

Tmi-mfg.com Terms and Conditions of Use — Tulmar Manufacturing Inc. ("Tulmar Manufacturing") provides this web-site and any other Tulmar Manufacturing web-sites (collectively, the "Site") to you subject to these terms and conditions of use (these "Site Terms"). Please read these site terms carefully before using the Site. By accessing or using the Site, you explicitly agree to comply with and be bound by these Site Terms and all terms, policies and guidelines incorporated by reference herein. If you do not agree to all provisions of these Site Terms, do not use the Site.

These Site Terms do not alter in any way the terms or conditions of any other agreement you may have with Tulmar Manufacturing or its affiliates for products, services or otherwise. Tulmar Manufacturing reserves the right to change or modify any of the terms and conditions contained in these Site Terms, or any policy or guideline of the Site, at any time and in its sole discretion. Unless otherwise specified, any changes or modifications will be effective immediately upon posting of the revisions on the Site, and your continued use of the Site will constitute your acceptance of such changes or modifications. You should review the Site Terms and its incorporated policies and documents from time to time to understand the terms and conditions that apply to your use of the Site. If you do not agree to any amended terms, you must stop using the Site.

Privacy Policy — Please refer to Tulmar Manufacturing's Privacy Policy for information on how Tulmar Manufacturing collects, uses and discloses personally identifiable information from its users.

Ownership and Copyright — Except as otherwise indicated, the Site, and all text, images, marks, logos and other content contained herein, including, without limitation, the Tulmar Manufacturing logo and all designs, text, graphics, pictures, information, data, software, sound files, other files (collectively, "Content") and the selection and arrangement thereof (collectively, the "Site Content") are the proprietary property of Tulmar Manufacturing or its licensors and are protected by U.S. and international copyright laws. The Site and all Site Content are © 2014 Tulmar Manufacturing, All Rights Reserved.

Trademarks — Tulmar Manufacturing, the Tulmar Manufacturing logo, and all other product or service names or slogans displayed on the Site are registered and/or common law trademarks of Tulmar Manufacturing and/or its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Tulmar Manufacturing or the applicable trademark holder. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, are the service marks, trademarks and/or trade dress of Tulmar Manufacturing and may not be copied, imitated or used, in whole or in part, without the prior written permission of Tulmar Manufacturing. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not

constitute or imply endorsement, sponsorship or recommendation thereof by Tulmar Manufacturing.

Submissions — You agree that any material, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials, or other information, provided by you in the form of e-mail or submissions to Tulmar Manufacturing or portions to or on the Site, are non-confidential (other than disclosures of personally identifiable information provided on non-public areas of the Site, which are subject to the Privacy Policy) and you grant Tulmar Manufacturing a nonexclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such materials throughout the world in any media now known or hereafter developed with or without acknowledgement to you in Tulmar Manufacturing's sole discretion and without compensation to you. You agree that you will have no recourse against Tulmar Manufacturing for any alleged or actual infringement or misappropriation of any proprietary right in your submitted materials and that the submission of such materials to Tulmar Manufacturing, including the posting of materials to a forum or interactive area on the Site, irrevocably waives any and all 'moral rights' in such material, including the rights of paternity and integrity. You represent and warrant that you own or otherwise control all of the rights to material that you post; that the material is accurate; that use of the matter you supply does not violate these Terms of Use and will not cause injury to a person or entity; and that you will indemnify Tulmar Manufacturing for all claims resulting from material you supply.

Limited License — Tulmar Manufacturing grants you a limited, non- sub licensable license to access and use the Site and to view, copy and print portions of the Site Content. Such license is subject to these Site Terms, and specifically conditioned upon the following: (i) you may only view, copy and print portions of the Site Content for your own informational, personal and non-commercial use; (ii) you may not modify or otherwise make derivative uses of the Site or the Site Content, or any portion thereof; (iii) any displays or printouts of Site Content must be marked "© 2008 Tulmar Manufacturing, All rights reserved."; (iv) you may not remove or modify any copyright, trademark, or other proprietary notices that have been placed in the Site Content; (v) you may not use any data mining, robots or similar data gathering or extraction methods; (vi) you may not use the Site or the Site Content other than for its intended purpose; and (vii) you may not reproduce, prepare derivative works from, distribute or display the Site or any Site Content (except for page caching), except as provided herein. Except as expressly permitted above, any use of any portion of the Site or Site Content without the prior written permission of Tulmar Manufacturing is strictly prohibited and will terminate the license granted herein.

