

Terms of Use

This site ("Site") is produced and owned by PartsSource, Inc. (hereinafter referred to as "we" or "us" or "our") and your use of this Site constitutes your acceptance of these Terms of Use ("Terms"). If you do not agree to abide by all of the conditions and provisions contained in these Terms, you must not use or access the Site. We reserve the right to make changes to these Terms, which will be posted on the Site and become effective immediately upon posting. For this reason, we urge you to read these Terms each time you visit the Site.

Acceptance.

By accessing this Site, you agree to all the terms and conditions of these Terms. You acknowledge that you have read and understood these Terms and that these Terms have the same force and effect as a signed agreement. You further agree that the Terms shall be governed by and construed in accordance with the laws of the State of Ohio. Any dispute under or related to this Agreement shall be brought exclusively in the state or federal courts in Cuyahoga County, Ohio. These Terms of Use supplement the Terms and Conditions of Sales and Terms and Conditions of Purchases, but do not supersede those terms in the event of any conflict. You may terminate this legal agreement with PartsSource at any time by providing notice to us in accordance with the "Contacting PartsSource" section below and discontinuing any use of the Site. We may terminate this agreement with you at any time: (a) if you have breached or threatened to breach these Terms of Use; (b) if we are required to do so by law; or (c) we no longer make the Site available for any or no reason.

Privacy Policy.

You may be required to provide personally identifiable information to use and /or access certain portions of the Site. You agree that any information that you provide to us will be accurate and that you will make reasonable efforts to keep that information up to date. Please review our Web Privacy Policy, which you also agree to and accept by using this Site, and which is specifically incorporated into these Terms.

General Usage of the PartsSource Websites.

You agree that you will:

- only use the Site as permitted by these Terms of Use and as permitted by law;
- not access, or attempt to access, restricted or registration-required portions of the Site by any means other than the interface provided by us;
- not use the Site to threaten, harass, intimidate, stalk or otherwise abuse another user;
- not transmit, post, send, upload, distribute, submit or otherwise make available any materials or content that violate any law or that constitute false, harmful, threatening, abusive, tortious, defamatory, libelous, disparaging (including disparagement of us), vulgar, obscene, or pornographic material or material that promotes violence, racial hatred, terrorism or illegal acts, or is otherwise objectionable (as determined by us in its sole discretion);
- not transmit, post, send, upload, distribute, submit or otherwise make available any content that is unlawful or infringes, violates or misappropriates any patent, trademark, trade secret, publicity right, privacy right, copyright or any other intellectual property rights or any other rights of any third party;
- not interfere with or disrupt the use and enjoyment of the Site by us or any third party;
- not transmit, post, send, upload, distribute, submit or otherwise make available any viruses, Trojan horses or other harmful, disruptive or destructive files or material that interfere with our or any third party's use and enjoyment of the Site and any other software, hardware and data;
- not impersonate any person or entity, or otherwise disguise the origin of any content transmitted through the Site or to us, including, without limitation, forging any TCP/IP packet header or any part of the header information in any transmission to the Site for any reason;
- not resell, frame, duplicate, reproduce or otherwise commercially exploit the Site without our prior written agreement;
- not remove, obscure or alter any proprietary rights notices on the Site or any material obtained from or through the Site;
- not download, export or re-export any software from the Site: (i) into (or to a national or resident of) any countries that are subject to U.S. export restrictions in violation of U.S. export control laws; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or anyone on the U.S. Commerce Department's Table of Denial Orders; and

- not violate any applicable local, state, federal or international law, rule or regulation.

Certain features of the Site may be subject to a separate agreement with PartsSource. You agree that that your use of such features will be in accordance with such agreement to the extent it differs from these Terms of Use.

PartsSource will determine your compliance with these Terms of Use in its sole discretion and its decision shall be final and binding. Any violation of these Terms of Use may result in restrictions on your access to all or part of the PartsSource websites and may be referred to law enforcement authorities.

Links to Other Websites; Statement of Non-affiliation and Non-endorsement.

The Site may provide links to websites operated by third parties. Please refer to the separate terms of use, privacy policies, and other rules posted on these linked sites before you use them. Third party links are provided merely as a convenience to you, and the inclusion of any link does not imply affiliation or endorsement by us. We do not review, monitor or check the accuracy of content published on third party sites, and are not responsible for the availability of, or the content provided on, third party sites. If you choose to purchase any products or services from a third party, your relationship is directly with the third party and we are not responsible for any loss or damage of any sort you may incur from dealing with any third party. Third party websites may contain information about uses of products that have not been approved or cleared by the U.S. Food and Drug Administration. We do not endorse the off-label use of any of our products.

