

Terms of Use

Last Revised 22 of December, 2020

Welcome to the Asadores el Barril Usa LLC – Asadores el Barril USA (web sites, which include but are not limited to www.grillselbarril.us, (the "Sites"). The Sites are provided as a service to our customers. Please review the following terms and conditions of use, including an Arbitration Agreement, which govern your use of the Sites (the "Agreement").

YOUR USE OF THE SITES CONSTITUTES YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THE AGREEMENT. WE RESERVE THE RIGHT TO UPDATE OR MODIFY THIS AGREEMENT AT ANY TIME WITHOUT PRIOR NOTICE. FOR THIS REASON, WE ENCOURAGE YOU TO REVIEW THE AGREEMENT WHENEVER YOU USE ANY OF THE SITES. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE SITES.

Site Transactions

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

Right to Change Sites

We reserve the right, at any time in our sole discretion, to: modify, suspend or discontinue the Sites or any service, content, feature or product offered through the Sites, with or without notice; charge fees in connection with the use of the Sites; modify and/or waive any fees charged in connection with the Sites; and/or offer opportunities to some or all users of the Sites. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, or any service, content, feature or product offered through the Sites.

Site Contents

Unless otherwise noted, the Sites, and all features and materials on the Sites, including text, images, illustrations, designs, icons, photographs, video clips and other content, and the copyrights, trademarks, trade dress and/or other intellectual

property in such materials (collectively, the "Contents"), are owned, controlled or licensed by ASADORES EL BARRIL USA and other trademarks appearing on the Sites owned by third parties.

The Sites and the Contents are intended solely for personal, non-commercial use. You may download or copy the Contents and other downloadable materials displayed on the Sites for your personal use only. No right, title or interest in any downloaded Content is transferred to you as a result of any such downloading or copying. You may not reproduce (except as noted above), publish, transmit, distribute, display, modify, create derivative works from, sell or exploit in any way any of the Contents or the Sites.

Unless otherwise specified, the Sites and the Contents are intended to promote ASADORES EL BARRIL USA products and services available in the United States. The Sites are controlled and operated by ASADORES EL BARRIL USA from its offices in Weston, Florida.

The content on this site does not constitute medical advice. You should consult your doctor before beginning any exercise, training or athletic program. ASADORES EL BARRIL USA is not responsible for any medical or health problems that may result from your engaging in any activities described on this site or from any information you obtain from this site. If you ever feel discomfort or pain, you should not continue.

User Comments, Feedback, and Other Submissions

ASADORES EL BARRIL USA is pleased to hear from users and welcomes your comments regarding our products and services. ASADORES EL BARRIL USA longstanding company policy does not allow us to accept or to consider creative ideas, suggestions, proposals, plans, or other materials other than those we have specifically requested. We hope that you will understand that the intent of this policy is to avoid the possibility of future misunderstandings when projects developed by ASADORES EL BARRIL USA employees and agents might seem to be similar to creative works submitted by users. Accordingly, while we value your feedback, we must ask that you do not send creative ideas, suggestions, proposals, plans, or other materials for our business. If, at our request, you send certain specific submissions (for example, contest entries, customer reviews or photographs) or without a request from us you send creative ideas, suggestions, customer reviews, photographs, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that ASADORES EL BARRIL USA . may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any Comments that you forward to ASADORES EL BARRIL USA . ASADORES EL BARRIL USA is and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments. ASADORES EL BARRIL USA has the right but not the obligation to monitor and edit or remove any Comments.

You agree that your Comments will not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Sites. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead ASADORES EL BARRIL USA . or third parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. ASADORES EL BARRIL USA takes no responsibility and assumes no liability for any Comments posted by your or any third party.

Personal Information Submitted Through the Sites

Your submission of personal information through the Sites is governed by our privacy policy, which can be reached by clicking on the "Privacy Policy" link located in the footer section of the Sites (the "Privacy Policy"). This Agreement incorporates by reference the terms and conditions of the Privacy Policy.

Notice and Procedure for Making Claims of Copyright Infringement

ASADORES EL BARRIL USA respects the intellectual property of others. If you believe that your work has been copied in any way that constitutes copyright infringement, please provide ASADORES EL BARRIL USA Digital Millennium Copyright Act ("DMCA") designated agent the written information specified below:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description where the material that you claim is infringing is located on the site;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

ASADORES EL BARRIL USA Copyright Agent for notice of claims of copyright infringement on the ASADORES EL BARRIL USA . Sites can be reached as follows:

info@asadoreselbarril.com

Asadores el Barril USA LLC
1525 N Park Drive Suite 104
Weston, FL

+1(980)309-9700

Please note that this procedure is exclusively for notifying ASADORES EL BARRIL USA . and its subsidiaries that your copyrighted material has been infringed.

Product Information

The products are available exclusively online through the Sites. These products may have limited quantities and are subject to return or exchange only through the Sites according to the applicable return policy.

