

# Terms of Use

## Terms and Conditions of Use

As your partners in all things hardwarian, we like to keep our tools sharp and our workplace neat and tidy. So does our handy team of attorneys. Please take a few minutes to review these Terms and Conditions. They worked really hard to be brief and informative.

Your use of this website constitutes your agreement to follow these Terms and Conditions and our Privacy and Security Policies without modification and to be bound by them. If you do not agree with any of these Terms and Conditions, do not use the Quality Industrial Products website.

This website is operated by Quality Industrial Products. All inquiries may be directed to:

Quality Industrial Products

276 Boston Turnpike

Shrewsbury, MA 01545

## Copyrights

This Site and the materials within it are © Quality Industrial Products. Viewing this site creates a copy of Quality Industrial Products materials in your computer's random access memory and/or in your hard drive and/or in your proxy server.

All of the incredibly helpful and fascinating content you see and hear on the Quality Industrial Products website, including, for example, all of the page headers, images, illustrations, graphics, audio clips, video clips, text, logos, button icons and software are subject to trademark, service mark, trade dress, copyright and/or other intellectual property rights or licenses held by Quality Industrial Products or by third parties who have licensed their materials to Quality Industrial Products. The Quality Industrial Products logo is a registered trademark of Quality Industrial Products. All of the content of this website is copyrighted, as a collective work under U.S. and other applicable or international copyright laws, and Quality Industrial Products owns a copyright in the selection, coordination, arrangement and enhancement of the content. Quality Industrial Products grants you permission to view and use content and software made available to you on the site in connection with your use of the site. You may not copy, download, reproduce, modify, publish, distribute, transmit, transfer or create derivative works from the content without first obtaining written permission from Quality Industrial Products.

But wait, that's not all...

## Use License/Use of the Site

The Quality Industrial Products website is for the sole use of individuals and entities wishing to review, consider, purchase or otherwise engage in retail transactions involving Quality Industrial Products goods and services and/or to otherwise transact business with or contact Quality Industrial Products, on their own behalf (or, in the case of a gift or a corporate transaction, on behalf of their intended recipients). Quality Industrial Products grants you permission to view this site and to print individual pages from this site for your own personal, noncommercial use, provided that you agree to and accept without modification the notices, terms and conditions set forth in this agreement. You may not modify, copy (except as set forth in the preceding sentence), distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, material, software, products or services from this site. In addition, as a condition of your use of this site, you represent and warrant to Quality Industrial Products that you will not use this site for any purpose that is unlawful, immoral or prohibited by these terms, conditions and notices. If you do not agree to accept without modification the notices, terms and conditions set forth herein, do not use this site. Other than this agreement and agreements between you and Quality Industrial Products relating to the sale of products or services to you through this site, Quality Industrial Products will not enter into any agreement with you or obligation to you through this site and no attempt to create such an agreement or obligation will be effective.

No information concerning the transactional preferences of an individual customer (whether such customer is a person or an entity) can be entered, altered, modified or otherwise affected, by any third party on behalf of such individual customer. In particular, Quality Industrial Product expressly prohibits third parties from opting out of Quality Industrial Products services and/or contacts on behalf of a Quality Industrial Products customer or other person or entity, without both (a) Quality Industrial Products full knowledge as to the surrogate action being taken and (b) Quality Industrial Products express permission. This prohibition is intended to protect the privacy and freedom of Quality Industrial Products customers and the personal relationship Quality Industrial Products works to develop with its customers and others authorized to use its site.

Quality Industrial Products may contain other proprietary notices and copyright information, the terms of which must be observed and followed. Information on this site may contain technical inaccuracies or typographical errors. Information, including product pricing and availability, may be changed or updated without notice. Quality Industrial Products and its subsidiaries reserve the right to refuse service, terminate accounts, and/or cancel orders in its discretion, including, without limitation, if Quality Industrial Products believes that customer conduct violates applicable law or is harmful to the interests of Quality Industrial Products and its subsidiaries.

