

CARL STAHL AMERICAN LIFTING, INC.
WEBSITE TERMS OF USE

Last updated on **July**, 2020

Introduction

These Website Terms of Use ("Terms of Use") governs your use of the websites owned and operated by Carl Stahl American Lifting, Inc. and its affiliates, subsidiaries, divisions and brands (collectively, "CSA"), including www.americanlifting.com, www.amlift.com and **www.carlstahl-hebetechnik.us** and corresponding social media websites and mobile applications (referred to each as a "Website" or collectively as the "Websites").

By using a Website, you agree to follow these Terms of Use. When these Terms of Use refer to "use" of a Website, the term "use" is intended to be broadly construed to include any direct or indirect access to or use of the Website or any information or data included on the Website.

1. Third Party Websites

These Terms of Use does not apply to any other website owned or operated by any third party retailer, supplier or service provider; even if such third party links to a website owned by CSA or CSA links to that third party website. Accordingly, these Terms of Use does not apply to the practices of any third party, affiliate, or business partner that CSA does not own or control. Additionally, the owners of social media services may have additional terms and conditions that supersede these Terms of Use depending on a user's own personal preferences with that social media provider. You acknowledge that CSA does not control such third party websites and is not responsible for any content, services, products or practices of such third parties.

2. Other Agreements And Policies

These Terms of Use relates only to your use of a Website and is further subject to CSA's Website Privacy Policy, which governs CSA's policy with respect to collection and use of information through the Websites; and CSA's Standard Terms and Conditions of Sale, which govern sales of products through the Website.

3. Changes To Terms Of Use

CSA reserves the right to change these Terms of Use in its sole discretion without advance notice. Changes to these Terms of Use become effective on the date when the updated Terms of Use are published on a Website. By using the Site after a change in the Terms of Use, you agree to follow and be bound by the Terms of Use as amended.

4. Modifications To Websites, Products And Services

CSA reserves the right to modify in whole or in part, or temporarily or permanently discontinue, any Website or any products, services or content contained on a Website for any reason and at any time and without notice to you. Should you be unable to locate an item you saw on a

previous visit to our Websites, please contact our Customer Service department and we will make every effort to meet your needs.

5. Website Availability

CSA periodically schedules system downtime for maintenance and other purposes and the Website may be unavailable due to unplanned system outages or circumstances outside of CSA's control. CSA shall have no liability to any user or third party whatsoever for the resulting unavailability of a Website or for any loss of data or transactions caused by planned or unplanned system outages or the resultant delay, misdelivery, or non-delivery of information caused by such system outages.

6. Product Display

CSA has made every effort to accurately display the products featured on the Websites. However, the colors we use and the capabilities of your computer monitor will affect the colors you see on your screen. We cannot guarantee that your monitor's display of any color, texture, or merchandise details will be accurate.

7. Website Errors

We attempt to provide the most recent, accurate, and reliable information on our Websites. However, there may be occasions when information featured on our Websites may contain typographical errors, incomplete data, inaccuracies, or items featured on the Websites that are no longer in stock. We do not warrant that the information accessible via these Websites is accurate, complete or current. Any errors are unintentional and we apologize if erroneous information is reflected in merchandise price or item availability, or in any way affects your individual order. We reserve the right to correct errors and to update product information at any time.

8. Security

The Websites may utilize both secure and non-secure sections and pages. CSA uses commercially reasonable security protocols to protect the transmission of data submitted using the secure portions of the Website. Before submitting any sensitive data using the Website, be sure your web browser displays a secure web address beginning with "https://..." CSA cannot guarantee that unauthorized third parties will never be able to defeat the security measures employed by CSA. Although we cannot guarantee that our systems are 100% secure 100% of the time, we periodically update our technology in order to improve the protection of customer information.

9. Ownership Of Website Content

CSA, its affiliates or its third party licensors own all copyrights, trademarks, trade dress and other intellectual property contained on the Websites or contained in email correspondence you may receive through a Website ("Content"). Content includes images, illustrations, designs, icons, photographs, trademarks, logos, text, software, sounds and the arrangement of Content on

the Websites as a whole. You shall not use any Content for any purpose without the prior written consent of CSA or the respective owner of such Content.

10. Use Of The Websites

You agree to use the Websites only for lawful purposes. You agree not to do any of the following: (a) communicate to CSA or upload to or transmit on a Website any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner; (b) use a Website to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (c) intercept or attempt to intercept electronic mail not intended for you; (d) misrepresent an affiliation with any person or organization; (e) restrict or inhibit use of a Website by others; (f) upload or otherwise transmit files that contain a virus or corrupted data; (g) collect information about others (including email addresses) without their consent (h) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over a Website or that you have a contractual obligation to keep confidential (notwithstanding its availability on a Website); (i) post "spam", transmit chain letters or engage in other similar activities; or (j) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of a Website, or which, as determined by CSA, may harm CSA or users of a Website or expose them to liability.

