

# Terms and Conditions

January 4, 2019

These Terms of Service (“Terms”) govern your use of the Northern Engineering and Manufacturing, Inc. website (“Site”). Northern Engineering and Manufacturing, Inc. (“we” or “us” or “NEMI”) provides the Site. “You” refers to you as a user of the Site.

BY USING THE SITE, YOU ARE AGREEING TO THESE TERMS. PLEASE READ THEM CAREFULLY.

## 1. Eligibility

To use this Site, you must be at least 18 years old.

## 2. Acceptable Use of the Site

By using this Site, you agree and accept without modification all notices, terms and conditions as set forth herein. Further, by using this Site, you represent and warrant to us that your use of this Site shall not be unlawful, immoral or prohibited by the herein terms, conditions and notices. Do not use this Site if you do not agree and accept without modification the terms, conditions and notices set forth herein. We will not enter into any agreement with you, nor are we obligated to you, through this Site and any attempt to create such an agreement or obligation will be ineffective, except for any agreements between you and us for the sale of products through this Site. If we discover price errors, they will be corrected on our systems, and the corrected price will apply to your order. We reserve the right to revoke any stated offer and to correct any errors,

## 3. Ownership

All right, title, and interest in and to the Site, including all text and content available on the Site (“Content”) and our registered and unregistered trademarks, logos and brand elements (“Marks”) are owned by us or licensed by us. Further, U.S and international laws protect the Site, Content and Marks. The look and feel of the Site is copyright © Norther Engineering and Manufacturing, Inc. All rights reserved. The duplication, copying, or reuse of any portion of the HTML/CSS, Javascript, or visual design elements or concepts is strictly prohibited without our prior express written permission.

## 4. Third Party Websites and Social Platforms

Our Site may contain links to and from other websites which are not owned or operated by us. A link to a third party’s website or social platform does not mean that we sponsor, endorse or otherwise approve of the materials or services appearing in such sites or that we are affiliated with such sites. We are not responsible or liable for any damage or loss related to the use of any third party websites or social platforms. You should always read the terms and conditions and privacy policy of a third-party website and social platform before using it.

## 5. Privacy

You agree to be responsible for maintaining the confidentiality of your account information, including your username and password, if any, and to be responsible for all activities that occur under your account. You agree to promptly notify us of any unauthorized access or use of your account. We are not responsible or liable for any damage or loss related to any unauthorized access or use of your account.

## 6. Changes to the Site and Content; Termination of the Site

We reserve the right to enhance and update the Site and Content or discontinue the Site at any time, with or without notice to you.

## 7. Disclaimer and Limitations on Our Liability

YOU USE THE SITE AT YOUR OWN RISK. THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEMI AND ITS OFFICERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS, AND LICENSORS (“AFFILIATES”) DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE.

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YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING FROM DOING SO. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THESE TERMS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NEMI OR ITS AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPNEMIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE INDIRECT LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR RELATING TO THE SITE, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF OR RELATING TO THE TERMS, THE SITE, OR THE CONTENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNT YOU HAVE ACTUALLY PAID US, IF ANY, DURING THE 12 MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent we may not, as a matter of applicable law, disclaim any implied warranty or limit our liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such law.

You understand and agree that we have set our prices and entered into this Agreement with you in reliance upon the limitations of liability set forth in this Agreement, which allocate risk between us and form the basis of a bargain between us.

## 8. Indemnification

You agree to indemnify and hold harmless NEMI and its Affiliates from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of these Terms by you or anyone using your account.

## 9. Other Provisions

Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control. These Terms will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any conflict of laws rules or provisions. You agree that any action of whatever nature arising from or relating to these Terms, the Site, or Content will be filed only in the state or federal courts located in Minneapolis, Minnesota. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action. If any provision of these Terms is found to be unlawful or unenforceable, then that provision will be deemed severable from these Terms and will not affect the enforceability of any other provisions. The failure by us to enforce any right or provision of these Terms will not prevent us from enforcing such right or provision in the future. We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

## 10. Changes to these Terms

From time to time, we may change these Terms. If we change these Terms, we will give you notice by posting the revised Terms on the Site. Those changes will go into effect on the Revision Date shown in the revised Terms. By continuing to use the Site, you are agreeing to the revised Terms.

## 11. Contacting Us

If you have questions or concerns, please contact us by e-mail at [office@nemi.com](mailto:office@nemi.com) or by mail at:

NEMI Customer Service  
11841 243<sup>rd</sup> Ave NW

Zimmerman, MN 55398

PLEASE PRINT A COPY OF THESE TERMS FOR YOU RECORDS AND PLEASE CHECK THE SITE FREQUENTLY FOR ANY CHANGES TO THESE TERMS.

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