

Terms and Conditions of Use

By using the IQS™ Sites, you agree to these terms and conditions which govern the use of this and all related IQS™ Sites. If you fail to accept the Terms and Conditions of Use in their entirety, you must exit the IQS™ Sites immediately. For convenience, this Agreement refers to Industrial Quick Search™ and all its Sites as "we", "IQS", "IQS™ Sites", "IQS™ Site", or "IQS™ Directory"; refers to users as "you", "visitor", "users", "user"; and refers to this and all related websites as "Site." We may from time to time modify or remove these terms and conditions. If we do, this posting will be updated. You should periodically visit this portion of our Site to review the terms and conditions.

User Restrictions

This Site contains material protected by law, including but not limited to copyrights and trademarks. All material provided on this Site is the property of IQS. The material on the Site may not be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without the prior written permission of IQS™ or the copyright owner. You may not, without IQS' permission, "mirror" any material contained on this Site on any other server or hyperlink to other websites with this site.

User Conduct

You agree that, while using this Site, you shall not:

- 1) upload or transmit any information or data that is unlawful, harmful, obscene, abusive, invasive of privacy or privacy rights or otherwise objectionable, as determined by IQS™ in its sole discretion
- 2) harass or threaten any person or business
- 3) misrepresent your identity or affiliation with any other person
- 4) restrict, interfere with, or inhibit any other User from using and enjoying this Site
- 5) transmit any bulk e-mails, advertisements, or other unsolicited commercial communication or engage in spamming, flooding, or deliberate abuse of the RFQ function.
- 6) transmit any virus, Trojan Horse, worm or other harmful computer programming routine
- 7) attempt to gain unauthorized access to other computer systems through this Site

8) transmit any information through this Site that is misleading, fraudulent or counterfeit, or that infringes on any intellectual property right, copyright, patent or Trade Secret of IQS™ or any other person or entity

9) violate any local rules or applicable laws regarding online conduct and acceptable materials.

10) engage in deliberate or unlawful use of this Site

IQS™ reserves the right to terminate or modify your privileges with or without notification at our sole discretion. Violations of the User Conduct portion of this agreement will be reported directly to the Federal Trade Commission as deemed appropriate by IQS.

No Endorsement

Links to other websites do not imply an endorsement of the materials disseminated by publishers at those websites, nor does the existence of a link to another site imply that the organization or person publishing at that site endorses any of the materials at this site. IQS™ is not responsible for the materials contained at any website linked to this site. In addition, you may be bound by the terms of use and privacy provisions of other websites.

Submissions

We welcome your feedback, data, questions, answers, comments, suggestions, plans and ideas ("submissions"). IQS™ shall not be obligated to keep any submission confidential. IQS™ shall own all rights and title in the submissions and shall be free to use the submissions, without liability, for any purpose. If you would like to present confidential or proprietary information, please contact us directly so that we can make arrangements for this disclosure.

Disclaimer

IQS™ MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS WEBSITE OR ITS CONTENTS, WHICH ARE PROVIDED FOR USE "AS IS" AND "AS AVAILABLE." IQS™ DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS WEBSITE, ANY WEBSITE WITH WHICH IT IS LINKED AND ANY PRODUCTS OR SERVICES SOLD THROUGH OR RECOMMENDED BY THIS WEBSITE. IQS™ DOES NOT WARRANT THE FUNCTIONS, INFORMATION OR LINKS CONTAINED ON THIS WEBSITE OR THAT ITS CONTENTS WILL MEET YOUR REQUIREMENTS, THAT

THIS WEBSITE, OR ITS CONTENTS, ARE FIT FOR ANY PARTICULAR PURPOSE OR THAT THE OPERATION OF THIS WEBSITE OR ITS CONTENTS, WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES, CANCELBOTS OR OTHER HARMFUL COMPONENTS. YOU (AND NOT IQS) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. IQS™ DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS ON THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS WEBSITE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitations of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL IQS™ BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE MATERIALS ON THIS SITE, EVEN IF IQS™ AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF MATERIALS FROM THIS SITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL IQS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT OR NOT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE.

Indemnity

You agree to indemnify, defend and hold harmless IQS™ and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively "Industrial Quick Search Parties", singularly referred to as "IQS™ Party") from and against any claims, liability, losses, costs and expenses (including but not limited to attorneys' fees) incurred by any IQS™ Party in

connection with any use or alleged use of this website under your password by any person, whether or not authorized by you, or any other violation of this Agreement by you. IQS™ reserves the right to assume the exclusive defense and control, at its own expense, of any matter otherwise subject to indemnification by you. In such case, you agree to cooperate with IQS™ defense of such claim.

Jursidiction Issues

This website is controlled and operated by IQS™ from its offices in Michigan, United States of America. IQS™ makes no representation that materials on this website are appropriate or available for use in other locations. Those who choose to access this website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Software from this site is further subject to United States export controls. No software from this website may be downloaded or otherwise exported or re-exported (i) into Syria, North Korea, Iran, Iraq, Libya, Cuba or any other country to which the United States has embargoed goods; (ii) to a national or resident of same; or (iii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Monitoring

IQS™ has the right, but not the obligation, to monitor this Site and your use of the Site from time to time, in order to determine compliance with these terms and conditions and any other operating rules that IQS™ may establish from time to time. IQS™ is not obligated to review all information transmitted through this Site or materials posted to this Site by Users.

System Integrity

IQS™ strives to maintain useful and reliable websites and we make reasonable commercial efforts to do so. Still, outages and other interruptions will occur from time to time. Because of various factors outside of our control, we can not guarantee continuous, uninterrupted or secure access to this Site or the services provided through this Site. You agree not to hold us liable for any costs, damages, or liabilities that you incur as a result.

Choice of Law

This Agreement shall be governed by and in accordance with the laws of the State of Michigan, without regard to conflicts of law provisions, and Users of this site agree that any dispute regarding these terms and conditions shall be raised in the

courts located in Michigan.

General

If any of these terms and conditions is held to be invalid or unenforceable, then such provision shall be enforced to the maximum extent permissible so as to effect the intent of these terms and conditions, and the remainder of these terms and conditions shall continue in full force and effect. The failure of any party to exercise or enforce any rights shall not constitute a waiver of such right. These terms and conditions, together with the information provided by IQS™ on this Site, comprise the entire agreement between you and IQS™ and supercedes all prior agreements regarding the subject matter contained herein. This agreement can not be modified except in writing, signed by both parties. All provisions in this Agreement regarding representations and warranties, indemnifications, disclaimers and limitations on liability shall survive any termination of this Agreement.