

Website Terms of Use

Last Revised: April 1, 2020

The following terms and conditions (the “Website Terms of Use”) constitute a binding agreement between you and Northeast Controls Inc. (“Northeast Controls,” “we,” or “us”) with respect to your use of all Northeast Controls’-owned websites and domains (collectively, the “Site”) and the services available on the Site (collectively, the “Services”), including any Content (as defined in Section 2 below). **By accessing or using the SERVICES in any manner (whether automated or otherwise), you (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE WEBSITE TERMS OF USE AND OUR PRIVACY POLICY, WHICH IS INCORPORATED HEREIN BY REFERENCE, and (B) affirm that you are at least 18 years of age (or have reached the age of majority in the jurisdiction where you reside). IF YOU DO NOT AGREE TO THESE WEBSITE TERMS OF USE OR OUR PRIVACY POLICY, DO NOT USE THE SERVICES.**

1. Changes to Website Terms of Use. We may revise and update these Website Terms of Use from time to time in our sole discretion. The date these Website Terms of Use were last updated is set forth at the top of this page. All changes are effective 30 days after posting for current users and immediately for new users and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Website Terms of Use means that you accept and agree to the changes.



2. Scope of and Restrictions on Use. Subject to these Website Terms of Use, Northeast Controls grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your legitimate business purposes, including any graphics, text, instructions, images, audio files and/or other sounds, videos, and other materials you may view on, access through, or are otherwise related to the Services (collectively, the “Content”). Except as otherwise provided in these Website Terms of Use, the Content may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose, without the express written permission of Northeast Controls. You agree not to:

- collect information from the Services using an automated software tool or manually on a mass basis
- use automated means to access the Services, or gain unauthorized access to the Services or to any account or computer system connected to the Services;
- obtain, or attempt to obtain, access to areas of the Site or our systems that are not intended for access by you;
- “flood” the Services with requests or otherwise overburden, disrupt, or harm the Services or our systems;
- restrict or inhibit other users from accessing or using the Services;
- modify or delete any copyright, trademark, or other proprietary rights notices that appear on the Site or in the Content; or
- access or use the Services or Content for any unlawful purpose or otherwise beyond the scope of the rights granted herein.

3. Ownership. The Services (including the Content) are owned by Northeast Controls and its licensors and are protected under copyright, trademark, and other applicable United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed on the Site are registered and unregistered marks Northeast Controls and its licensors. You acknowledge and agree that, as between you and Northeast Controls; Northeast Controls is and shall remain the sole owner of the Services and the Content, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.



NORTHEAST CONTROLS, INC.

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Buffalo • 6000 N. Bailey Avenue Suite 2B, Amherst, New York 14226 • Phone: (716)831-1960 • Fax: (716)831-1966

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Certificate No.
Cert-0121193

4. Account Registration and Security. Access to and use of certain Services may require you to register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through your account, regardless of who conducts those activities. You may not share your account with anyone or allow anyone else to access or use your account. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to immediately notify Northeast Controls of any unauthorized use of your account, or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your username or password.

5. Feedback. While we appreciate your interest in the Services and our business, Northeast Controls does not want and cannot accept any ideas or information users consider confidential and/or proprietary. This is to avoid the possibility of future misunderstandings when projects independently developed by or on behalf of Northeast Controls might seem to others to be similar to users' own creative ideas, suggestions, and/or materials. Except with respect to your personal information as expressly provided for in our Privacy Policy all comments, suggestions, ideas, drawings, concepts, or other information or materials disclosed or offered to us by you via the Services or in response to solicitations on the Site shall be deemed to be non-confidential and non-proprietary.

6. Electronic Communications. The communications between you and Northeast Controls via the Services use electronic means. For contractual purposes, you consent to receive communications from us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

7. Other Terms and Conditions. All purchases made through the Services or other transactions for the sale of products or services formed through the Services are governed by our separate, applicable Terms and Conditions. To the extent that they may be applicable to specific portions or features of the Services, those Terms & Conditions, together with any other applicable policies, rules, or guidelines, are



incorporated into these Website Terms of Use. If you do not agree to be bound to such additional terms and conditions, you should not indicate any assent or acceptance of such terms and conditions.

8. Privacy Policy. You acknowledge and agree that all information collected by Northeast Controls is subject to our Privacy Policy. By using the Services, you consent to all actions we take with respect to your information in compliance with our Privacy Policy.

9. Change and Suspension.

9.1. Changes to the Services. Northeast Controls reserves the right to make changes to, suspend, or discontinue (temporarily or permanently) the Services or any portion thereof (including any Content) at any time. You agree that Northeast Controls will not be liable to you or to any third party for any such change, suspension, or discontinuance.

9.2. Suspension/Termination of Access. Northeast Controls has the right to deny access to, and to suspend or terminate your access to, the Services or to any features or portions thereof, at any time and for any reason, including if you violate these Website Terms of Use. In the event that we suspend or terminate your access to the Services, you will continue to be bound by the Website Terms of Use that were in effect as of the date of your suspension or termination.

10. Disclaimer; Limitation of Liability.

10.1. Disclaimer of Warranties. THE SERVICES AND THE CONTENT ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, AND APPLIED CONTROL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER NORTHEAST CONTROLS NOR ANY PERSON ASSOCIATED WITH NORTHEAST CONTROLS MAKES ANY REPRESENTATION OR WARRANTY



WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER NORTHEAST CONTROLS NOR ANYONE ASSOCIATED WITH NORTHEAST CONTROLS REPRESENTS OR WARRANTS THAT THE SERVICES OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, CONTENT, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

10.2. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL NORTHEAST CONTROLS OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE WEBSITE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE. USE OF THE SERVICES IS AT YOUR SOLE RISK.

10.3. Exclusions. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 12 may not apply to you.

11. Indemnification. You agree to indemnify, defend, and hold Northeast Controls and its officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from your use of the Services and/or any Content, or any violation of these Website Terms of Use or applicable law. We reserve the right, at our own expense, to assume



the exclusive defense and control of any action subject to indemnification by you, and in such event you agree to cooperate with us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Website Terms of Use.

12. Third-Party Materials. The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, “Third-Party Materials”). You acknowledge and agree that Northeast Controls is not responsible for any Third-Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. Northeast Controls does not assume and will not have any liability to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties’ terms and conditions.

13. Miscellaneous.

13.1. Governing Law; Jurisdiction and Venue. These Website Terms of Use and any dispute or claim arising out of or related to these Website Terms of Use, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of New York, other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of New York.

13.2. Waiver and Severability. Our failure to exercise or enforce any right or provision of these Website Terms of Use will not constitute a waiver of such right or provision. If any provision of these Website Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Website Terms of Use will continue in full force and effect.



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13.3. Entire Agreement. These Website Terms of Use, including our Privacy Policy, constitute the sole and entire agreement between you and Northeast Controls with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

14. Questions. If you have any questions about the Services or these Website Terms of Use, please call us at 518-664-6600, email us at info@northeastcontrols.com, or write to us at:

Northeast Controls Inc.
3 Enterprise Ave
Clifton Park, New York 12065
Attention: WEBMASTER

