Terms of Use

ORSCHELN TERMS OF USE
Welcome to this website ("Site"). Orscheln Products L.L.C. and its related companies ("Orscheln") offer this site to you subject to the following terms and conditions of use ("Terms"). Your use of this Site is your agreement to abide by each of the terms set forth below. If you do not agree with any of these terms, please do not use this site. If you have any questions about these terms, please contact us using the contact form.

General Use Restrictions
Orscheln or third parties granting rights to Orscheln hold all right, title, and interest in and to the materials on this Site, which are the copyrighted work of Orscheln or such third parties. Orscheln grants you a limited, personal, non-exclusive and non-transferable license to use and display the materials only on your personal computer only for the purposes associated with you interaction with this Orscheln website. Except as stated herein, you have no right to copy, download, display, perform, reproduce, distribute, modify, edit, alter or enhance any of the materials in any manner. This limited license terminates automatically, without notice to you, if you breach any of these terms. Upon termination, you must immediately destroy any downloaded and printed materials. You have no right, title or interest (and no copyright, trademark or other intellectual property right) in or to the site or any materials and you agree not to "frame" or "mirror" the site, any material contained on or accessible from this site on any other server or Internet-based device without the advanced written authorization of Orscheln. Orscheln does not routinely monitor your postings to the Site but reserves the right to do so. However, in our efforts to promote good citizenship within the Internet community, if Orscheln becomes aware of inappropriate use of the Site or any of its Services, Orscheln will respond in any way that, in its sole discretion, Orscheln deems appropriate. You acknowledge that Orscheln will have the right to report to law enforcement authorities any actions that may be considered illegal, as well as any reports it receives of such conduct. When requested, Orscheln will cooperate fully with law enforcement agencies in any investigation of alleged illegal activity on the internet.

Availability
Orscheln offers products, services, content and various other functionalities (collectively the “Services”) to specific regions worldwide. The Services offered to customers in one region may differ from those in other regions due to availability, local or regional laws, shipment and other considerations. Orscheln does not make any warranty or representation that a user in one region may obtain the Services from the Orscheln site in another region. Information Orscheln published on Site may contain references or cross references to Orscheln products, programs and services that are not announced or available in your country. Such references do not imply that Orscheln intends to announce such products, programs or services in your country. Consult your Orscheln business contact or utilize the Contact Form for information regarding the products, programs and services which may be available to you.

Links to Third Party Sites
This Site may be linked to other sites on the World Wide Web that are not under the control of or maintained by Orscheln. Such links do not constitute an endorsement by Orscheln of any such site. You acknowledge that Orscheln is providing these links to you only as a convenience, and you agree that Orscheln is not responsible for the content of links displayed on such sites to which you may be linked.
Disclaimer of Warranties

Your use of this Site is at your own risk. This Site may include inaccuracies or errors that may affect the quality of the materials on the Site. The materials have not been independently verified or authenticated in whole or in part by Orscheln. Orscheln does not warrant the accuracy or timeliness of the materials. Orscheln has no liability for any errors or omissions in the materials, whether provided by Orscheln or third parties.

THIS SITE IS PROVIDED TO YOU ON AN “AS IS” AND “WHERE-IS” BASIS, WITHOUT ANY WARRANTY. ORSCHELN, FOR ITSELF AND ANY THIRD PARTY PROVIDING MATERIALS, SERVICES, OR CONTENT TO THIS WEBSITE, MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SITE INCLUDING BUT NOT LIMITED TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIAL, INFORMATION, PRODUCT, OR SERVICE CONTAINED ON THE SITE. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED. ORSCHELN WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM OR CONNECTED WITH THE SITE, INCLUDING BUT NOT LIMITED TO, YOUR USE OF THIS SITE OR YOUR INABILITY TO USE THE SITE, EVEN IF ORSCHELN HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Exception for EU citizens: IF YOU ARE A RESIDENT IN THE EUROPEAN UNION, ORSCHELN DOES NOT EXCLUDE OR LIMIT ITS LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

Inaccuracies or Errors

The descriptions, pictures and other representations of products on this Site may contain inaccuracies and errors. Orscheln does not make any warranty or representation with respect to the accuracy or completeness of any such information. Furthermore, the availability of products as described on this Site may change without notice to you at any time in Orscheln's sole discretion.

Trademarks

The Orscheln logos and all products denoted with ™ or ® are trademarks or registered trademarks of Orscheln or affiliated companies. Trademarks may not be used in connection with any product or service that is not an Orscheln product or service.

Information About You and Your Visits to Our Site

We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Terms of Use Revisions

Orscheln may revise these Terms at any time without notice by updating this posting. Your continued use of the Site after such modifications have been made will constitute your acceptance of such revised Terms.

Applicable Law

Any action related to these Terms will be governed by the law of the State of Missouri, without regard to the choice or conflicts of law provisions of any jurisdiction. You agree to submit to the
jurisdiction of the courts located in the State of Missouri, for the resolution of all disputes arising from or related to these Terms and/or your use of the Site.

**Local Laws; Export Control**

Orscheln controls and operates this Site from its headquarters in the United States of America and makes no representation that the materials are appropriate or will be available for use in other locations. If you use this Site from outside the United States of America, you are entirely responsible for compliance with applicable local laws, including but not limited to the export and import regulations. The materials on this Site are subject to the United States Export Administration Laws and Regulations. Diversion of such materials contrary to United States law is prohibited. Neither the materials, nor any in-formation acquired through the use of the Site, may be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor may it be used for nuclear activities, chemical biological weapons, or missile projects, unless specifically authorized by the United States Government for such purposes. You shall comply strictly with all United States export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

**Unauthorized Activities**

Unauthorized use of any materials contained on this Site may violate copyright laws, trademark laws, the laws of privacy and publicity, certain communications statutes and regulations and other applicable laws and regulations. You alone are responsible for your actions or the actions of any person using your user name and/or password. As such, you shall indemnify and hold Orscheln and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys’ fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of the Site or the use of the Site by any person using your user name and/or password violates any applicable law or regulation, or the rights of any third party.