

Terms of Use

COPYRIGHT INFORMATION

All Fluidcontrol.net materials (including without limitation all text, articles, slogans, images, logos, software and design) are Copyright © 2007 Fluidcontrol.net, which is the primary website of Fluid Control Products, Inc. All rights reserved.

All other trademarks, product names, company names or logos cited herein are the property of their respective owners.

These materials may not be copied or redistributed for commercial purposes or for compensation of any kind without prior written permission from Fluidcontrol.net or their respected owners

LICENSE AND SITE ACCESS

Fluidcontrol.net grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of Fluidcontrol.net. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Fluidcontrol.net. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Fluidcontrol.net and our affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilizing Fluidcontrol.net's name or trademarks without the express written consent of Fluidcontrol.net. Any unauthorized use terminates the permission or license granted by Fluidcontrol.net. You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of Fluidcontrol.net so long as the link does not portray Fluidcontrol.net, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive manner. You may not use any Fluidcontrol.net logo or other proprietary graphic or trademark as part of the link without express written permission.

REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Visitors may refer friends, send product information, 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 communication or other content. Fluidcontrol.net reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

SHIPPING

All items purchased from Fluidcontrol.net 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. Fluidcontrol.net will use commercially reasonable efforts to ship Products. Fluidcontrol.net will use commercially reasonable efforts to package all shipments in a manner to prevent damage during shipment.

PRODUCT DESCRIPTIONS

Fluidcontrol.net and its affiliates attempt to be as accurate as possible. However, Fluidcontrol.net 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 Fluidcontrol.net itself is not as described, your sole remedy is to return it under the conditions set forth in Fluidcontrol.net's Return Policy.

OTHER BUSINESSES

Parties other than Fluidcontrol.net and its subsidiaries may sell product lines on this site. In addition, we provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their Web sites. Fluidcontrol.net does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy policies and other conditions of use. We do not control the privacy policies of our business partners, advertisers, sponsors or other sites to which we provide hyperlinks.

DISCLAIMER OF WARRANTIES

FLUIDCONTROL.NET PROVIDES ALL PRODUCTS, MATERIALS AND SERVICES TO ITS CUSTOMERS "AS IS," AND FLUIDCONTROL.NET DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. However, the foregoing disclaimer does not limit any warranties provided by product vendors to either Fluidcontrol.net or its Customers. To the extent any order includes a message from the Customer to the recipient of the order, Customer acknowledges that Fluidcontrol.net will not screen or review any such message and Customer agrees to indemnify and hold harmless Fluidcontrol.net from and for any claim allegation, cost, loss, or liability of Fluidcontrol.net related to any such message or its inclusion in any order, or any other aspect of these policies. Each party acknowledges that it has not entered into this agreement in reliance upon any warranty or representation except as specifically set forth herein. FLUIDCONTROL.NET HAS NOT LICENSED OR PROVIDED AND DOES NOT HEREBY LICENSE OR PROVIDE ANYONE THE RIGHT TO USE ANY LOGO, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY OF FLUIDCONTROL.NET, ANY SUPPLIER OR VENDOR, OR ANY OTHER PARTY.

LIMITATION OF LIABILITY

NEITHER FLUIDCONTROL.NET NOR ITS SUPPLIERS SHALL BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS (INCLUDING DUE TO NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL FLUIDCONTROL.NET BE LIABLE IN AN AMOUNT GREATER THAN THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO Fluidcontrol.net HEREUNDER. THE ONLY LIABILITY FLUIDCONTROL.NET WILL HAVE WITH RESPECT TO ANY DEFECTIVE PRODUCTS, DAMAGED PRODUCTS, UNMERCHANTISABLE PRODUCTS, AND/OR PRODUCTS ERRONEOUSLY SHIPPED WILL BE THE RETURN RIGHTS OF CUSTOMERS AND THE OBLIGATION TO PROVIDE THE CONDITIONS SET FORTH IN FLUIDCONTROL.NET'S RETURN POLICY.

APPLICABLE LAW

By visiting Fluidcontrol.net, you agree that the laws of the State of Illinois, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Fluidcontrol.net or its affiliates.

DISPUTES

Any dispute relating in any way to your visit to Fluidcontrol.net or to products you purchase through Fluidcontrol.net shall be submitted to confidential arbitration in Litchfield, Illinois, except that, to the extent you have in any manner violated or threatened to violate Fluidcontrol.net's intellectual property rights, Fluidcontrol.net may seek injunctive or other appropriate relief in any state or federal court in the State of Illinois, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this agreement shall be

joined to an arbitration involving any other party subject to this agreement, whether through class arbitration proceedings or otherwise.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies, such as our pricing policy, posted on this site. These policies also govern your visit to Fluidcontrol.net. We reserve the right to make changes to our site, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

OUR ADDRESS AND CONTACT INFORMATION

826 Morton Court Unit A

Litchfield, IL 62056, USA

www.Fluidcontrol.net

Phone: (217) 324-3737

Fax: (217) 324-3717

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Fluidcontrol.net's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying Fluidcontrol.net and its affiliates that you believe that your copyrighted material may have been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the site, including the auction ID number, if applicable;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

DISCOUNTS AND COUPONS

Promotional code discounts and coupons are valid for one purchase only, and may not be used in conjunction with other discounts, coupons or promotions. Other limitations and/or provisions may apply to promotional code discounts.

Fluidcontrol.net reserves the right to refuse orders from distributors, dealers, warehouse stores, individuals, or entities outside the scope of specific offers or promotions, whether made in print or electronically, and when such special offers and promotions are extended by any party other than Fluidcontrol.net.

FRAUDULENT TRANSACTIONS

Fluidcontrol.net reserves the right to investigate and/or refuse any transactions/purchases that would appear, in the estimation of the vendor, to be fraudulent, dishonest or deceitful.

If you have any further questions, please contact us.