

Website Terms of Use

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Welcome to the Justrite website, with a homepage located at www.justrite.com (the "Site" or "Website").

These Terms of Use are entered into by and between you and Justrite Mfg. Co., LLC ("Justrite"). The following Terms of Use, together with the Privacy Policy, Terms and Conditions for Website Orders and other disclaimers that appear elsewhere on the Site, which are incorporated herein by reference (collectively, the "Terms of Use") govern your access to and use of the Site, including any functionality, goods, and services offered on or through the Site.

Please read the Terms of Use carefully.

By either: (1) using the Site, or (2) clicking on the "I Agree" check box, you accept and agree to be bound and abide by these Terms of Use and Terms and Conditions of Sale. If you do not want to agree to these Terms of Use, you must not access or use the Site. "You" and similar terms means you as an individual, as well as the business or entity on whose behalf you are using this Site, and you represent and warrant that you are authorized to enter into this agreement on behalf of yourself and such business or entity.

This Site is owned and controlled by Justrite and is operated with the assistance of certain third parties.

Justrite reserves the right to make changes to the Site and its Terms of Use at any time. If you are dissatisfied with the Site, its content or Terms of Use, you agree that your sole and exclusive remedy is to discontinue using the Site.

Disclaimer of Warranty and Liability

THIS SITE, ITS CONTENTS AND SITE RELATED SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS. JUSTRITE DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION AND TITLE/NON-INFRINGEMENT. YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF OUR SITE. NEITHER JUSTRITE NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SITE OR ANY ASPECT THEREOF SHALL BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR OTHER DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION THOSE

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Indemnification

You agree to defend, indemnify and hold Justrite, its parent and affiliate entities, and all of their owners, officers, directors employees, contractors and service providers (collectively, "Protected Entities"), harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Site and/or your breach of these Terms of Use, including but not limited to User Content.

Intellectual Property Rights

Unless otherwise noted, the Site and its entire content, features and functionality (including all information, software, text, displays, images, video, audio, and the compilation thereof) are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by Justrite, its suppliers or affiliates, or by third parties who have licensed their materials to Justrite and are protected by U.S. and international copyright, trademark, patent, trade secure and other intellectual property or proprietary laws.

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Third Party Resources; Links

If the Site contains links to other sites and resources, provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements. We have no control over the contents of such sites or resource, and accept no responsibility for them or for any loss or damage that may arise from your use of them. The availability of any third party sites or resources through the Site does not imply our endorsement of or our affiliation with any provider of such third party sites or

resources. If you decide to access any of the third party sites or resources linked to this Site, you do so at your own risk and subject to the terms and conditions of use for such sites or resources.

Copyright: Infringing Material/DMCA.

Notification Procedures

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from this Site infringe your copyright, you may request removal of those materials (or access to them) from the Site by submitting written notification to the email address listed in "Contact Information" below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Site, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Counter-Notification Procedures

If you believe that material you posted on the Site was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a "Counter-Notice") by submitting written notification to the email address listed in "Contact Information" below. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address).

- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Site may be found) and that you will accept service from the person (or an agent of that person) who provided the Site with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten (10) business days of receiving the copy of your Counter-Notice. Please be aware that if you knowingly materially misrepresent that material or activity on the Site was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.]

Repeat Infringers

Justrite reserves the right to disable and/or terminate the accounts of users who submit infringing or otherwise improper content.

Changes to the Site

You agree and understand that the Site, including any and all features available via the Site and any User Content (as defined below), may be modified by us, in our sole discretion, at any time without prior notice. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Site implemented after your initial access to the Site shall be subject to these Terms of Use.

Your Account and Computer Data Safety

When and if you use the Site, it shall be your sole responsibility to restrict access to your computer and to maintain the confidentiality of your email address, password and any other account identifiers related to any personal account you created on the Site (the "Account"). You also agree to accept sole responsibility for any and all activity that occurs under your Account. You should take reasonable steps to protect your computer systems and data from viruses, hackers, identity thieves and other similar problems.

Site Rules; User Content

Any comments, suggestions, ideas, materials and other submissions that you send to us through the Site or by email, mail, telephone, at our physical locations or otherwise, or in any social media accessible in the future through us or our Site or related to or associated with us ("User Content") are provided on a non-confidential and non-proprietary basis. By submitting User Content, you are granting us an irrevocable and unrestricted license to the User Content for any purpose whatsoever, including use, reproduction, publication, broadcast, posting, modification, transmission, display, distribution or creating derivative works.