Hang in there. You're half way there...

The website design and all text, graphics, information, content, and other material displayed on or that can be downloaded from this website are either the property of, or used with permission by, Quality Industrial Products and are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms and Conditions or with the prior written permission of the owner of such material. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations. You are responsible for maintaining the confidentiality of Your Account information and password and for restricting access to such information and to your computer. You agree to accept responsibility for all activities that occur under Your Account or password.

## **Submissions**

We welcome your comments regarding the Quality Industrial Products website. Honest. However, any material, feedback, information, suggestions, ideas, concepts, messages, notes, know-how, techniques, questions, comments or other communication you transmit or post to this website in any manner (collectively, "Comments") sent to Quality Industrial Products shall be considered non-confidential and non-proprietary and remain the exclusive property of Quality Industrial Products. Your submission of any such Comments shall constitute an assignment to Quality Industrial Products of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments. Quality Industrial Products will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Comments that you do not wish to assign to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork. We will not, however, release your name or otherwise publicize the fact that you submitted materials or other information to us unless we obtain your permission to use your name or we are required to do so by law. Please review our Privacy and Security Information for a complete description of how we handle personal information submitted in the process of ordering products or registering on our site.

Quality Industrial Products may, but is not obligated to, monitor or review any Comments. Quality Industrial Products shall have no obligations to use, return, review, or respond to any Comments. Quality Industrial Products will have no liability related to the content of any such Comments whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. Quality Industrial Products

retains the right to remove any or all Comments that include any material Quality Industrial Products deems inappropriate or unacceptable.

Here comes the strong language...

### **Inappropriate Material**

You are prohibited from posting or transmitting any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. In addition to any remedies that Quality Industrial Products may have at law or in equity, if Quality Industrial Products reasonably determines that you have violated or are likely to violate the foregoing prohibitions, Quality Industrial Products may take any action they reasonably deem necessary to cure or prevent the violation, including without limitation, the immediate removal from this website of the related materials. Quality Industrial Products will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

### **Termination**

You or we may suspend or terminate Your Account or your use of this website at any time, for any reason or for no reason. You are personally liable for any orders that you place or charges that you incur prior to termination. We reserve the right to change, suspend, or discontinue all or any aspect of this website at any time without notice.

### **Indemnification**

You agree to defend, indemnify and hold Quality Industrial Products harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the site, including, without limitation, your use of this Quality Industrial Products website in violation of these Terms of Use.

### **Links to Other Websites**

The Quality Industrial Products site may contain links to other websites so that you may learn more about the products available at Quality Industrial Products and other matters that Quality Industrial Products feels may be of interest to you. Such links are provided for your reference only. While Quality Industrial Products will make commercially reasonable efforts to ensure that these websites will meet your approval, Quality Industrial Products does not have control over, and is in no manner responsible or liable for, the availability and content of the websites to which the Quality Industrial Products website is linked. Quality Industrial Products inclusion of links to an outside site does not imply any endorsement of the material on the site or, unless expressly disclosed otherwise, any sponsorship, affiliation or association with its owner, operator or sponsor, nor does Quality Industrial Products inclusion of the links imply that Quality Industrial Products is authorized to use any trade name, trademark, logo, legal or official seal or copyrighted symbol that may be reflected in the linked site. Quality Industrial Products makes no representations whatsoever about any other site you may access through Quality Industrial Products. Any concerns regarding any product or service offered by a website to which the Quality Industrial Products site is linked or the link itself should be directed to the operator of that specific website and not to Quality Industrial Products.

### **Trademarks**

The trademarks, service marks and logos (the "Trademarks") used and displayed on this site are registered and unregistered Trademarks of Quality Industrial Products and others. Nothing on this site should be construed as granting, by implication, estoppels or otherwise, any license or right to use any Trademark displayed on the site, without the prior written permission of the Trademark owner. Quality Industrial Products aggressively enforces its intellectual property rights to the fullest extent of the law. The name of Quality Industrial Products, the Quality Industrial Products logo or the other Quality Industrial Products formatives may not be used in any way, including in advertising or publicity pertaining to distribution of materials on this site, without prior, written permission from Quality Industrial Products.

