



## WENCOR GROUP TERMS AND CONDITIONS OF WEBSITE USE

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Wencor may modify this Agreement at any time without prior notice. Modifications are effective immediately upon posting of the modified Agreement. You agree to review this Agreement periodically to be aware of any modifications. Your continued use of this website shall be deemed as your acceptance of any and all modifications of the Agreement.

**ELIGIBILITY FOR USE** You agree NOT to use this website or any of this website's services for or in connection with any of the following activities: (1) tampering, hacking, modifying, or otherwise corrupting the security or functionality of the services, interfering with or disrupting Wencor's network or other networks connected to the service, or posting, e-mailing, or otherwise transmitting any data that contains any software viruses, Trojan horses and/or any other code, files, or programs intended to destroy, disrupt, or otherwise impair a computer's functionality or the operation of any service; (2) chain letters, pyramid schemes, or spamming; (3) posting, e-mailing, or otherwise transmitting any unlawful, harmful, harassing, defamatory, libelous, abusive, threatening, vulgar, sexually explicit, hateful, or otherwise objectionable material of any kind, or any material that is invasive of another's privacy or that exploits children under 18 years of age; (4) spoofing or otherwise impersonating any person or entity, such as another user or any of Wencor's personnel, falsely stating or otherwise misrepresenting your identity or affiliation, or foregoing any TCP/IP packet header or any part of the header information in any e-mail or other posting; (5) using the services for any fraudulent or illegal purpose, or gathering personally identifiable information without prior consent; (6) violating any applicable local, state, national, or international law, such as laws governing financial services or export control; (7) interfering with another user's enjoyment of the services; or (8) violating any other of Wencor's rules or policies.

**REGISTRATION OBLIGATIONS** As a user of this website, you agree to provide current, complete, and accurate registration information and to maintain such information to keep it accurate, current, and complete. Additionally, you certify that you are at least 18 years of age and are able to form legally binding contracts under applicable law.



**USER NAMES AND PASSWORDS** User names and passwords are issued at Wencor's discretion upon request. A username and password may not be used by anyone but the buyer/user to whom it was originally issued. You agree that you will not give out or share your username and password with anyone, especially people outside of your company, or use the username or password of any other user.

**USE OF INFORMATION/INTELLECTUAL PROPERTY** Your use of this website is nonexclusive, non-transferable, and limited to right to access, display, download, and print material from this website solely for you and your company's non-competitive use. Information obtained by you through this website may not be shared or given to any third party - doing so constitutes a violation of this Agreement. You may not modify, reproduce, publicly display, distribute, extract, collect, harvest, or otherwise modify materials from this website for any competitive commercial purposes. You may use this data in your computer systems as vendor quote information as long as it is associated only with Wencor and its affiliates as defined above. All data on this website is the property of Wencor and can only be used as set forth herein. Wencor reserves the right to seek damages to the full extent permitted by law for any violations of use of the Wencor website as set forth within this Agreement.

**USE OF INFORMATION/WARRANTIES** Use of the materials on this website is at your own risk. Materials are provided "AS IS," without any warranties as to the availability of this website or the accuracy of the materials provided.

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**PRICING INFORMATION** While every effort will be made to maintain listed prices, prices are subject to change without notice due to changes in cost of material and/or manufacturing services. Prices and availability contained herein are quotations and DO NOT constitute legally binding offers.

**LIMITATIONS ON LIABILITY** Wencor and its officers, directors, employees, and agents shall in no event be liable to any person or entity for any indirect, special, consequential, or other damages that are related to the use of, or the inability to use this website, or the content or functions contained therein.

**VENUE SELECTION/CHOICE OF LAW** This Agreement shall be deemed to have been made in the State of Utah, U.S.A. and shall be interpreted in accordance with the law of the State of Utah without regard to conflict of law principles. You consent to the exclusive jurisdiction of the state and federal courts of the state of Utah, U.S.A., for determination of any claim or controversy between the parties and arising out of or relating to this Agreement. You consent to the jurisdiction of Utah courts and waive any objections as to personal jurisdiction or to the laying of venue in such courts due to inconvenient forum or



for any other basis. In the event that Wencor shall engage an attorney or commence an action against you arising out of facts and circumstances related to this Agreement including, but not limited to, your breach of any of your obligations hereunder, Wencor shall be entitled to recover its reasonable attorney's fees, costs, and other disbursements incurred in connection therewith.

**INDEMNITY** You agree to indemnify, defend, and hold harmless Wencor, its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to this website from and against all losses, expenses, damages, and costs, including reasonable attorney's fees, resulting from or relating to any violation of this Agreement by you.

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**TERMINATION OF USE** Wencor reserves the right to terminate service to you in its sole discretion, with or without notice, if we believe that your conduct fails to conform with this Agreement, to investigate and to involve and cooperate with law enforcement authorities, and to pursue a civil lawsuit or criminal prosecution for any alleged or actual illegal activities involving this website or any of the services.



Obligations assumed by you through this Agreement, shall survive termination. Wencor may terminate, change, suspend, or discontinue any aspect of this website at any time, including the availability of any features of this website. Wencor may also impose limits on certain features and services or restrict access to parts, or all, of this website without notice or liability.

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