

# Terms of Use

**Original:** April 15, 2009

**Last Update:** January 9, 2025

## Legal Terms of Use

We offer you the services of Borst Engineering & Construction LLC on the condition that to you are subject to and agree to the following Terms of Use:

## Acceptance of Terms

The following legal terms and conditions govern your use of the information, materials and documents made available to you (herein known as the "Materials").

BY USING THIS WEBSITE OR BY USING THE MATERIALS, YOU SIGNIFY ELECTRONICALLY YOUR AGREEMENT TO ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED HEREIN (THE "TERMS OF USE").

Please review these terms carefully. If you do not agree to these Terms of Use, please do not use this website or the Materials.

We reserve the right, at our discretion, to update or revise these Terms of Use at any time without notice to you. The most current version of the Terms of Use can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of our Web pages. Your continued use of the Materials following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

## Description of Services

Borst Engineering & Construction LLC provides residential/commercial engineering design and construction services associated with hydronic radiant floor heating, passive solar heating and water work projects. Through its website, Borst Engineering & Construction LLC provides you with access to a variety of resources, including design data, design software tools and product information. The Materials, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to these Terms of Use.

## Personal and Non-Commercial Use Limitation

Provided you comply with these Terms of Use, Borst Engineering & Construction LLC grants you a non-exclusive, non-transferable license to view, print and use the Materials solely for your own personal non-commercial use.

You may not commercially exploit the Material or the underlying data, including without limitation, you may not create derivative works of the Materials, use any data mining, robots, or similar data gathering and extraction tools on the Materials, frame any portion of the Materials, or reprint, copy, modify, translate, port, publish, sublicense, assign, transfer, sell, or otherwise distribute the Materials without the prior written consent of Borst Engineering & Construction LLC. You shall not derive or attempt to derive the source code or structure of all or any portion of the Materials by reverse engineering, disassembly, decompilation or any other means. You shall not use the Material to operate a service bureau or any other use involving the processing of data for others.

You shall use the Materials and this website for legal purposes only and shall not use them in any manner that violates the laws of any jurisdiction. You do not receive any, and Borst Engineering & Construction LLC and its licensors retain all, ownership rights to the Materials. You may not alter or remove any copyright notice or proprietary legend contained in or on the Materials. Nothing contained herein shall be construed as granting you a license under any copyright, trademark, patent or other intellectual property right of Borst Engineering & Construction LLC or any third party, except for the right of use license expressly set forth herein.

### **Proprietary Rights**

You acknowledge and agree that the Materials are protected by copyright, trademark, patent, trade secret and other proprietary rights and laws. Third parties who's Materials appear own the copyright in the Materials original to them. The look and feel of this website, including our color combinations, button shapes, and other graphical elements are Borst Engineering & Construction LLC trademarks. No portion of the Materials or the data contained in the Materials may be reproduced in whole or in part unless expressly authorized in writing by Borst Engineering & Construction LLC.

The Borst Engineering & Construction LLC name and logo, and all related product and service names, design marks and slogans are the trademarks or registered trademarks of Borst Engineering & Construction LLC. All other product and service marks contained herein are the trademarks of their respective owners. You may not use any Borst Engineering & Construction LLC or third party trademarks without the prior written consent of Borst Engineering & Construction LLC or the applicable trademark owner.

### **Procedure for Making Claims of Copyright Infringement**

Pursuant to Title 17, United States Code, Section 512(c)(2), if you believe that your work has been copied and is accessible on this website in a way that constitutes copyright infringement, you may notify Borst Engineering & Construction LLC as described herein under General Inquires.

