

WEBSITE TERMS OF USE

These terms and conditions of use (“Terms of Use”) govern your use of T&S Brass and Bronze Works, Inc.’s website (the “Site”). Compliance with these rules is a condition to your use of the Site. If you do not agree to be bound by the Terms of Use, promptly exit this Site. Please also consult our [Privacy Policy](#) for a description of our privacy practices and policies.

1. Ownership of the Site

All pages within this Site and any material made available through the Site, including those materials available for download, are the property of T&S Brass and Bronze Works, Inc. (“Company”). The Site is protected by United States and international intellectual property laws. The content of the Site, including without limitation the files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through this Site (“Content”) may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except pursuant to a separate written agreement with the Company. If you wish to use any of the Content or other materials of T&S, including on your own website, contact the Company to discuss the terms and conditions for such use. The automated copying or retrieval of Content from the Site, including through the use of bots or other programs, is strictly prohibited. You may not frame or utilize any other techniques to enclose, or link to, any name, trademarks, service marks, logo, Content or other proprietary information of Company without our express written consent.

2. Service Terms

The Company is a manufacturer of faucets, fittings and specialty products and accessories for the foodservice, commercial plumbing and laboratory markets and provides information on the Company’s products and the industries serviced through the Site (the “Services”). While the Company makes reasonable efforts to ensure the integrity and accurateness of the Site and Services, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Services, Site or Content. It is possible that inaccuracies or other errors could occur in providing the Services or on the Site or that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Company so that it can be corrected. Information contained on the Site may be changed or updated without notice.

3. Submissions / Uploads to the Site

If you submit or upload any information or files to our Site (“Submissions”), you agree not to (1) post or transmit anything that is false, defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) submit or upload anything that violates the copyright or intellectual property rights of any person or entity, or (3) post or transmit a virus or any other harmful component. Company shall have the irrevocable license and right to use Submissions for providing the Services and its other business purposes. You are responsible for making sure all

Submissions that you originate or require are properly backed up so you have ready access thereto in the event of loss, corruption or interruption. You agree to defend, indemnify and hold Company harmless from and against all third party claims, damages and expenses (including reasonable attorney's fees) against or incurred by Company arising out of any Submissions you post or allow to be posted to the Site.

4. Representations and Warranties

You represent and warrant to the Company that: (a) you are over the age of eighteen and have the power and authority to enter into and perform your obligations under this Agreement; (b) all information provided by you to Company is truthful, accurate and complete; and (c) you shall comply with all terms and conditions of this Agreement.

5. Disclaimer of Warranties

COMPANY DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE SERVICES ARE PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, AND TITLE/NON-INFRINGEMENT. COMPANY SPECIFICALLY DISCLAIMS ALL LIABILITY FOR ERRORS OR OMISSIONS IN, OR THE MISUSE OR MISINTERPRETATION OF, THE SERVICES OR ANY INFORMATION OBTAINED THROUGH THE SITE. COMPANY DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

6. Limitation of Liability Regarding Use of Site

COMPANY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE, AND/OR ANY HYPERLINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR HYPERLINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

7. Links to Other Sites

Company makes no representations whatsoever about any other website that you may access through this Site. When you access a non-Company site, please understand that it is independent

from Company, and that Company has no control over the content on or services provided by that website. In addition, a hyperlink to a non-Company website does not mean that Company endorses or accepts any responsibility for the services, content, or use of the linked site. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party sites linked to this Site, you do this entirely at your own risk.

8. Linking to Company's Site

No one is authorized to link to the Company's Site or any pages within the Site without the prior written approval of the Company. If you wish to link to the Site, contact the Company regarding the terms and conditions for linking.

8. Revisions; General

Company reserves the right, in its sole discretion, to terminate your access to all or part of this Site, with or without cause, and with or without notice. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between Company and you pertaining to the subject matter hereof. In its sole discretion, Company may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound from the date of such posting. These Terms of Use shall be governed by the laws of the State of South Carolina without regard to its choice of law provisions. In the event of any dispute or claim relating to the Site or these Terms of Use, you agree to resolution of such dispute exclusively in the state or federal courts located in Greenville, South Carolina.

Effective Date: May 12, 2015