Quality Industrial Products prohibits use of the Quality Industrial Products logo as part of a link to or from any site unless establishment of such a link is approved in advance by Quality Industrial Products in writing. Fair use of Quality Industrial Products Trademarks requires proper acknowledgment. Other product and company names mentioned in this site may be the Trademarks of their respective owners. Linking to this website, creating or maintaining any link from another website to any page on this website without Quality Industrial Products prior written permission is prohibited. Running or displaying this website or any material displayed on this website in frames or through similar means on another website without Quality Industrial Products prior written permission is prohibited. Any permitted links to this website must comply will all applicable laws, rule and regulations.

Trademarks: Quality Industrial Products® is a registered trademark of Quality Industrial Products, in the United States and other countries and may not be used in connection with any product or service that is not Quality Industrial Products in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Quality Industrial Products. Quality Industrial Products retailers must be in compliance with Quality Industrial Products Internet & Digital Trademark Use Policy.

### **No Warranties, Exclusion of Liability/Product Information and Warranties**

Quality Industrial Products makes no representation about the suitability of the materials on this site for any purpose. All such materials are provided "as is" without warranty of any kind, express or implied. Quality Industrial Products specifically disclaims all warranties and conditions of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and -non-infringement.

Quality Industrial Products assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing this website or your downloading of any materials, from this website. In no event will Quality Industrial Products, their respective officers, directors, employees, shareholders, affiliates, agents, successors, assigns, retail partners nor any party involved in the creation, production or transmission of this website be liable to any party for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this website, any websites linked to this website, or the materials, information or services contained at any or all such sites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. The foregoing limitations of liability do not apply to the extent prohibited by law. Please refer to your local laws for any such prohibitions.

In the event of any problem with this website or any content, you agree that your sole remedy is to cease using this website. In the event of any problem with the products or services that you have purchased on or through this website, you agree that your sole remedy, if any, is from the manufacturer of such products or supplier of such services, in accordance with such manufacturer's or supplier's warranty, or to seek a return and refund for such product or services in accordance with the returns and refunds policies posted on this website.

### **Risk of Loss**

All items purchased from Quality Industrial Products are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Here's some important stuff you should agree to...

### **General Disclaimer**

This Site resides on a server in Chicago, Illinois USA. You agree that this agreement and your use of this site are governed by the laws of the State of Illinois, USA. You hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in

Illinois, USA in all disputes (a) arising out of, relating to, or concerning this site and/or this agreement, (b) in which this site and/or this agreement is an issue or a material fact, or (c) in which this site and/or this agreement is referenced in a paper filed in a court, tribunal, agency or other dispute resolution organization. Use of this site is unauthorized in any jurisdiction that does not give full effect to all provisions of this agreement, including without limitation this paragraph and the warranty disclaimers and liability exclusions above. Quality Industrial Products has endeavored to comply with all legal requirements known to it in creating and maintaining this site, but makes no representation that materials on this site are appropriate or available for use in any particular jurisdiction. Use of this site is unauthorized in any jurisdiction where all or any portion of this site may violate any legal requirements and you agree not to access this site in any such jurisdiction. You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of this agreement is at your own risk and, if any part of this agreement is invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall govern such use. You agree that Quality Industrial Products may at any time and without notice change the terms, conditions and notices under which this site is offered. You agree that no joint venture, partnership, employment or agency relationship exists between you and Quality Industrial Products as a result of this agreement or your use of this site.

Quality Industrial Products performance of this agreement is subject to existing laws and legal process and nothing contained in this agreement is in derogation of Quality Industrial Products right to comply with law enforcement requests or requirements relating to your use of this site or information provided to or gathered by Quality Industrial Products with respect to such use.