### **No Warranties**

THIS WEBSITE AND THE MATERIALS ARE PROVIDED WITH ALL FAULTS ON AN "AS IS" AND "AS AVAILABLE" BASIS. BORST ENGINEERING & CONSTRUCTION LLC, ITS LICENSORS AND OTHER SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES THAT THE WEBSITE AND MATERIALS ARE FREE OF DEFECTS, VIRUS FREE, AND ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT THEY WILL MEET YOUR REQUIREMENTS, OR THAT ERRORS WILL BE CORRECTED, AND THE IMPLIED WARRANTIES THAT THE WEBSITE AND MATERIALS ARE MERCHANTABLE, OR SATISFACTORY QUALITY, ACCURATE, FIT FOR SUCH A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT, UNLESS SUCH SUPPLIED IMPLIED WARRANTIES ARE INCAPABLE OF EXCLUSION. NO ADVICE OR INFORMATION GIVEN BY BORST ENGINEERING & CONSTRUCTION LLC, ITS AFFILIATES OR THEIR RESPECTIVE EMPLOYEES OR AUTHORIZED AGENTS SHALL CREATE A WARRANTY OR EXPAND THE SCOPE OF ANY WARRANTY THAT CANNOT BE DISCLAIMED UNDER APPLICABLE LAW. YOUR USE OF THIS WEBSITE AND THE MATERIALS IS SOLELY AT YOUR OWN RISK.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

Please note that the Materials may include technical inaccuracies or typographical errors. Your use of the website is at YOUR OWN RISK and Borst Engineering & Construction LLC is under no obligation to provide you with any support, error corrections, updates, upgrades, bug fixes and/or enhancements of the website and Materials.

### **Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL BORST ENGINEERING & CONSTRUCTION LLC, ITS AFFILIATES, DIRECTORS, EMPLOYEES, DISTRIBUTERS, SUPPLIERS, LICENSORS, LICENSEES, AGENTS OR RESELLERS (COLLECTIVELY, BORST ENGINEERING & CONSTRUCTION LLC) BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT RESULT FROM THE USE OF, MISUSE OF, INABILITY TO USE, OR RELIANCE UPON THIS WEBSITE OR THE MATERIALS, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, BUSINESS OPPORTUNITIES, SAVINGS OR PROFITS. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF BORST ENGINEERING & CONSTRUCTION LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. BORST ENGINEERING & CONSTRUCTION LLC LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

### **Indemnification**

Upon request from Borst Engineering & Construction LLC, you agree to defend, indemnify, and hold harmless Borst Engineering & Construction LLC from all liabilities, claims, and expenses, including attorney's fees that arise from your violation of these Terms of Use or your use or misuse of the Materials or this website. Borst Engineering & Construction LLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Borst Engineering & Construction LLC in asserting any available defenses.

### **Disclaimer of Endorsement**

Reference herein or on the website to any products, services, processes, hypertext links to third parties or other information by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply its endorsement, sponsorship or recommendation by Borst Engineering & Construction LLC. Product and service information are the sole responsibility of each individual vendor.

### **International Use**

Borst Engineering & Construction LLC make no representation that the Materials are appropriate or available for use in locations outside the United States, and accessing it from territories where the Materials are illegal is prohibited. Those who choose to access this website from other locations do so on their own initiative and are responsible for compliance with local laws.

### **Choice of Law and Forum**

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Oregon, excluding its conflicts of law rules. You expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of the Materials and this website shall be initiated and maintained only in the state courts located in Jackson County, Oregon (USA) or the federal court located in the District of Oregon (USA) and you further agree and submit to the exercise of personal jurisdiction and venue of such courts for the purpose of litigating any such claim or action. Any action by you against Borst Engineering & Construction LLC hereunder shall be brought within one (1) year after the claim arose, or be barred.

### **Severability and Integration**

These Terms of Use constitute the entire agreement between you and Borst Engineering & Construction LLC with respect to the Materials and this website. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

### **Termination**

Borst Engineering & Construction LLC reserves the right, in its sole discretion, to terminate your access to the Material or to all or part of this website, with or without notice.

### **General Inquires**

For further information, questions, or problem reports regarding the Material or this website, please use the Contact Us tab at the top of our Website.