Any such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Site Terms may be

construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

You represent and warrant that your use of the Site and the Site Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law. You expressly agree to indemnify Tulmar Manufacturing against any liability to any person arising out of your use of Site Content not in accordance with these Site Terms.

To request permission for uses of Site Content not included in the foregoing license, you may contact Tulmar Manufacturing as follows: Tulmar Manufacturing Inc. 101 Tulloch, Ogdensburg, NY, 13669 Tel: 315-393-7191 Fax: 315-393-6191

Hyperlinks — The Site may contain links to third-party Web sites ("Third-Party Sites") and third-party content ("Third-Party Content") as a service to those interested in this information. In addition, Third-Party Sites may link to the Site. You use links to and from Third-Party Sites, and any Third-Party Content therein, at your own risk. Tulmar Manufacturing does not monitor or have any control over, and makes no claim or representation regarding, Third-Party Content or Third-Party Sites. Tulmar Manufacturing provides or makes available these links only as a convenience, and a link to a Third-Party Site or Third-Party Content does not imply Tulmar Manufacturing's endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site or Third-Party Content. Tulmar Manufacturing accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, Third-Party Content, Third-Party Sites, or Web sites linking to the Site. When you leave the Site, our terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Site, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

Use of Chat Rooms, Bulletin Boards and Other Interactive Areas — The Site may contain discussion forums, bulletin boards, review services or other forums in which you or third parties may post Content or other items on the Site ("Interactive Areas"). If Tulmar Manufacturing provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site any of the following:

Any Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable; Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S.

Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ; Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity; Unsolicited promotions, political campaigning, advertising or solicitations; Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers; Viruses, corrupted data or other harmful, disruptive or destructive files; Content that is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or Content that, in the sole judgment of Tulmar Manufacturing, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which may expose Tulmar Manufacturing or its affiliates or its users to any harm or liability of any type.

Tulmar Manufacturing takes no responsibility and assumes no liability for any Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Tulmar Manufacturing liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, Tulmar Manufacturing is not liable for any statements, representations or Content provided by its users in any public forum, personal home page or other Interactive Area. Although Tulmar Manufacturing has no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, Tulmar Manufacturing reserves the right, and has absolute discretion, to remove, screen or edit without notice any Content posted or stored on the Site at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any Content you post or store on the Site at your sole cost and expense.

Any use of the Interactive Areas or other portions of the Site in violation of the foregoing violates these Site Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect Tulmar Manufacturing's systems and customers, or to ensure the integrity and operation of Tulmar Manufacturing's business and systems, Tulmar Manufacturing may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, email address, etc.), IP addressing and traffic information, usage history, and posted Content. Tulmar Manufacturing's right to disclose any such information shall govern over any terms of Tulmar Manufacturing's Privacy Policy.

Copyright Complaints — If you believe that material posted on the Site infringes upon any copyright that you own or control, or that any link on the Site directs users to another Web site that contains materials that infringes upon any copyright that you hold or control, you may file a notification of such infringement with our Designated Agent as set forth below:

Name of Agent Designated to Receive Notification of Claimed

Infringement: Corporate Communications Manager

Full Address of Designated Agent to Whom Notification Should Be Sent:

Tulmar Manufacturing Inc.
101 Tulloch, Ogdensburg, NY, 13669,
Tel: 315-393-7191, Fax: 315-393-6191

We may give notice of a claim of copyright infringement to our users by means of a general notice on the Site, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to a user's address in our records.

Registration Data; Account Security — You agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password; (c) maintain and promptly update the Registration Data, and any other information you provide to Tulmar Manufacturing, and to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Tulmar Manufacturing.

