

Peerless Aerospace Fastener Corporation

Website Terms and Conditions of Use

Terms and Conditions of Use ("Terms")

Last updated: [07/20/2017]

Introduction:

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the <http://www.pafcorp.com> website (and any associated portal links) operated by Peerless Aerospace Fastener Corporation ("PAF", "us", "we", or "our").

Your access to and use of the Web Site is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Web Site.

By accessing or using the Web Site you agree to be bound by these Terms as well as the PAF Privacy Policy, which is hereby incorporated into these Terms of Use. If you disagree with any part of the terms, then you may not access the Website Site.

PAF may revise and update these Terms of Use at any time without notice, by posting the amended terms to the Web Site. Your continued use of the Web Site after the posting of the revised Terms of Use means that you accept and agree to the revised Terms of Use. If you disagree with the Terms of Use (as amended from time to time) or are dissatisfied with the Web Site, your sole and exclusive remedy is to discontinue using the Web Site. The most current version of these Terms of Use, which supersedes all previous versions, can be reviewed by clicking on the "Terms of Use" hyperlink located at the bottom of the home page on the Web Site

The Web Site is intended for use by people at least 18 years of age. By using this Web Site and thereby agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

This Web Site uses cookies. By using this website and agreeing to these terms and conditions, you consent to our PAF's use of cookies in accordance with the terms of PAF's privacy policy.

Acceptable Use:

In using the Web Site, you agree that you will NOT:

- Use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

- Use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without PAF's express written consent;
- Upload to or transmit on the Web Site any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright;
- Upload or otherwise transmit files that contain a virus's or corrupted data;
- Attempt to access information and/or intercept or attempt to intercept electronic mail not intended for you;

Certain features of the Web Site may require registration in order to access these features, and it is a condition of your use of the Web Site, that all information you provide on the Web Site is correct, current and complete. PAF reserves the right to restrict access to areas of this Web Site, or this entire website, at its sole discretion. If PAF provides you with a user ID and password to enable you to access restricted areas of this website, or other content or services, you must ensure that the user ID and password are kept confidential. PAF may disable your user ID and password in PAF's sole discretion without notice or explanation.

Content:

The entire contents of the Web Site (including all information, software, text, displays, images and audio) and the design, are proprietary to PAF and shall not be copied or otherwise reproduced without express written permission of PAF. The content on the Web Site is for personal use or legitimate business purposes related to your role as a current or prospective: customer, supplier, or business partner of PAF. PAF retains all intellectual rights to all Web Site content.

Web Site content and availability are subject to change or deletion at any time, by PAF, without notice.

Links To Other Web Sites:

Our Web Site may contain links to third-party web sites or services that are not owned or controlled by PAF.

PAF has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that PAF shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Requests for Quotation / Purchases:

If user ID / password access grants you access rights to Request for Quotation, Purchasing or order lookup services through the Web Site, any returned Web Site pricing or stock availability is subject to PAF review and revision upon submission. All Web Site Requests for Quotation and Purchases are considered PENDING until reviewed and accepted by PAF sales personnel. All quoted stock is subject to prior sales and PAF reserves the right to revise or revoke Web Site displayed pricing, at will, and at its sole discretion due to identified entry or computational errors.

No Warranties / Liability:

This Web Site is provided "as is" without any representations or warranties, express or implied. PAF makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, PAF does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is up to date, complete, true, or accurate.
- Information on stock availability is current as it is subject to change without notice and/or prior sale.

PAF does not assume any liability for the materials, information and opinions provided on, or available through, the Web Site ("Web Site Content") or any of the services provided on, or available through, the Web Site, including, without limitation, the Customer Support services (including: Requests for Quotations, Sales order placement, order tracking) (collectively, the "Web Site Services"). Reliance on the Web Site Content and Web Site Services is solely at your own risk. PAF disclaims any liability for injury or damages resulting from the use of any Web Site Content or Web Site Services. IN NO EVENT WILL PAF, BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY CIRCUMSTANCES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEB SITE, THE WEB SITE CONTENT OR THE WEB SITE SERVICES OR ANY CONTENT OR SERVICES PROVIDED ON OR THROUGH ANY LINKED SITE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN THE WEB SITE, THE WEB SITE CONTENT OR WEB SITE SERVICES, WHETHER OR NOT THERE IS NEGLIGENCE BY PAF.

Breach of Terms and Conditions:

Without prejudice to PAF's other rights under these terms and conditions, if you breach these terms and conditions in any way, PAF may take such action as PAF deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Termination:

We may terminate or suspend access to our Web Site immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

All provisions of the Terms, which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Unenforceable provisions:

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity:

You hereby indemnify PAF and undertake to keep PAF indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by PAF to a third party in settlement of a claim or dispute on the advice of PAF's legal advisers) incurred or suffered by PAF, arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Severability:

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Law and jurisdiction:

These terms and conditions will be governed by and construed in accordance with US Law, and any disputes relating to these terms and conditions will be subject to the [non-]exclusive jurisdiction of the courts of NEW YORK.

Questions:

If you have any questions about these Terms, please contact our MIS department at 631-420-8200 or via email at privacy@pafcorp.com