# TERMS OF USE



Please read carefully the following terms and conditions. "We," "us," and "our" refers to Anchor-Harvey Components, LLC ("Anchor-Harvey") including, but not limited to, its officers, boards, employees, members, and subcontractors and to past, present, and future iterations of the organization. "You" and "your" refers to each visitor to this Website (including mobile Websites), applications, or other services on which these terms appear (collectively, the "Anchor-Harvey Property").

This is a legal agreement between you and Anchor-Harvey (the "Agreement"). By using the Anchor-Harvey Property, you are agreeing to be bound and abide by the terms of this Agreement. If you do not agree to the terms of this Agreement, do not use the Anchor-Harvey Property.

## **CHANGES TO THIS AGREEMENT**

We may change the terms and conditions of this Agreement at any time, without prior notice. Your use of the Anchor-Harvey Property following any such changes constitutes your agreement to follow and be bound by the terms and conditions as changed. You are responsible for periodically reviewing this Agreement for applicable changes. Anchor-Harvey may, in its sole discretion, and at any time, discontinue this Anchor-Harvey Property or any part thereof, with or without notice, or may prevent your use of this Anchor-Harvey Property with or without notice to you. You agree that you do not have any rights in this Anchor-Harvey Property and that Anchor-Harvey will have no liability to you if this Anchor-Harvey Property is discontinued or your ability to access the Anchor-Harvey Property or any content you may have posted on the Anchor-Harvey Property is terminated.

We have developed this Anchor-Harvey Property to provide sales and distribution information on Anchor-Harvey products and services to our customers.

## SITE CONTENTS

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From time to time on certain areas of the Anchor-Harvey Property you may be able to submit reviews and certain other materials ("User Content"). By using these features, you agree that you will not post any content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by Anchor-Harvey; that you will not post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; that you will not impersonate any person or organization, including without limitation, the personnel of Anchor-Harvey, or misrepresent an affiliation with another person or organization; you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Anchor-Harvey Property, or feature of the Anchor-Harvey Property. You further understand and agree that you have no ownership rights in any account you may have with us, or other access to the Anchor-Harvey Property or features therein. Anchor-Harvey may cancel your account and delete all User Content associated with your account at any time, and without notice, if Anchor-Harvey deems that you have violated these terms, the law, or for any other reason. Hendrickson assumes no liability for any information removed from our Anchor-Harvey Property, and reserves the right to permanently restrict access to the Anchor-Harvey Property or a user account.

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SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS PROVISION MAY NOT APPLY TO YOU.

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PROPERTY; (B) ANY OTHER MATTER RELATING TO THE ANCHOR-HARVEY PROPERTY; (C) YOUR DOWNLOADING ANY INFORMATION, SOFTWARE, OR OTHER MATERIALS THROUGH THE ANCHOR-HARVEY PROPERTY; OR (D) ANY CLAIM OR CAUSE OF ACTION BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY.

SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless from and against any and all claims, demands, losses, and expenses, including penalties, interest, and attorneys' fees incurred by us in connection with your breach of this Agreement or use of the Anchor-Harvey Property, including, but not limited to, your violation or infringement of copyrights, trademarks, or any other proprietary rights.

#### **TERM**

The term of this Agreement shall commence upon your acceptance of the terms and conditions of this Agreement and shall remain effective until terminated by you or Anchor-Harvey. You may terminate this Agreement at any time, provided that you discontinue any further use of the Anchor-Harvey Property. We may also terminate this Agreement at any time and may do so immediately without notice, and accordingly deny you access to the Anchor-Harvey Property, if in our sole discretion we determine that you have failed to comply with any term or provision of this Agreement. Upon termination of this Agreement by you or Anchor-Harvey, you must promptly destroy all materials downloaded or otherwise obtained from the Anchor-Harvey Property, as well as all copies of such materials, whether made under the terms and conditions or otherwise.

In the event we believe that you have failed to comply with all terms and conditions applicable to your use of our Anchor-Harvey Property, you agree that we have the right, in our sole discretion and without notice, to terminate your ability to conduct any or all transactions at any time without notice and without liability. You agree that you do not have any rights in our Anchor-Harvey Property and that we will have no liability to you if our Anchor-Harvey Property is discontinued or your ability to access our Anchor-Harvey Property is terminated.

# **MISCELLANEOUS**

You agree that this Agreement is the complete and exclusive statement of the mutual understanding between the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. If any provisions of this Agreement are found void, invalid, or unenforceable, the remaining provisions will remain valid and enforceable. If Anchor-Harvey fails to act with respect to your breach or anyone else's breach on any occasion, Anchor-Harvey is not waiving its right to act with respect to future or similar breaches. This Agreement is governed by and construed under the laws of the State of Illinois. You and Anchor-Harvey agree to submit to the exclusive jurisdiction of, and venue in, the court of Illinois in any dispute relating to this Agreement.

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