

## Terms and Conditions

### Agreement between User and [www.northernnaturalwinery.com](http://www.northernnaturalwinery.com)

Welcome to [www.northernnaturalwinery.com](http://www.northernnaturalwinery.com). The [www.northernnaturalwinery.com](http://www.northernnaturalwinery.com) website (the "Site") is comprised of various web pages operated by Northern Natural Cider House and Winery ("Northern Natural"). [www.northernnaturalwinery.com](http://www.northernnaturalwinery.com) is offered to you conditioned on your acceptance without modification of terms, conditions, and notices contained herein (the "Terms"). Your use of [www.northernnaturalwinery.com](http://www.northernnaturalwinery.com) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

[www.northernnaturalwinery.com](http://www.northernnaturalwinery.com) is a Business Information Site.

This website is intended to inform and educate the public about the products offered by Northern Natural Cider House and Winery, both at the Tasting House as well as retailers around Michigan. In addition, food menus, special events and entertainment schedules are available.

### Electronic Communications

Visiting [www.northernnaturalwinery.com](http://www.northernnaturalwinery.com) or sending e-mails to Northern Natural constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication is in writing.

### Links to Third Party Sites/Third Party Services

[www.northernnaturalwinery.com](http://www.northernnaturalwinery.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under control of Northern Natural and Northern Natural is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Northern Natural is providing links to you only as a convenience, and the inclusion of any link does not imply endorsement by Northern Natural of the site or any association with its operators.

Certain services made available at [www.northernnaturalwinery.com](http://www.northernnaturalwinery.com) are delivered by third party sites and organizations. By using any product, service or functionality originating from the [www.northernnaturalwinery.com](http://www.northernnaturalwinery.com) domain, you hereby acknowledge an consent that Northern Natural may share such information and data with any third party with whom Northern Natural has a contractual relationship to provide the requested product, service or functionality on behalf of [www.northernnaturalwinery.com](http://www.northernnaturalwinery.com) as users and customers.

### No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferrable, revocable license to access and use [www.northernnaturalwinery.com](http://www.northernnaturalwinery.com) strictly in accordance with the terms of use. As a condition of your use of Site, you warrant Northern Natural that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and

enjoyment of the Site. You may not obtain or attempt to obtain materials or information through any means not intentionally made available or provided through Site.

All content included as part of the Service, such as text, graphics, logos, images as well as the compilation thereof, and any software used on the Site, is the property of Northern Natural or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Northern Natural content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. We do not grant you any licenses, express or implied, to the intellectual property of Northern Natural or our licensors except authorized by these Terms.

### **International Users**

The Services is controlled, operated and administered by Northern Natural from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Northern Natural Content accessed through: [www.northernnaturalwineery.com](http://www.northernnaturalwineery.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Northern Natural, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use or inability to use the Site or services, any user postings made by you, your violation of terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Northern Natural reserves the right, at its own cost, to assume the exclusive defense and control any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Northern Natural in asserting any available defenses.

### **Clear Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH 'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Northern Natural agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. NORTHERN NATURAL CIDER HOUSE AND WINERY AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

NORTHERN NATURAL CIDER HOUSE AND WINERY AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. NORTHERN NATURAL CIDER HOUSE AND WINERY AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NORTHERN NATURAL CIDER HOUSE AND WINERY AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITH LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF NORTHERN NATURAL CIDER HOUSE AND WINERY OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

**Termination/Access Restriction**

Northern Natural reserves the right, in its sole discretion, to terminate your access to the Site and related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Michigan and you hereby consent to the exclusive jurisdiction and venue of courts in Michigan in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation this section.

You agree that no joint venture, partnership, employment or agency relationship exists between you and Northern Natural as a result of this agreement or use of the Site. Northern Natural's performance of this agreement is in derogation of Northern Natural's right to comply with

governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Northern Natural with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation 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 continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Northern Natural with respect to the Site as it supersedes all prior contemporaneous communications and proposals, whether electronic, oral or written, between the user and Northern Natural with respect to the Site. A printed version of this agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Northern Natural reserves the right, in its sole discretion, to change the Terms under which [www.northernnaturalwinery.com](http://www.northernnaturalwinery.com) is offered. The most current version of the Terms will supersede all previous versions. Northern Natural encourages you to periodically review the Terms to stay informed of updates.

### **Contact Us**

Northern Natural welcomes your questions or comments regarding the Terms:

Northern Natural Cider House and Winery  
7220 Chief Rd.  
Kaleva, MI 49645

Email Address:  
[d.mackey@kaltelnet.net](mailto:d.mackey@kaltelnet.net)

Telephone number:  
231-889-0064

Effective as of August 30, 2021