WARRANTY DISCLAIMER — EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY TULMAR MANUFACTURING, THE SITE, THE MATERIALS CONTAINED HEREIN AND THE SERVICES PROVIDED ON OR IN CONNECTION THEREWITH (THE "SERVICES") ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TULMAR MANUFACTURING EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT AS TO THE SERVICES, INFORMATION, CONTENT AND MATERIALS ON THE SITE. TULMAR MANUFACTURING DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN THE SITE OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION AS TO THE ACCURACY OR PROPRIETARY CHARACTER OF THE SITE, THE SITE CONTENT OR ANY PORTION THEREOF.

TULMAR MANUFACTURING IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT OR PHOTOGRAPHY. WHILE TULMAR MANUFACTURING ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SITE AND THE SERVICES SAFE, TULMAR MANUFACTURING CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD.

LIMITATION OF LIABILITY — YOU WAIVE AND COVENANT NOT TO ASSERT ANY CLAIMS OR ALLEGATIONS OF ANY NATURE WHATSOEVER AGAINST TULMAR MANUFACTURING, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO YOUR USE OF THE SITE, THE SERVICES, THE CONTENT OR THE MATERIALS

CONTAINED IN OR ACCESSIBLE THROUGH THE SITE, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS OR ALLEGATIONS RELATING TO THE ALLEGED INFRINGEMENT OF PROPRIETARY RIGHTS, ALLEGED INACCURACY OF SITE CONTENT, OR ALLEGATIONS THAT TULMAR MANUFACTURING HAS OR SHOULD INDEMNIFY, DEFEND OR HOLD HARMLESS YOU OR ANY THIRD PARTY FROM ANY CLAIM OR ALLEGATION ARISING FROM YOUR USE OR OTHER EXPLOITATION OF THE SITE. YOU USE THE SITE AT YOUR OWN RISK.

WITHOUT LIMITATION OF THE FOREGOING, NEITHER TULMAR MANUFACTURING NOR ANY PARTIES PROVIDING SITE CONTENT SHALL BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITE, THE SERVICES, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSIBLE THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE ON ANY SITE CONTENT OR OTHER INFORMATION OBTAINED FROM TULMAR MANUFACTURING OR ACCESSIBLE VIA THE SITE, OR THAT RESULT FROM MISTAKES, ERRORS, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO TULMAR MANUFACTURING'S RECORDS, PROGRAMS OR SERVICES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification — You agree to indemnify, defend, and hold Tulmar Manufacturing, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Site Terms.

Applicable Law and Venue — The Site (excluding Third-Party Sites) is controlled by Tulmar Manufacturing and operated by Tulmar Manufacturing, from its offices in and around Ogdensburg, New York. While Tulmar Manufacturing has made no effort to publish the Site elsewhere, the Site is accessible in all 50 states of the United States and in other countries. You and Tulmar Manufacturing both benefit from establishing a predictable legal environment in regard to the Site. Therefore, you and Tulmar Manufacturing explicitly agree that all disputes, claims or other matters arising from or relating to your use of the Site will be governed by the laws of the State of New York, without regard to its conflicts of law principles. You agree that all claims you may have against Tulmar Manufacturing arising from or relating to the Site will be heard and resolved in a court of competent subject matter jurisdiction located in Ogdensburg, NY. You consent to the personal jurisdiction of such courts over you, stipulate to the



Web Site Terms of Use

fairness and convenience of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts. If you choose to access the Site from locations other than Ogdensburg, NY, you will be responsible for compliance with all local laws of such other jurisdiction.

Termination/Modification of License and Site Offerings — Notwithstanding any provision of these Site Terms, Tulmar Manufacturing reserves the right, without notice and in its sole discretion, without any notice or liability to you, to (a) terminate your license to use the Site, or any portion thereof; (b) block or prevent your future access to and use of all or any portion of the Site, Site Content or Services; (c) change, suspend or discontinue any aspect of the Site, Site Content or Services; and (d) impose limits on the Site, Site Content or Services.

Severability — If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

Questions and Comments — If you have any questions regarding these Site Terms or your use of the Site, please submit them to us by emailing us at: info@tmi-mfg.com

Copyright 2014 Tulmar Manufacturing Inc.
Website Terms of Use, last updated June 16, 2014