Pricing Policy

The strike through or listed price represents a price at which we previously offered the product, or a comparable product, online, recently or in a past season or year, or the value of a similar item in the market. It may not represent the price in effect in our online or elsewhere in the market on any particular day or in every location.

Errors, Inaccuracies, and Omissions

Occasionally there may be information on our Sites that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Sites is inaccurate at any time without prior notice (including after you have submitted your order).

Colors & Style

We have made every effort to display as accurately as possible the colors and styles of our products that appear at the Sites. We cannot guarantee that your computer monitor's display of any color or style will be accurate.

Links to Other Web Sites and Services

The Sites may contain links to other Web sites that are not under the control of ASADORES EL BARRIL USA . ASADORES EL BARRIL USA has no responsibility for the linked Web sites nor does linking constitute an endorsement of any linked Web site. If you use the links, you will leave the Sites and your activities may be governed by other terms and conditions and privacy practices. Links are provided solely for the convenience and information of the Sites' users.

Indemnification

You agree to defend, indemnify and hold ASADORES EL BARRIL USA . harmless from and against any and all claims, damages, costs and expenses, including

attorneys' fees, due to your use of the Sites and/or your breach of any representation, warranty, or other provision of the Agreement.

DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

Informal Dispute Resolution.

Mindful of the high cost of legal disputes, not only in dollars but also in time and energy, both you and ASADORES EL BARRIL USA . agree to the following dispute resolution procedure: In the event of any controversy, claim, action or dispute arising out of or related to any transaction conducted on the Sites, or the breach, enforcement, interpretation, or validity of this Agreement or any part of it ("Dispute"), the party asserting the Dispute shall first try in good faith to settle such Dispute by providing written notice to the other party (by first class or registered mail) describing the facts and circumstances (including any relevant documentation) of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute. Notice shall be sent

(1) to ASADORES EL BARRIL USA at:

info@asadoreselbarril.com

Asadores el Barril USA LLC
1525 N Park Drive Suite 104
Weston, FL
+1(980)309-9700

or

(2) to you at: your last-used billing address or the billing and/or shipping address in your online profile.

Both you and ASADORES EL BARRIL USA agree that this dispute resolution procedure is a condition precedent which must be satisfied prior to initiating any arbitration or filing any claim against the other party.

Arbitration Agreement.

To the extent you cannot resolve any Dispute through the informal dispute resolution procedure described above, a Dispute shall be resolved through binding individual arbitration. You agree to give up your right to go to court to assert or defend your rights under this Agreement and with respect to any Dispute. You and ASADORES EL BARRIL USA . expressly delegate to the arbitrator the authority to determine the arbitrability of any Dispute, including the scope, applicability, validity, and enforceability of this arbitration provision.

You may begin an arbitration proceeding by sending a letter requesting arbitration to:

info@asadoreselbarril.com

Asadores el Barril USA LLC
1525 N Park Drive Suite 104
Weston, FL
+1(980)309-9700

You agree that the arbitration shall be conducted by the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules (“AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available on the AAA’s website www.adr.org, or by calling the AAA at (800) 778-7879. In the event the AAA is unavailable or unwilling to hear the Dispute, the parties shall agree to another arbitration provider. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s applicable rules. ASADORES EL BARRIL USA will reimburse those fees for claims totaling less than \$1,000. ASADORES EL BARRIL USA waives its right to seek attorneys’ fees and costs in arbitration. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

In lieu of arbitration, either you or ASADORES EL BARRIL USA may bring any individual claim in small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is brought and maintained as an individual claim.

Waiver of Right to Bring Class Actions and Representative Claims. All arbitrations shall proceed on an individual basis. The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. **You and ASADORES EL BARRIL USA agree that each may bring claims against the other in arbitration only in your or their respective individual capacities and in so doing you and ASADORES EL BARRIL USA hereby waive the right to a trial by jury, to assert or participate in a class action lawsuit or class action arbitration (either as a named-plaintiff or class member), and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind.** If a court decides that applicable law precludes enforcement of any of this paragraph’s limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

Other Terms. This Arbitration Agreement shall be governed by, and interpreted, construed, and enforced in accordance with, the Federal Arbitration Act. The terms of the Arbitration Agreement provisions shall survive after this Agreement terminates or your use of the Sites ends. Except as set forth above, if any portion of this

Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

Termination

With the exception of the Arbitration Agreement, which shall survive the termination of these terms, these terms are effective unless and until terminated by either you or ASADORES EL BARRIL USA . You may terminate this Agreement at any time. ASADORES EL BARRIL USA also may terminate this Agreement at any time without notice, and accordingly may deny you access to the Sites, if in our sole judgment you fail to comply with any term or provision of the Agreement. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

General

This Agreement shall be governed by the laws of the State of Florida without regard to choice of law principles, except for the Arbitration Agreement above, which shall be governed by the Federal Arbitration Act. The waiver of any provision of the Agreement shall not be considered a waiver of any other provision or of ASADORES EL BARRIL USA .'s right to require strict observance of each of the terms herein. If any provision of the Agreement is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between us relating to your use of the Sites.