No Professional Advice.

The information on this Site, including but not limited to our TechBench newsletter, articles, blog and the like, is provided for informational purposes only and is not intended or recommended as a substitute for professional advice.

Responsibility for Content You Provide.

The Site may include features that will allow you to post content and materials for display. By accessing and using any such features, you represent and agree: (i) that you are the owner of any material you post or submit, or are making your posting or submission with the express consent of the owner of the material; (ii) that you are making your posting or submission with the express consent of anyone pictured in any material you post or submit, (iii) that you are 13 years of age or older; (iv) that the materials will not violate the rights of, or cause injury to, any person or entity; and (v) that you will indemnify and hold harmless PartsSource, Inc., our parents, subsidiaries, affiliates, employees, officers, directors, and agents (collectively the "PartsSource Indemnitees"), from and against any liability of any nature arising out of related to any content or materials displayed on or submitted via the Site by you. You also grant us a license to use the materials you post or submit via such features.

You alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may transmit, post or otherwise provide on or through the Site. You understand that we have no obligation to monitor any content posted by you. However, we reserve the right at all times, in our sole discretion, to screen content submitted by users and to edit, move, delete, and/or refuse to accept any content that in our judgment violates these Terms or is otherwise unacceptable or inappropriate, whether for legal or other reasons.

You acknowledge and agree that we may preserve content and materials submitted by you, and may also disclose such content and materials if required to do so by law or if, in our business judgment, such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any content or materials submitted by you violate the rights of third parties; or (d) protect the rights, property, or personal safety of our Site, us, our affiliates, our officers, directors, employees, representatives, our licensors, other users, and/or the public.

Warranty Disclaimer and Limitation of Liability.

EXCEPT AS OTHERWISE PROVIDED, THE SITE AND ALL CONTENT, MATERIALS, INFORMATION, PRODUCTS, AND SERVICES PROVIDED ON THE SITE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE PROVIDED, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND SECURITY AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. WE MAKE NO WARRANTY THAT: (I) THE SITE WILL MEET YOUR REQUIREMENTS; (II) THE SITE WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (III) THE RESULTS THAT MAY BE OBTAINED

FROM THE USE OF THE SITE OR ANY SERVICES OFFERED THROUGH THE SITE WILL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; AND (V) THE PRODUCTS DO NOT AND WILL NOT INFRINGE UPON OTHER'S INTELLECTUAL PROPERTY RIGHTS. WE DISCLAIM ANY AND ALL LIABILITY FOR CLAIMS ARISING OUT OF PRODUCT MISUSE, IMPROPER SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION.

ANY CONTENT, MATERIALS OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO, OUR TECHBENCH NEWSLETTER, ARTICLES, AND BLOG, IS USED AT YOUR OWN DISCRETION AND RISK. WE SHALL HAVE NO RESPONSIBILITY FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA THAT RESULTS FROM USE OF THE SITE AND THE DOWNLOAD OF ANY CONTENT, MATERIALS OR INFORMATION FROM THE SITE. NO ADVICE OR INFORMATION, INCLUDING BUT NOT LIMITED TO OUR TECH BENCH NEWSLETTER, ARTICLES, BLOG AND THE LIKE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

WE EXPRESSLY DISCLAIM, AND YOU AGREE THAT WE WILL NOT HAVE ANY LIABILITY FOR, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, THE SITE OR ANY PRODUCTS OR SERVICES PROVIDED THROUGH THE SITE, EVEN IF WE WERE ADVISED THAT SUCH DAMAGES WERE LIKELY OR POSSIBLE. THIS LIMITATION ON LIABILITY APPLIES TO, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY DISABLING DEVICE OR VIRUSES WHICH MAY INFECT YOUR EQUIPMENT, FAILURE OR MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE, UNAUTHORIZED ACCESS, THEFT, BODILY INJURY, PROPERTY DAMAGE, OR OPERATOR ERRORS. YOU AGREE THAT OUR LIABILITY IN ALL CIRCUMSTANCES IS LIMITED TO, AND SHALL NOT EXCEED, THE PURCHASE PRICE PAID FOR THE PRODUCT THAT GIVES RISE TO ANY LIABILITY.