You agree that no User Content will:

- Violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary rights;
- Contain any material that is libelous, unlawful, abusive, offensive, obscene, harassing, or otherwise objectionable;
- Contain pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or would otherwise violate the law;
- Promote violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Be likely to deceive any person;
- Cause annoyance, inconvenience or be likely to upset any other person;
- Impersonate any person or misrepresent your identity or affiliation with any person or organization;
- Involve commercial activities or sales, including sales promotions, contests, or advertising; or
- Give the impression that they originate or are endorsed by Justrite or any other person or entity.

You are and shall remain solely responsible for any of your User Content, including its legality, reliability, accuracy and appropriateness. Justrite reserves the right to monitor, modify or delete any User Content, in our sole discretion.

In connection with the Site, you must not:

- Post, transmit, or otherwise make available through or in connection with the Site, any virus, work, Trojan horse, time bomb, or other computer code, file or program that is potentially harmful or malicious;
- Use any device, software or routine that interferes with the Site;
- Restrict or inhibit any other person from using the Site;
- Collect information about users of the Site or Justrite customers;
- Reproduce, modify, adapt, translate, create derivative works of or otherwise exploit any portion of the Site;
- Use the Site in an unlawful or fraudulent manner;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site; the server on which the Site is stored, or any server, computer or database connected to the Site.
- Use any automatic device, process or means to access the Site for any purpose, including monitoring or copying content on the Site; and
- Otherwise attempt to interfere with the proper working of the Site.

Site Access

We may discontinue all or part of this Site at any time. We may block, limit or terminate your access to this Site for any reason, including if: (a) you violate these Terms of Use; (b) you violate any applicable law or regulation relating to your use of this Site; (c) you engage in any conduct which we, in our sole discretion, believe is offensive, harmful, defamatory or otherwise harmful to us or others; (d) you breach any other agreement with us.

Product Pricing, Availability and Accuracy

Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Justrite reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your credit card or other payment mechanism charged.

Product Display/Colors

The Site attempts to display product images shown on the site as accurately as possible. However, we cannot guarantee that the color you see matches the product color, as the display of the color depends, in part, upon the monitor you are using.

Transactions

We may make available the ability to purchase or otherwise obtain certain Products through the Site (a "Transaction"). If you wish to make a Transaction, you may be asked to supply certain relevant information, including your credit or payment card number and expiration date or similar payment information, your billing address, and shipping information. You represent and warrant that you have the right to use any credit or payment card or other payment mechanism that you submit in connection with a Transaction. By submitting such information, you grant Justrite the right to provide such information to third parties for the purposes of facilitating the Transaction. Verification of information may be required prior to the completion of any Transaction. You agree to pay all charges incurred by you or on your behalf through the Site, including all shipping and handling charges. In addition, you are responsible for any taxes applicable to your Transaction.

No Resale

Our products are not being offered for re-sale unless previous, written authorization has been provided.

Promotions

Any promotions ("Promotions") made available through the Site may be governed by rules that are separate from these Terms of Use. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy.

Governing Law; Arbitration; Jurisdiction

These Terms of Use are governed by the laws of the State of Illinois, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. Except for disputes that qualify for small claims court, all disputes arising out of or related to these Terms of Use or any aspect of the relationship between you and Justrite, whether based in contract, tort, statute, fraud, misrepresentation or other legal theory, will be resolved through final and binding arbitration in accordance with the American Arbitration Association's rules and procedures. The arbitration shall take place in Chicago, Illinois. The award rendered by the arbitrator may be confirmed and enforced in the courts of the State of Illinois, U.S.A and any other court of competent jurisdiction.

YOU AGREE THAT JUSTRITE AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY. YOU FURTHER AGREE THAT ANY ARBITRATION OR DISPUTE RESOLUTION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU AGREE TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

The Site is controlled and operated from the United States, and are not intended to subject Justrite to any non-U.S. jurisdiction or law. The Site may not be appropriate or available for use in some non-U.S. jurisdictions. Any use of the Site is at your own risk, and you must comply with all applicable laws, rules and regulations in doing so. We may limit the Site's availability at any time, in whole or in part, to any geographic area or jurisdiction that we choose.

Contact Information

If you have questions or comments about these Terms of Use, please contact us via email at info@justritemfg.com or phone at 217-234-7486.