

## Terms Of Use

### General Website Terms of Use

#### Agreement Between User And Worthington Power & Equipment

The Worthington Power & Equipment website is comprised of various Web pages operated by Worthington Power & Equipment.

The Worthington Power & Equipment website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Worthington Power & Equipment website constitutes your agreement to all such terms, conditions, and notices.

#### Modification Of These Terms Of Use

Worthington Power & Equipment reserves the right to change the terms, conditions, and notices, at its sole discretion, under which the Worthington Power & Equipment website is offered, including but not limited to the charges associated with the use of the Worthington Power & Equipment website.

#### Links To Third Party Sites

The Worthington Power & Equipment website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Worthington Power & Equipment and Worthington Power & Equipment is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Worthington Power & Equipment is not responsible for webcasting or any other form of transmission received from any Linked Site. Worthington Power & Equipment is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Worthington Power & Equipment of the site or any association with its operators.

#### No Unlawful Or Prohibited Use

As a condition of your use of the Worthington Power & Equipment website, you warrant to Worthington Power & Equipment that you will not use the Worthington Power & Equipment website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Worthington Power & Equipment website in any manner which could damage, disable, overburden, or impair the Worthington Power & Equipment website or interfere with any other party's use and enjoyment of the Worthington Power & Equipment website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Worthington Power & Equipment websites.

#### Use Of Communication Services

The Worthington Power & Equipment website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- ▶ Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- ▶ Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- ▶ Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- ▶ Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- ▶ Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- ▶ Conduct or forward surveys, contests, pyramid schemes or chain letters.
- ▶ Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- ▶ Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- ▶ Restrict or inhibit any other user from using and enjoying the Communication Services.
- ▶ Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- ▶ Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- ▶ Violate any applicable laws or regulations.

Worthington Power & Equipment has no obligation to monitor the Communication Services. However, Worthington Power & Equipment reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Worthington Power & Equipment reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

Worthington Power & Equipment reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Worthington Power & Equipment's sole discretion.

## General Website Terms of Use (continued from Page 1)

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Worthington Power & Equipment does not control or endorse the content, messages or information found in any Communication Service and, therefore, Worthington Power & Equipment specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Worthington Power & Equipment spokespersons, and their views do not necessarily reflect those of Worthington Power & Equipment.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

## Materials Provided To Worthington Power & Equipment Or Posted At its Website

Worthington Power & Equipment does not claim ownership of the materials you provide to Worthington Power & Equipment (including feedback and suggestions) or post, upload, input or submit to any Worthington Power & Equipment website or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting Worthington Power & Equipment, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. Worthington Power & Equipment is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in Worthington Power & Equipment's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

## LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE Worthington Power & Equipment WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. Worthington Power & Equipment AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE Worthington Power & Equipment WEBSITE AT ANY TIME. ADVICE RECEIVED VIA THE Worthington Power & Equipment WEBSITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

Worthington Power & Equipment AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE Worthington Power & Equipment WEBSITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. Worthington Power & Equipment AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Worthington Power & Equipment AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE Worthington Power & Equipment WEBSITE, WITH THE DELAY OR INABILITY TO USE THE Worthington Power & Equipment WEBSITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE Worthington Power & Equipment WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE Worthington Power & Equipment WEBSITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF Worthington Power & Equipment OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE Worthington Power & Equipment WEBSITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE Worthington Power & Equipment WEBSITE.

**Service Contact:** [customerservice@worthingtonpower.net](mailto:customerservice@worthingtonpower.net)

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## Liability Disclaimer (continued from Page 2)

### Termination/Access Restriction

Worthington Power & Equipment reserves the right, in its sole discretion, to terminate your access to the Worthington Power & Equipment website and the related services or any portion thereof at any time, without notice. GENERAL To the maximum extent permitted by law, this agreement is governed by the laws of the State of Minnesota, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Nobles County, Minnesota, U.S.A. in all disputes arising out of or relating to the use of the Worthington Power & Equipment website. Use of the Worthington Power & Equipment website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Worthington Power & Equipment as a result of this agreement or use of the Worthington Power & Equipment website. Worthington Power & Equipment's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Worthington Power & Equipment's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Worthington Power & Equipment website or information provided to or gathered by Worthington Power & Equipment with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Worthington Power & Equipment with respect to the Worthington Power & Equipment website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Worthington Power & Equipment with respect to the Worthington Power & Equipment website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

## Copyright And Trademark Notices:

All contents of the Worthington Power & Equipment website are: Copyright ©2008 Worthington Power & Equipment and/or its suppliers. All rights reserved.

### Trademarks

The names of actual companies and products mentioned herein may be the trademarks of their respective owners.

