

Website Disclaimer, Assumption of Risk & Indemnification

Whisperwood ("Company," "we," "us," or "our") creates handcrafted furniture and wood products and provides information through this website for general informational purposes.

1. Website Information

We make reasonable efforts to provide accurate and useful information on this website. However, dimensions, availability, pricing, photographs, descriptions, and other information may change and may contain inadvertent errors.

Website content does not create a contractual obligation unless specifically incorporated into a written proposal, invoice, purchase agreement, or other agreement between Whisperwood and Customer.

2. Product Use

Customers are responsible for using products in accordance with their intended purpose and any instructions provided by Whisperwood.

Furniture should not be modified, structurally altered, or used in a manner inconsistent with its intended design without first consulting Whisperwood.

Products should not be used in applications for which they were not designed.

Unless expressly designed and identified for such use, Whisperwood products are intended for normal residential use and are not intended for structural, commercial, industrial, playground, childcare, or other specialized applications.

3. Installation

Where a product requires installation, Customer is responsible for ensuring that installation is performed appropriately unless Whisperwood has expressly agreed to provide installation services.

Customer should consult an appropriately qualified professional when installation involves structural attachment, electrical work, plumbing, building-code requirements, or other specialized work.

4. Assumption of Ordinary Use Risks

By purchasing and using a Whisperwood product, Customer acknowledges that ordinary use of furniture involves foreseeable risks such as:

- Objects falling from or being placed on furniture;
- Furniture tipping if improperly used or positioned;

- Damage caused by spills, heat, or impact;
- Minor cuts, scratches, or other damage resulting from normal use;
- Injury resulting from improper handling or misuse.

Customer agrees to use reasonable care and follow applicable instructions.

Nothing in these Terms is intended to waive rights or claims that cannot legally be waived.

5. Customer Modifications

Whisperwood is not responsible for damage or injury resulting from alterations, modifications, repairs, attachments, or installations performed by Customer or by third parties not authorized by Whisperwood.

Unauthorized modifications may also void applicable warranty coverage.

6. Indemnification

To the fullest extent permitted by applicable law, Customer agrees to indemnify and hold harmless Whisperwood and its owner, employees, contractors, and agents from third-party claims, losses, damages, and reasonable expenses arising from Customer's:

- Misuse of a product;
- Unauthorized modification of a product;
- Failure to follow provided instructions;
- Use of a product for an unintended purpose; or
- Negligent or wrongful acts relating to a Whisperwood product.

This provision does not require Customer to indemnify Whisperwood for Whisperwood's own negligence, willful misconduct, or other liability to the extent such indemnification is prohibited by applicable law.

7. Limitation of Liability

To the fullest extent permitted by applicable law, Whisperwood will not be liable for indirect, incidental, special, consequential, or punitive damages arising from the use of the website or a product, except to the extent such limitation is prohibited by law.

Any limitation of liability applicable to a specific purchase is subject to the terms of the applicable purchase agreement and applicable law.

8. No Waiver of Non-Waivable Rights

Nothing in this Disclaimer, the Terms & Conditions, a purchase agreement, or any other Whisperwood document is intended to waive, exclude, or limit any right, warranty, remedy, or liability that cannot legally be waived, excluded, or limited under applicable law.

9. Governing Law

This Disclaimer shall be governed by the laws of the State of Indiana, except to the extent applicable law requires otherwise.