## **Terms and Conditions of Use**

Important! Please read: These Terms and Conditions of Use ("Terms of Use") impose restrictions and obligations on you, and also limit the liability of New England Wire Technologies Corporation ("New England Wire Technologies") to you in the event that you are harmed in any way by accessing, viewing or using the content and services under the newenglandwire.com domain or any of New England Wire Technologies' successor websites (collectively referred to as the "Website"). Please read the following terms and conditions and our Privacy Policy carefully. By accessing, viewing or using the Website, you indicate that you understand and fully accept these Terms of Use and that they are binding between you and New England Wire Technologies. If you do not accept these Terms of Use, you should not access, view or use the website in any manner.

New England Wire Technologies reserves the right to change these Terms of Use, in whole or in part, at any time by posting new Terms of Use at this location. It is your responsibility to periodically check these Terms of Use for changes. Your use of the Website is governed at all times by the then-current Terms of Use. Your continued use of the Website following any changes to these Terms of Use and Privacy Policy will constitute your acceptance of such changes.

- 1. Your Conduct and Use of the Website. You agree that you will not use the Website for any purpose that is unlawful or contrary to these Terms of Use. You may not use the Website in any manner that could damage, disable or impair the Website. You may not attempt to gain unauthorized access to any account, computer system or network associated with the Website.
- **2. Password Protection.** You are responsible for maintaining the confidentiality of all log-in, password and other account information associated with the Website (collectively, "Password(s)"), and are fully responsible for all activities that occur using your Password. You agree to immediately notify New England Wire Technologies of any unauthorized use of your Password or any other breach of security of which you become aware.
- **3.** Termination of Use. Without limiting the foregoing, if you breach any of these Terms of Use, your authorization to use the Website automatically terminates, and you must immediately cease using any online or printed materials from the Website. Without limiting the foregoing, New England Wire Technologies reserves the right to block your admission to the Website at any time.
- 4. Intellectual Property Rights. All content on the Website, including, without limitation, all trademarks, service marks, logos, text, graphics, images, software, HTML code, programming code, the selection and arrangement of the Website and downloadable material is the intellectual property of New England Wire Technologies, or licensed to New England Wire Technologies, and is protected by U.S. and foreign laws and conventions. You may use the information provided on and through the Website solely for your internal business purposes or personal, non-commercial purposes. You must retain and reproduce each copyright notice or other proprietary rights notice

contained in any of the information you display, download or reproduce. With the exception of the foregoing limited authorization, you are not granted any license to or right in the content of or from the Website. Except as expressly authorized by New England Wire Technologies, you agree not to reproduce, modify, rent, lease, loan, sell, distribute, mirror, frame, republish, download, transmit or create derivative works of the Website content or services. If you believe any material on the Website infringes a copyright, trademark or service mark that you own or are authorized to protect, please notify us immediately. Send a "Notice of Infringement" to rick.jesseman@newenglandwire.com and fax a confirming copy to 603.838.6320.

The trademarks, service marks, logos, graphics, page headers, button icons, scripts, domain names, URLs and other identifiers ("Trademarks") used and displayed on the Website are registered and unregistered trademarks of New England Wire Technologies and others in the United States and other countries. No display or use of any Trademarks may be made without the express prior written permission of New England Wire Technologies or other trademark owner, as the case may be. You may not use any meta tags or any other "hidden text" utilizing New England Wire Technologies' name or any Trademarks without the express prior written permission of New England Wire Technologies.

New England Wire Technologies reserves the right to treat any communication you make with New England Wire Technologies via the Website as non-proprietary and not confidential.

## 5. Third Party Website, Content, Products and Services.

The Website may contain links to web sites that are not owned or controlled by New England Wire Technologies. New England Wire Technologies does not monitor or review third party sites, and makes no representations or warranties of any kind with regard to any third party sites or their terms of use or privacy practices.

PLEASE NOTE THAT THE POLICIES OF OTHER WEBSITES LINKED TO THE WEBSITE MAY BE MATERIALLY DIFFERENT THAN THESE TERMS OF USE, ESPECIALLY WITH RESPECT TO THE USE AND COLLECTION OF PERSONAL INFORMATION AND WITH RESPECT TO THE USE OF PROPRIETARY INFORMATION POSTED ON THAT WEBSITE.

