

CONDITIONS OF USE

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These Conditions of Use govern your use of all websites (collectively, "Sites") provided by Schletter NA Inc. ("Schletter" or "the Company" or "we"). By using this Site or any other Site provided by Schletter you agree to these Conditions of Use. When a Site is provided by Schletter, the Site will link to these Conditions of Use. Schletter reserves the right to make changes to these Conditions of Use at any time, and such changes will be effective immediately upon being posted on any of the Sites. Each time you use a Site, you should review the current Conditions of Use. You can determine when these Conditions of Use were last revised by referring to the "Last Updated" legend at the top of these Conditions of Use. If you do not agree with any of these Conditions of Use, do not use any of the Sites.

References in these Conditions of Use to Schletter's parent company refer to Schletter GmbH, a German company, and its subsidiaries and affiliates.

1. PRIVACY

1.1 *Privacy Policy.* Please review our Privacy Policy, which also governs your use of the Sites, to fully understand our practices.

2. TRANSACTIONS

2.1 *Terms and Conditions of Sale.* To make purchases or payments at a Site, you must accept Schletter's Terms and Conditions of Sale.

3. ELECTRONIC COMMUNICATIONS

3.1 *Legal Satisfaction.* When you visit any Site or send e-mail to us, you are communicating with us electronically.

3.2 *Consent.* By communicating with us electronically, you consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on the Sites. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

4. COPYRIGHT, TRADEMARKS AND PATENTS

4.1 *Copyright Protection.* Except as noted herein, the content of all Sites, including, but not limited to, text, graphics, logos, trademarks, trade dress, button icons, images, audio clips, digital downloads, data compilations, software, calculators, and CAD part and sample PDF project drawings, is the property of Schletter, Schletter's parent company, or Schletter's content suppliers, and protected by United States and international copyright laws. The foregoing does not limit any proprietary interest you may have in material you upload to a site, material you develop using services offered through a Site, or material you develop in cooperation with Schletter, although such material may be subject to nondisclosure agreements or other limitations on its dissemination to third parties.

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4.4 *General*. One or more patents apply to the Sites.

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5.5 *"Metatags"*. You may not use any metatags or any other "hidden text" utilizing Schletter's name or trademarks without the Company's express written consent. Any unauthorized use terminates all permissions and licenses theretofore granted by Schletter.

5.6 *Linking*. You are granted a limited, revocable, and nonexclusive right to create a hyper-link to the home-page of a Site as long as the link does not portray Schletter, Schletter's parent company, or the products and services of Schletter or its parent company, in a negative, false, misleading, derogatory, or otherwise offensive matter. You may not use any Schletter trademark, logo or other proprietary information as part of the link without Schletter's express written permission.

6. RESTRICTIONS ON USE

6.1 *General*. The Sites may be used only for lawful purposes. As a condition of your use of the Sites, you agree not to use any Site for any purpose that is unlawful or is prohibited by, or contrary to, these Conditions of Use. Schletter reserves the right to refuse service, terminate accounts, or cancel orders at any time and in its sole discretion. Your rights to use the Sites will automatically terminate without notice from us if you fail to comply with these Conditions of Use or any other policy governing the use of the Sites.

6.2 Account. As explained in more detail in the Schletter Privacy Policy, in order to access certain of the resources and services the Sites have to offer, you may be asked to provide certain contact information or other information. It is a condition of your use of the Sites that all the information you provide on any Site be correct, current, and complete. If Schletter believes any information you provide is not correct, current, or complete, Schletter has the right to refuse you access to some or all of the resources and services the Sites have to offer and to terminate or suspend your access to these resources and services at any time.

6.3 Protection of Your Account. As explained in more detail in the Schletter Privacy Policy, by using any Site, you agree that you are responsible for (i) maintaining the confidentiality of your account username and password and/or your customer account number, and (ii) restricting access to your computer. By using any Site, you accept responsibility for all activities that occur under your account username or password.

6.4 Use by Children. As explained in the Schletter Privacy Policy, Schletter sells products only for purchase by adults. If you are under the age of 18, you may not use any Site.

7. COPYRIGHT ISSUES

7.1 General. Schletter and its parent company respect the intellectual property of others. If you believe that infringement has occurred as to your copyrighted property or work, please provide Schletter with 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 you claim has been infringed
- A description of where the material you claim is infringing is located on each of the Sites
- 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-described information set forth in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

7.2 Notice of Copyright Infringement. Please note that the procedure outlined above is for utilization exclusively for notifying Schletter of a claim that your copyrighted material has been infringed. Schletter's designated agent for notice of claims of copyright infringement on its Sites can be reached as follows:

Schletter NA Inc.

Attn: Copyright Infringement
1001 Commerce Center Drive

Shelby, North Carolina 28150
phone: 704-595-4200
fax: 704-595-4210
e-mail: mail.us@schletter-group.com

8. RISK OF LOSS

8.1 *General.* All purchases from a Site are made pursuant to a shipment contract. This means that ownership and risk of loss for purchased items pass to you upon our delivery of the items to the carrier.

9. PRODUCT DESCRIPTIONS

9.1 *General.* Schletter exercises care to assure that product descriptions, information and other content on the Sites are accurate. However, Schletter makes no warranties that product descriptions, information and other content on any Site are accurate, complete, reliable, current, or error-free.

10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

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11. APPLICABLE LAW

11.1 *Governing Law.* By using any Site, you agree that the laws of the State of Arizona, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Schletter.

12. DISPUTES

12.1 *Venue.* You specifically consent to personal jurisdiction in Arizona in connection with any dispute between you and Schletter arising out of these Conditions of Use or pertaining to your use of any Site. By using a Site, you agree that any dispute arising

between or involving you and Schletter with respect to your use of any Site shall be resolved only by proceedings instituted and conducted in the Superior Court of the State of Arizona in Pima County, Arizona, in which the user of any Site will be deemed to have (i) waived the right to sue or be sued in any other court or jurisdiction and agreed to submit to the exclusive *in personem* and subject matter jurisdiction of such court, (ii) waived all claims or contentions that such court does not have personal jurisdiction over it or subject matter jurisdiction over the dispute or is an inconvenient forum for resolution of such dispute, and (iii) agreed that process may be served upon it in any such proceeding in accordance with Arizona law and the rules of such court. However, notwithstanding the foregoing, Schletter shall also be entitled to institute legal proceedings involving any Site user in any court located in such user's place of domicile or in any jurisdiction where such user maintains a place of business. If any part of any provision of these Conditions of Use is unlawful, void, or unenforceable under applicable law, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

13. SITE POLICIES AND MODIFICATION

13.1 *Other Policies.* Please review the other policies and terms posted on the Sites. These also govern your use of the Sites. We reserve the right to make changes to our Sites, policies, and these Conditions of Use at any time.

Schletter NA Inc.

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