



Updated 9/26/24

## **REZNOR LLC WEBSITE TERMS OF USE**

### **1. PURPOSE.**

These Terms of Use are a legally binding agreement made by and between Reznor LLC, (“Company,” “we” or “our”) and you, personally, and, if applicable, on behalf of the entity for whom you are using this website (“you” or “your”) and govern your use of this website. BY ACCESSING OR USING ANY PART OF THIS WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS OF USE AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THIS WEBSITE. We reserve the right to make changes to these Terms of Use and/or our Privacy Policy at any time and you should review these Terms of Use and our Privacy Policy from time to time for possible changes. If you continue to use this website, you are agreeing to any new or modified provision of these Terms of Use and/or our Privacy Policy that may be posted on the website.

### **2. ACCESS TO THIS WEBSITE.**

You must comply with these Terms of Use, the policies referred to below, and all applicable laws, regulations, and rules when you use this website. We use the means that we believe are reasonable to provide access to this website 24 hours a day, 7 days a week, except in the case of natural disasters or events beyond our control. This website may also be unavailable if it experiences a breakdown or is receiving maintenance. In no event, however, shall we be liable for any failure or deficiency in the website.

### **3. INTELLECTUAL PROPERTY RIGHTS.**

The website and its contents (the “Website Information”) are owned by Company, its affiliates and its and their licensors and are protected by copyright and other intellectual property rights. All right, title and interest in and to all copyrights, patents, trade secret rights, trademarks and other intellectual property rights in and to the Website Information and the structure, organization and code relating to the Website Information (collectively, “Data Information” and together with the Website Information, the “Proprietary Information”) are proprietary, confidential and valuable trade secret information of the supplying party.

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We own or license all the trademarks, service marks, trade names, product names, logos, designs, titles, and words or phrases used on this website. You may not use any of these trademarks, trade dress, or trade names without express permission from the appropriate party.

#### **4. PROHIBITED CONDUCT.**

In using this website, you agree that you will not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of Company or any third party; (ii) disrupt or interfere with the security or use of this website or any websites linked to it; (iii) interfere with or damage this website; (iv) attempt to obtain unauthorized access to portions of this website that are restricted from general access; (v) use any meta tags or any other “hidden text” utilizing our name, trademarks, or product names; (vi) advertise, offer to sell, or sell any goods or services set forth in the website, except as expressly permitted by Company; (vii) engage in any activity that interferes with anyone else’s ability to use or enjoy this website; or (viii) assist anyone in any activity prohibited by these Terms of Use.

#### **5. HYPERLINKS.**

You agree not to establish any hyperlinks to this website without our prior written consent.

#### **6. PRIVACY POLICY.**

You agree to the terms of the Privacy Policy, which is incorporated by reference into these Terms of Use.

#### **7. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.**

THE WEBSITE AND ANY PROPRIETARY INFORMATION IS PROVIDED ON AN “AS IS” BASIS. WE MAKE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING PROVISIONS, YOU ASSUME SOLE RESPONSIBILITY FOR SELECTING THE WEBSITE AND/OR PROPRIETARY INFORMATION TO ACHIEVE YOUR INTENDED RESULTS AND SOLE RESPONSIBILITY FOR THE USE OF, AND RESULTS OBTAINED FROM, THE WEBSITE AND/OR THE PROPRIETARY INFORMATION. THE ENTIRE RISK OF THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE WEBSITE AND/OR THE PROPRIETARY INFORMATION REMAINS SOLELY WITH YOU. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

We will not be liable in the event of contamination of your computer equipment as a result of virus propagation or other computer “infections.” You are responsible for taking all appropriate measures to protect your own data and software from contamination by any viruses circulating via the Internet.

UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE WEBSITE, THE PROPRIETARY INFORMATION OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THESE TERMS OF USE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR

LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

#### **8. TERMINATION.**

Company may, in its sole discretion and without any liability, change, modify, suspend, make improvements to, or discontinue any aspect of the website, temporarily or permanently, at any time without prior notice.

#### **9. JURISDICTION AND APPLICABLE LAW.**

These Terms of Use shall be governed by the laws of the State of Delaware, without regard to its conflicts of law rules. You agree that any dispute arising out of or relating to these Terms of Use, or your use of the website shall be brought before the federal or state courts located in the State of Delaware, and you consent to such jurisdiction and venue.

#### **10. ENTIRE AGREEMENT; SEVERABILITY.**

These Terms of Use and our Privacy Policy constitute the entire agreement between us with respect to the use of the website. If any provision of these Terms of Use is held to be unenforceable or invalid in whole or in part, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions shall be given full force and effect.

#### **12. OTHER PROVISIONS.**

Company's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Use. Company may assign its rights and duties under these Terms of Use to any party at any time without notice to you.

#### **13. COMMENTS, QUESTIONS AND REQUESTS.**

Please send any notices or requests by email to [reznor@nortek.com](mailto:reznor@nortek.com).