

Builders Hardware and Specialty Company

Web Site Terms and Conditions (<http://www.builders-hardware.net/legal/wstc.pdf>)

- 1. ACCEPTANCE.** Each purchase order constitutes an offer on the part of Purchaser upon the terms and conditions stated herein and on the face of the purchase order, and these terms and conditions constitute an integral part of the purchase order. This order will be accepted and will constitute a binding contract upon Purchaser upon (i) Seller's written acknowledgment of the purchase order, or (ii) commencement of the performance described in this purchase order by Seller, or (iii) delivery of any part of the goods or services described on the face hereof to Purchaser or Purchaser's designated shipper. This order is expressly made conditioned on assent to the terms hereof as the exclusive terms of agreement between the parties, and Seller shall be deemed to so assent by any of the actions described in the preceding sentence. The terms and conditions contained in this purchase order shall not be changed, added to or otherwise altered, whether by Seller's form of acknowledgment or otherwise, and each shipment of goods or performance of services by the Seller shall be deemed to be furnished upon these terms and conditions, unless any such change, addition or alteration is set forth in a written instrument signed by an authorized representative of the Purchaser. Each shipment received by Purchaser from Seller shall be deemed to be only upon the terms and conditions contained in this purchase order including these terms and conditions except as they may be so added to, modified, superseded or otherwise altered, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form of Seller and notwithstanding Purchaser's act of accepting or paying for any shipment or similar act of Purchaser. All specifications, drawings and other data, if any, submitted to the Seller in connection with this order are incorporated herein and form a part of this purchase order. In case of any discrepancies or questions, Seller shall refer to Purchaser for decision, instructions or interpretation.
- 2. USAGE RESTRICTIONS.** The entire contents of this site are copyrighted under United States law and protected by worldwide copyright laws and treaty provisions. Materials from the Builders' Hardware and Specialty Company World Wide Web site may not be copied, distributed or transmitted in any way without prior written consent of Builders' Hardware & Specialty Company Users of the site MAY download one copy of any and all materials on the site for personal, non-commercial use provided that they do not modify or alter the materials in any way, nor delete or change any copyright or trademark notice. All material on this site is provided for lawful purposes only. Builders' Hardware & Specialty Company reserves complete title and full intellectual property rights for materials downloaded from the site.
- 3. SUBMISSIONS TO BUILDER'S HARDWARE & SPECIALTY COMPANY AND AFFILIATED SERVERS.** Any information, including but not limited to remarks, suggestions, ideas, graphics or other submissions, communicated to Builders' Hardware & Specialty Company through this site is the exclusive property of Builders' Hardware & Specialty Company Builders' Hardware & Specialty Company, is entitled to use any information submitted for any purpose without restriction or compensation to the person sending the submission.

The user acknowledges the originality of any submission communicated to Builders' Hardware & Specialty Company and accepts responsibility for its accuracy, appropriateness and legality.

- 4. LIABILITY RESTRICTIONS.** Builders' Hardware & Specialty Company is not responsible for technical, hardware or software failures of any kind; lost or unavailable network connections; incomplete, garbled or delayed computer transmissions. Under no circumstances will Builders' Hardware & Specialty Company or its suppliers be liable for any damages or injury that result from the use of the materials on this site. Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages, in which case the above limitation may not apply to you.

The materials on this site are provided "as is" and without warranties of any kind to the fullest extent permissible pursuant to applicable laws.

Builders' Hardware & Specialty Company provides links to other sites that are not maintained by Builders' Hardware & Specialty Company Builders' Hardware & Specialty Company does not endorse those sites and is not responsible for the content of such other sites.

- 5. APPLICABILITY OF CONTENT.** Information on this site includes descriptions of products and services available in the United States of America only. This site is operated in the State of Pennsylvania, United States of America, and Builders' Hardware & Specialty Company makes no representation that content provided is applicable or appropriate for use in other locations.
- 6. PROTECTION OF INFORMATION.** Builders' Hardware & Specialty Company commitment to protecting personal customer information. Builders' Hardware & Specialty Company values the trust its customers place in the company. Accordingly, Builders' Hardware & Specialty Company, adheres to the highest ethical standards in gathering, using and safeguarding customer information that is entrusted to the company.
- 7. USE AND COLLECTION OF CUSTOMER INFORMATION.** Builders' Hardware & Specialty Company does not rent, sell or exchange information about its customers. Access to information about Builders' Hardware & Specialty Company customers is restricted to the Builders' Hardware & Specialty Company Third parties that need access to Builders' Hardware & Specialty Company customer information in order to provide operational or other support services to Builders' Hardware & Specialty Company must agree to safeguard customer information in strict compliance with Builders' Hardware & Specialty Company policy.

Builders' Hardware & Specialty Company gathers only the customer information that is needed to administer its business, provide superior service and communicate offers on merchandise and services that Builders' Hardware & Specialty Company believes will be of interest to its customers.

Builders' Hardware & Specialty Company limits access to customer information to those employees who need it to carry out their business functions. Builders' Hardware & Specialty Company educates its employees about Builders' Hardware & Specialty Company policies and practices in regard to safeguarding customer information; preventing its unauthorized access, use or disclosure; and, ensuring its proper handling.

- 8. ACCURACY AND SECURITY OF CUSTOMER INFORMATION.** Builders' Hardware & Specialty Company makes all reasonable efforts to ensure that the customer information it maintains is accurate, timely and secure.

Builders' Hardware & Specialty Company will monitor and adopt, as appropriate, new technological developments that are designed to aid in ensuring the accuracy and security of customer information.

Builders' Hardware & Specialty Company enforces its policies in regard to gathering, access and use of personal customer information by its employees and authorized third parties.

- 9. ENFORCEMENT OF TERMS AND CONDITIONS.** These terms and conditions are governed and interpreted pursuant to the laws of the State of Pennsylvania, United States of America, notwithstanding any principles of conflicts of law. If any part of these terms and conditions is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of remaining provisions. Builders' Hardware & Specialty Company, can revise these terms and conditions at any time by updating this posting.

Builders' Hardware & Specialty Company may terminate this agreement at any time without notice for any reason. Users may terminate this agreement by destroying all materials obtained from the Builders' Hardware & Specialty Company site.