Any rights not expressly granted herein are reserved.

## Notices And Procedure For Making Claims Of Copyright Infringement

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

### To Make a Claim of Copyright Infringement

Please submit your claim in writing to [customerservice@worthingtonpower.net](mailto:customerservice@worthingtonpower.net) or send it by postal mail to:

#### Worthington Power & Equipment

ATTN: Website Administrator

118 Highways 59 & 60

PO Box 188

Worthington, MN 56187

#### Be sure to include:

- ▶ Your Full Name and Full Company Name (if applicable)
- ▶ Your Email Address
- ▶ Your Mailing Address
- ▶ URL of the page(s) containing the item(s) in question, as well as any relevant file names
- ▶ Description of why you feel this/these item(s) infringing on copyright

Worthington Power & Equipment takes the issue of Copyright Infringement very seriously. We will respond to your claim within 24 hours of receipt.

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**Terms of Use (continued from Page 3)**

## Worthington Power & Equipment Online Store Terms of Use

### Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Worthington Power & Equipment does sell products for children, but it sells them to adults, who can purchase with a credit card or other permitted payment method. If you are under 18, you may use the Worthington Power & Equipment website only with involvement of a parent or guardian. Worthington Power & Equipment reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

### Required Information

To complete a purchase on the Worthington Power & Equipment website, you must provide the following information:

- ▶ First and Last Name
- ▶ Valid Mailing Address (Street Address, City, State, Zip)
- ▶ Home Telephone Number
- ▶ Valid Email Address\*
- ▶ Valid Payment Method (Name on Card, Credit Card Number, Expiration Date, CVC2 code)

*\*A confirmation email is sent to the email address you provide when you create an account. If your email address is not validated, your account cannot be confirmed, and no purchases can be made.*

You will not be able to complete the checkout process if all requirements have not been met. For information on how this information is used and protected, please view our Privacy Policy

### REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Visitors may post reviews, comments, photos, and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Worthington Power & Equipment reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant Worthington Power & Equipment a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Worthington Power & Equipment and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Worthington Power & Equipment for all claims resulting from content you supply. Worthington Power & Equipment has the right but not the obligation to monitor and edit or remove any activity or content. Worthington Power & Equipment takes no responsibility and assumes no liability for any content posted by you or any third party.

### Products

#### Pricing

Except where noted otherwise, the List Price displayed for products on our website represents the full retail price listed on the product itself. The List Price does not include sales tax (where applicable) or shipping rates. The List Price may change on any product at any time, at the sole discretion of Worthington Power & Equipment. No refunds will be offered to the customer for previously purchased items in the event of a change to the List Price of any given item.

#### Product Descriptions

Worthington Power & Equipment attempts to be as accurate as possible. However, Worthington Power & Equipment does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If a product offered by Worthington Power & Equipment itself is not as described, your sole remedy is to return it in unused condition.

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## Products (continued from Page 4)

### Sales Tax

Sales tax is only required for orders shipping into states where Worthington Power & Equipment has or may have nexus for state tax purposes under applicable laws. Therefore all orders shipping into Minnesota will be charged applicable sales tax. Please note that the sales tax for Minnesota orders is calculated based upon the total price of the order, including shipping and handling. If the item is exempt from sales tax, the shipping and handling charges are also exempt. The tax imposed by these states on shipping and handling is part of the state sales tax, not a separate tax.

### Payment Methods

Worthington Power & Equipment only accepts credit card payments from VISA, Mastercard, Discover Network and American Express.

### Order Processing

All orders will be processed within a 24–48-hour period, during normal hours of business. Worthington Power & Equipment does not process orders on weekends or holidays. Your payment is processed before the order is shipped to you. You will receive email notification when the order has been shipped.

### Shipping Methods

- ▶ **Slowest**  
USPS—Parcel Post (Ground Rate)
- ▶ **Faster**  
UPS—Ground
- ▶ **Fastest**  
UPS—Next Day Air®

### Shipping Timetable

While all orders are processed as quickly as possible, individual items in the order can take longer to ship than others. Worthington Power & Equipment provides shipping timeline estimates on a product-per-product basis, using the phrasing “Usually Ships In n–x Business Days” on the product details page (eg. Usually ships in 2–4 Business Days). This timeline is provided to give you an estimated timeline of a product shipment, but is not a guaranteed timetable. You will be notified via email if a product does take longer to ship than estimated, at which point you will have the option to cancel your order and receive a refund. Reasons an item may be delayed include without limitation: acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

### Risk of Loss

All items purchased from Worthington Power & Equipment are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier. For more information on our Shipping Practices, please view our Shipping Policy