6. Disclaimer. THE WEBSITE AND THE INFORMATION, DOCUMENTS AND OTHER CONTENT ON THE WEBSITE ARE PROVIDED "AS IS" WITHOUT WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, NEW ENGLAND WIRE TECHNOLOGIES MAKES NO WARRANTY OR GUARANTEE THAT THE INFORMATION ON THE WEBSITE IS COMPLETE, ACCURATE OR UP-TO-DATE. NEW ENGLAND WIRE TECHNOLOGIES (INCLUDING ITS

AFFILIATES AND SUBSIDIARIES) MAKES NO WARRANTY THAT THE OPERATION OF THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEW ENGLAND WIRE TECHNOLOGIES OR A NEW ENGLAND WIRE TECHNOLOGIES AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

NEW ENGLAND WIRE TECHNOLOGIES ALSO EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY AS YOU ACCESS OR BROWSE THE WEBSITE, DOWNLOAD MATERIAL FROM OR UPLOAD MATERIAL TO THE WEBSITE.

- 7. Disclaimer of Damages; Limitation Of Liability. YOU AGREE THAT NEITHER NEW ENGLAND WIRE TECHNOLOGIES NOR ANY OF ITS AFFILIATES OR AGENTS WILL BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF PRIVACY) OR ANY INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER THAT ARISE OUT OF OR ARE RELATED TO WEBSITE OR TO ANY BREACH OF THESE TERMS OF USE EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEW ENGLAND WIRE TECHNOLOGIES' AGGREGATE LIABILITY IN CONNECTION WITH THE WEBSITE OR THESE TERMS OF USE EXCEED \$25. REGARDLESS OF THE CAUSE OF ACTION. THESE LIMITATIONS OF LIABILITY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Some states do not allow the exclusion or limitation of liability for consequential damages, so the above limitation may not apply to you.
- **8. Indemnification and Release.** You agree to defend, indemnify, and hold harmless New England Wire Technologies (including its affiliates and subsidiaries), and its officers, directors, employees, agents, successors and assigns from any and all claims, liabilities, costs and expenses (including attorney's fees) arising in any way from your use of the Website. In addition, you hereby release New England Wire Technologies from any and all claims for damages (actual or consequential), costs or expenses of any kind or nature whatsoever, that you may have against New England Wire Technologies arising out of or in any way related to any content or services made available at the Website. You hereby agree to waive all laws that may limit the efficacy of such releases.

**9. Cross-Border Transmission of Information.** Data collected and received by New England Wire Technologies through the Website may be transmitted to the United States of America and other countries. New England Wire Technologies' computer operations are currently based in the United States of America. The Internet is a global environment. By using the Website and sending information to us electronically, you consent to trans-border and international transmission of any data that you may choose to supply us.

## 10. General Terms.

- a. These Terms of Use, including the <u>Privacy Policy</u>, constitute the entire agreement between New England Wire Technologies and you with respect to your use of the Website. No modification to these Terms of Use, or waiver of any of the terms herein, will be binding, unless in writing and signed by an authorized New England Wire Technologies representative. Any waiver or failure to exercise promptly any right under these Terms of Use will not create a continuing waiver or any expectation of non-enforcement.
- b. If for any reason a court of competent jurisdiction finds any provision of these Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms of Use, and the remainder of these Terms of Use shall continue in full force and effect.
- c. These Terms of Use are governed by the laws of the State of New Hampshire without regard to conflicts of laws provisions. You agree to the exclusive jurisdiction and venue of the state and federal courts located in Grafton County, New Hampshire, for any claim arising out of or relating to these Terms of Use. You agree and acknowledge that your use of the Website, and all transactions occurring in connection with the Website, shall be deemed to have occurred and taken place solely in the State of New Hampshire.
- d. If New England Wire Technologies, in its sole discretion, determines that a violation of these Terms of Use has occurred, New England Wire Technologies may pursue any of its legal remedies.
- e. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Website or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- f. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect.
- **10. Contact Information.** If you have any questions regarding these Terms of Use or the Website, please contact New England Wire Technologies at 603.838.6624 or sales@newenglandwire.com

These Terms and Conditions of Use are in effect as of February 15, 2013.