This agreement, the privacy and security statement, and terms of sale constitute the entire agreement between you and Quality Industrial Products with respect to this site. This agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Quality Industrial Products with respect to this site. No modification of this agreement shall be effective unless it is authored by Quality Industrial Products or its affiliates. Any alleged waiver of any breach of this agreement shall not be deemed to be a waiver of any future breach. A printed version of this agreement and/or of any notice given by Quality Industrial Products in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement or your use of this site to the same extent and subject to the same conditions as other business documents and records originally generated and maintained by Quality Industrial Products in printed form.

All other trademarks not owned by Quality Industrial Products or its subsidiaries that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Quality Industrial Products or its subsidiaries or affiliates.

Copyright © 2015 Quality Industrial Products

All Rights Reserved.

## **Revisions to Terms and Conditions**

Quality Industrial Products reserves the right to update or modify these terms and conditions at any time without prior notice. Your use of the TrueValue.com website following any such change constitutes your agreement to follow and be bound by the terms and conditions as changed. For this reason, we encourage you to review these terms and conditions each time you use this website. Certain provisions of these Terms and Conditions may be superseded by expressly designated legal notices or terms located on particular pages at this website.

## **Product and Pricing Information**

While we will use our best efforts to fulfill all orders, Quality Industrial Products cannot guarantee the availability of any particular product displayed on this Site. Quality Industrial Products reserves the right to

discontinue the sale of any product listed on this Site at any time without notice. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased from this website. By placing an order, you represent that the products ordered will be used only in a lawful manner.

Most products displayed on this site are available in select Quality Industrial Products stores. In some cases, merchandise displayed for sale on this site may not be available at Quality Industrial Products stores.

All features, content, specifications, products and prices of products and services described or depicted on this website are subject to change at any time without notice. Certain weights, measures and similar descriptions are approximate and are provided for convenience purposes only. Quality Industrial Products has made a conscientious effort to display and describe its products and services on the site accurately so that you can get a good idea of their design and use, and of the services offered. We have done our best to accurately display the attributes of our products, including the colors of the products shown on this website. However, because the colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

The exciting conclusion...

Furthermore, Quality Industrial Products is constantly improving its information, products and services. While our goal is a 100% error-free site, Quality Industrial Products cannot and does not guarantee the accuracy or completeness of the information, including prices, product images, specifications, availability and services. Products and services are the responsibility of the manufacturer or provider of those services and are covered by the warranties offered by such manufacturers or providers.

Product prices offered on this site may vary from other advertised prices due to varying conditions in different geographic markets. The prices displayed on this site are quoted in U.S. dollars and are valid and effective only within the United States, and such prices do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your order.

While we do our best to assure that the taxes quoted for a particular order are accurate for the applicable location to which the order is being shipped, should an erroneous quote be provided, we will notify you of such error before finalizing and shipping your order. You will be responsible for all applicable taxes, regardless of the amount quoted on this website at the time of your order.

If we discover price errors, they will be corrected on our systems. If an item's correct price is higher than our stated price, Quality Industrial Products will contact you about the price change and you will have the option to proceed with the order or cancel it. Quality Industrial Products reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions (including after an order has been submitted and accepted).

## **Contacting Us**

If you have any questions about this agreement, please Contact Us. We'd be happy to hammer out the details together with you.

Quality Industrial Products

276 Boston Turnpike

Shrewsbury, MA 01545

Although Quality Industrial Products will in most circumstances be able to receive your email or other information provided through this site (including, without limitation, service requests and other submissions), Quality Industrial Products does not guarantee that it will receive all such email or other information timely and accurately and shall not be legally obligated to read, act on or respond to any such Email or other information. Be aware that Internet Email typically is not secure.

## **Additional Assistance**

If you do not understand any of the foregoing Terms and Conditions or if you have any questions or comments, we invite you to Contact Us. Whew. You made it! Not half as bad as watching paint dry, right? Well our legal department thanks you for your interest in their handiwork.