

**Grosel Industrial Sales, Inc.**

**Website Terms of Use**

Grosel Industrial Sales, Inc., an Ohio corporation (referred herein as "Grosel", "we" or "us") provides certain Services to users, as described below. Users (referred herein as "you", "your" or "User") of the Services agree to abide by this Terms of Use (the "TOU"). The TOU may be updated by us without notice to you. You may review the most current version of the TOU by clicking the Terms of Use link appearing at the bottom of this website. Users who violate the terms of this TOU may be permanently banned from using the Services and/or, if applicable, subject to legal action. USE OF THE SERVICES DEFINED BELOW CONSTITUTES YOUR ACCEPTANCE OF THE TOU. BY USING THE SERVICES YOU AGREE TO THE FOLLOWING TERMS OF USE:

1. On certain sites operated by Grosel, Grosel may provide Users the capability to order products and/or provide directories and links to websites and blogs (the "Services"). Grosel may provide other Services to Users on its websites not described above. You understand that your use of the Services provided by Grosel on its websites is subject to this TOU. You understand that Grosel provides only the facilities for the operation of the Services. Grosel does not review the directories and/or other links.

2. In consideration of your use of the Services, you represent that you are of legal age to form a binding contract and are not a person barred from using the Services under the laws of the United States or other applicable jurisdiction. If you register, you also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Grosel has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Grosel has the right to suspend or terminate your account and refuse any and all current or future use of its Services.

3. For certain Services, you may receive a password and account designation upon completing the registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. You also agree that you will provide truthful information during the registration process. Grosel cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

4. YOU AGREE TO INDEMNIFY AND HOLD GROSEL AND ANY ASSOCIATED ENTITIES, GROSEL'S OFFICERS, EMPLOYEES, OWNERS AND ITS AGENTS HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS, MADE BY ANY THIRD PARTY DUE TO OR

ARISING OUT OF: (I) CONTENT YOU MADE AVAILABLE THROUGH YOUR USE OF THE SERVICES; (II) YOUR VIOLATION OF THE TOU; OR (III) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER.

5. You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any purpose, any portion or information from your use of the Services, or access to the Services.

6. You agree that Grosel may, under certain circumstances and without prior notice, immediately terminate your access to the Services and/or take legal action, if applicable. Cause for such measures shall include, but not be limited to: (a) breaches or violations of the TOU or other incorporated agreements or guidelines; (b) requests by law enforcement or other government agencies; (c) a request by you (self-initiated account deletions); (d) discontinuance or material modification to the Services; (e) unexpected technical or security issues or problems; (f) extended periods of inactivity; and/or (g) engagement by you in fraudulent or illegal activities. You further agree that all such measures shall be made in Grosel's sole discretion and that Grosel shall not be liable to you or any third party for any measure taken concerning your account access and/or disciplinary action, up to and including termination of employment, if applicable.

#### 7. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GROSEL AND ANY ASSOCIATED ENTITIES, GROSEL'S OFFICERS, EMPLOYEES, OWNERS AND ITS AGENTS 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 AND NON-INFRINGEMENT.

GROSEL AND ANY ASSOCIATED ENTITIES, GROSEL'S OFFICERS, EMPLOYEES, OWNERS AND ITS AGENTS MAKE NO WARRANTY THAT: (I) THE SERVICES WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (III) THE SERVICES WILL BE ACCURATE OR RELIABLE; AND (IV) ANY ERRORS IN THE SOFTWARE USED TO PROVIDE THE SERVICES WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY WHATSOEVER.

#### 8. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GROSEL AND ANY ASSOCIATED ENTITIES, GROSEL'S OFFICERS, EMPLOYEES, OWNERS AND ITS AGENTS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GROSEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICES; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE USE OF THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING THE SERVICES; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES.

#### 9. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

#### 10. COPYRIGHT AND INTELLECTUAL PROPERTY POLICY

Grosel respects the intellectual property of others, and we ask our users to do the same. Grosel has no responsibility for content on other websites that you may find or access while using this site. Material available on or through other websites may be protected by copyright and the intellectual property laws of the United States and/or other countries. The terms of use of those websites and applicable intellectual property laws, and not the TOU, govern your use of that material.

It is Grosel's policy in appropriate circumstances and at its discretion to disable and/or terminate the accounts of users who may be repeat infringers of the copyright and intellectual property rights of others.

Notice For Claims Of Intellectual Property Or Copyright Infringement; Agent For Notice Of Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Grosel's Copyright Agent the following information:

- a. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the Grosel site;
- d. your address, telephone number, and email address;
- e. 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; AND
- f. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Grosel's Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

Timothy L. McGarry  
840 Brainard Road  
Highland Heights, OH 44143

By phone: (216) 486-0800

By email: [webmaster@grosel.com](mailto:webmaster@grosel.com)

## 11. GENERAL INFORMATION

Entire Agreement.

The TOU constitutes the entire agreement between you and Grosel concerning the Services and governs your use of the Services.

Choice of Law and Forum.

The TOU and the relationship between you and Grosel shall be governed by the laws of the State of Ohio without regard to any conflict of law provisions. You and Grosel agree

to submit to the personal and exclusive jurisdiction of the courts located within Cuyahoga County, Ohio.

#### Waiver and Severability of Terms.

The failure of Grosel to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOU remain in full force and effect.

### 12. VIOLATIONS OF TERMS OF USE

Please report any violations of the TOU (other than a violation concerning copyright or intellectual property infringement which is governed by Paragraph 11) to [webmaster@grosel.com](mailto:webmaster@grosel.com).

### 13. GROSEL'S INTELLECTUAL PROPERTY

Users of the Services acknowledge and agree that Grosel has the exclusive rights and privileges in and to the intellectual property rights of and with respect to providing the Services. Users acknowledge and agree that the Services are protected by U.S. Copyright laws, other intellectual property laws, international treaty provisions, and must be treated like any other material protected by intellectual property laws. Use of the material contained in the Services is intended solely for the individual and private use of the User. Grosel grants you a license to use the Services solely for your own private, non-commercial purposes. You agree that you will not download, rent, lease, sell, license, sublicense, reverse engineer, reverse assemble, distribute, transmit, or otherwise transfer all or any portions of the Services or otherwise take any other action in violation of Grosel's copyright or intellectual property rights other than those expressly authorized by Grosel.

Users of the Services acknowledge and agree Grosel has proprietary rights to its name, Grosel Industrial Sales, its logo and service marks (the "Grosel Marks") and that the User will not use the Grosel Marks without Grosel's express written permission.

14. You have read and understand the foregoing Terms of Use and agree to be bound by all of its terms.