANT THAT THE WEB SITE WILL OPERATE ERROR-FREE OR THAT THE WEB SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MATERIAL. THIS WEB SITE AND ITS MATERIAL ARE PROVIDED ON AN “AS IS” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. AWC, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. ALTHOUGH AWC STRIVES TO PROVIDE THOROUGH AND ACCURATE MATERIALS ON ITS SITE, WE MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

LINKS

This Web Site contains links to web sites owned by third parties. These links are provided solely as a convenience to You and are not an endorsement by AWC of the contents on those other sites. AWC is not responsible for the content of any linked sites and makes no representations regarding the content or accuracy of materials on such sites. If You decide to visit any third-party sites using links from this Web Site, You do so at Your own risk.

COLOR CORRECTNESS DISCLAIMER

Product photography and illustrations have been reproduced as accurately as print and web technologies permit. However, due to variations in individual user’s monitor settings, calibrations, color printing settings, and lighting sources, we cannot guarantee that purchased products will be an exact match to the colors represented on this Web Site or on a home printer output. To ensure highest satisfaction, we suggest you view an actual sample from your nearest dealer.

INDEMNITY

By using this Web Site, You agree to defend, indemnify, and hold harmless AWC, its officers, directors, employees and agents, from and against any and all losses, claims, damages, costs and expenses (including reasonable legal and accounting fees) that AWC may become obligated to pay arising or resulting from Your use of the Site Material or the Planning Tools or Your breach of these Terms and Conditions. AWC reserves the right to assume or participate, at Your expense, in the investigation, settlement and defense of any such action or claim.

PRIVACY

This Privacy Policy is effective as of September 1, 2017. At AWC, Your privacy is important to us. AWC does not collect personally-identifying information (Your name, physical address, telephone number, and e-mail address) about You unless You submit that information to us through our Web Site or an application on our Web Site.

When You visit our Web Site, we may automatically collect certain non-identifying information about You, such as the type of browser or computer operating system You use, the domain name of the web site from which You linked to us, and other general demographic information. In addition, we, or third parties authorized by us, may store information on Your computer's hard drive as a "cookie" or similar type of file. For information on erasing or blocking cookies, please consult Your Browser's options.

Any information we gather, whether voluntarily provided by You or automatically collected, may be used for our internal business and for marketing purposes. We may share non-identifying information with third parties if You have requested information about a specific vendor or service identified on our Web Site, if You have opted in to receiving third party marketing emails, or as part of our agreements with third party service providers. We use third party services such as Google Analytics to improve the functionality of our site, to improve customer service, and for marketing purposes. These companies may collect data or serve ads when You visit our site and may use information from Your visit to this and other websites in order to provide advertisements about goods and services of interest to You. If You would like more information about this practice and to know Your choices about not having this information used by these companies, visit <http://networkadvertising.org>. For more information about Google Analytics and how it works, please visit www.google.com/policies/privacy/partners/.

We reserve the right to disclose any information in our possession if we are required to do so by law, or we believe, in good faith, that such a disclosure is necessary to comply with the law, to defend our rights or property, or to respond to an emergency situation. We also reserve the right to disclose any information in our possession as part of a merger or sale of all or part of our business or its assets.

If You have elected to receive third party marketing emails, but no longer wish to receive such correspondence, You may, at any time, opt-out of third party marketing emails by updating Your profile on the Web Site. If you are under the age of majority in your state of residence you may not opt-in to receive marketing materials.

AWC employs security measures to protect the personal information You submit to us. While we strive to keep your information secure, no method of electronic storage or transmission over the internet is 100% secure, and we cannot guarantee the absolute security of Your information. You may, at any time, review, update, or delete the information You have provided to us. If You are concerned about the information You have provided to us, please contact us at jsweet@woodmark.com.

MISCELLANEOUS

This Web Site is hosted in the United States and is intended only for use in the United States. AWC does not claim that the Site Materials on this Web Site are appropriate for use outside of the United States. Access to the Site Materials may not be legal by certain persons or in certain countries. If You access the Web Site from outside of the United States, You do so at Your own risk and are responsible for compliance with the laws of Your jurisdiction.

These Terms and Conditions are governed by the substantive laws of the Commonwealth of Virginia, without respect to its conflict of laws principles. You agree to submit to the jurisdiction of the courts situated in the Commonwealth of Virginia with respect to any dispute, disagreement, or cause of action arising under or related to these Terms and Conditions. If any provision is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. These Terms and Conditions constitute the entire agreement between You and AWC with respect to Your use of this Web Site.