The Internet is inherently insecure. We expressly disclaim any and all liability, and you agree that we will not be liable to you in any way arising from or related to any damage resulting to any computer or data from any security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, telecommunications failure or any other technical malfunction. You should also be aware that email submissions over the Internet may not be secure, and you should consider this before e-mailing us any information. We make no representation or warranty whatsoever regarding the suitability, functionality, availability or operation of the Site. The Site may be unavailable at any time due to maintenance, malfunction of computer equipment or any other reason.

Intellectual Property.

Unless otherwise indicated, all of the trademarks, service marks, and logos displayed on this Site are registered and unregistered trademarks of ours, our affiliates or subsidiaries, third parties whose products we sell, or third parties who have licensed their trademarks to us or one of its affiliates or subsidiaries. In addition, all content, including but not limited to text, software, music sound, photographs, video, graphics or other material contained on this Site or in commercially produced information presented to you through the Site by us, our affiliates or our third party licensors (collectively, "IP Content") is protected by copyright, patents or other proprietary agreements and laws and you are only permitted to use IP Content as expressly authorized by the applicable third-party owner, us, our affiliates or the applicable licensor(s). Nothing contained herein transfers any right, title, or interest in the Site or the IP Content to you.

You may download, view, copy and print IP Content, subject to the following: (i) the IP Content may be used solely for personal, informational, or internal business purposes; (ii) any and all copyright, trademark and other proprietary rights notices must appear on all copies, including the copyright notice at the bottom of the page; and (iii) the IP Content may not be modified or altered in any way.

Except as provided above, you may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit, frame, mirror on another website, use any meta tags, inline any graphics or distribute any IP Content or information from the Site in whole or in part without our express, written permission. Any rights not expressly granted herein are reserved.

If you post or submit any materials to the Site (e.g., blog comment posts, testimonials, etc...) or submit any materials to us, you hereby irrevocably grant us and all users of our Site a perpetual, worldwide, royalty-free right and license to make,

use, reuse, modify, display, archive, publish, license, perform, reproduce, disclose, transmit, stream, broadcast, post, sell, offer for sale, license and sub-license through multiple layers (including, without limitation, through any proprietary or open-source license), translate, create derivative works of, and / or distribute all such materials and portions of any materials that you submit to us or post to the Site (including, without limitation, any ideas and concepts embodied therein) in any form, media, software or technology of any kind, whether now known or developed in the future, and for any purposes whatsoever including, without limitation, developing, manufacturing and marketing commercial products using and incorporating such information.

Indemnification.

You agree to and will defend, indemnify and hold harmless the PartsSource Indemnitees from and against all loss, demands, claims, fines, penalties, expenses, petitions, costs and damages sustained by PartsSource or any of the PartsSource Indemnitees relating to or arising out of your use of the Site and your sale, transport, possession, installation, repair, use or misuse of products purchased through the Site, including, without limitation, compliance with any law, code, regulation or other restriction or limitation on the use or possession of the products. The obligations, indemnities and covenants contained in this paragraph shall survive the consummation or termination of each transaction.

Contacting PartsSource.

Any questions or concerns regarding these Terms of Use should be directed to: CustRelations@partssource.com, or via mail to PartsSource, Inc., attn: Website Terms of Use, 777 Lena Drive, Aurora, OH 44202, U.S.A.

Miscellaneous.

- a. We shall not be liable for any delay of product delivery resulting in whole or in part from any force majeure event, including but not limited to acts of God, labor disruptions, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, inability to procure supplies or raw materials, severe weather conditions, catastrophic events, or any other circumstance or cause beyond our reasonable control in the conduct of our business.
- b. You shall not assign any purchase order through this Site, or any interest therein, without our prior written consent. Any actual or attempted assignment without our prior written consent shall entitle us to cancel such order upon notice to you.
- c. The provisions stated herein are for the sole benefit of the parties hereto, and confer no rights, benefits or claims upon any person or entity not a party hereto.
- d. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition will not constitute a waiver of that right or excuse any subsequent non-performance of any such term or condition by the other party.
- e. For users residing in Quebec, France and other francophone jurisdictions: you and we have expressly requested that the Terms of Use and all documents and notices be drafted in the English language. Toi et PartsSource, Inc. ont demandé expressément que la présente entente et tous les documents et avis connexes soient rédigés en anglais.
- f. If any portion of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable term shall be severed from these Terms, and the remaining provisions shall be valid and fully enforceable as written.