You understand and acknowledge that you are responsible for whatever content you submit, and you, not CSA, have full responsibility for such content, including its legality, reliability and appropriateness. By uploading or otherwise transmitting material to CSA or to any area of a Website, you warrant that the material is your own or is in the public domain or otherwise free of proprietary or other restrictions and that you have the right to communicate it to CSA and/or post it to a Website. You grant to CSA the right to use all content you upload or otherwise transmit to CSA or a Website in any manner CSA chooses, including, but not limited to, copying, displaying, performing or publishing it in any format whatsoever, modifying it, incorporating it into other material or making a derivative work based on it.

CSA reserves the right, but does not assume any responsibility, to (a) remove any material posted on a Website which CSA, in its sole discretion, deems inconsistent with the foregoing commitments, including any material CSA has been notified, or has reason to believe, constitutes a copyright infringement; and (b) terminate any user's access to all or part of a Website. However, CSA can neither review all material before it is posted on a Website nor ensure prompt removal of objectionable material after it has been posted. Accordingly, CSA assumes no liability for any action or inaction regarding transmissions, communications or content provided by third parties. CSA reserves the right to take any action it deems necessary to protect the personal safety of users of a Website and the public; however, CSA has no liability or responsibility to anyone for performance or nonperformance of the activities described in this paragraph.

Your failure to comply with the above provisions may result in the termination of your access to the CSA Website and may expose you to civil and/or criminal liability.

11. User Feedback And Product Reviews

Portions of the Websites may allow users to submit product reviews and CSA welcomes user and customer comments regarding the Websites and CSA products and services. However, any non-personal information you transmit to CSA through a Website is not, and will not be treated as private, confidential or proprietary. We may make unrestricted use of any non-personal information you transmit to CSA through a Website.

Should you post any review on a Website, you grant CSA and its third party marketing and advertising partners the right to use, publish, republish, and distribute that review, or portions thereof, online, in product catalogs and other marketing and advertising materials.

12. Unsolicited Ideas

CSA welcomes feedback, questions and comments about its products, services and its Websites. As a general policy, CSA does not accept unsolicited ideas for products or services through the Websites. All communications and other materials (including, without limitation, unsolicited ideas, photographs, drawings, suggestions, or materials) you send to a Website by e-mail or otherwise will upon submission become the sole and exclusive property of CSA and may be used by CSA for any purpose whatsoever, commercial or otherwise, without compensation to you.

13. Account And Membership Information

Certain portions of the Websites may allow you to set up an account or subscribe to certain features or benefits, including creating a unique user name and password or providing certain personal information. By joining, subscribing or submitting information to CSA through a Website, you expressly agree to (a) keep your login and password information confidential; (b) ensure that any person accessing your account is aware that the account is subject to these Terms of Use; (c) supervise and be responsible for any use of your account; (d) promptly change your login information if you believe that an unauthorized person has access to your login information.

Furthermore, by joining, subscribing or submitting information to CSA through a Website, you expressly grant CSA, its affiliate, or third party service provider the right to communicate with you via e-mail, mail, fax or telephone.

You are also responsible for maintaining the confidentiality of your account information and password and for restricting access to such information and to your computer. You agree to accept responsibility for all activities that occur under your account or password. CSA reserves the right to suspend or cancel any user account for any other reason in its sole and absolute discretion.

14. Warranty And Liability Disclaimers

CSA does not assume any liability for the materials, information and opinions provided on, or available through, the Website or any other CSA web site (Site Content). Reliance on the Site Content is solely at your own risk. CSA disclaims any liability for injury or damages resulting

from the use of any Site Content.

THE WEBSITES, THE CONTENT AND THE PRODUCTS AND SERVICES PROVIDED ON OR AVAILABLE THROUGH ANY WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. NEITHER CSA NOR ANY PERSON ASSOCIATED WITH CSA MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE QUALITY, ACCURACY, OR AVAILABILITY OF ANY WEBSITE. SPECIFICALLY, BUT WITHOUT LIMITING THE FOREGOING, NEITHER CSA NOR ANYONE ASSOCIATED WITH CSA WARRANTS OR REPRESENTS THAT ANY WEBSITE, ITS CONTENT OR THE SERVICES PROVIDED ON OR THROUGH SUCH WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT THE WEBSITES OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE WEBSITES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. CSA DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

15. Limitation On Damages

IN NO EVENT WILL CSA OR ITS LICENSORS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, ANY WEBSITE, ITS CONTENT, ANY SERVICES PROVIDED ON OR THROUGH SUCH WEBSITE OR ANY LINKED SITE, INCLUDING ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS OR DAMAGES RESULTING FROM DELAY, INTERRUPTION IN SERVICE, VIRUSES, DELETION OF FILES OR ELECTRONIC COMMUNICATIONS, OR ERRORS, OMISSIONS OR OTHER INACCURACIES IN ANY WEBSITE OR ITS CONTENT, WHETHER OR NOT THERE IS NEGLIGENCE BY CSA AND WHETHER OR NOT CSA HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

IF YOU HAVE A CLAIM AGAINST CSA THAT ARISES OUT OF THESE TERMS OF USE OR IS OTHERWISE RELATED TO THE WEBSITE, THEN IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CSA TO YOU BE MORE THAN THE GREATER OF:
(A) THE AMOUNT YOU HAVE PAID CSA FOR SERVICES RELATED TO THE WEBSITE OVER THE PRECEDING TWELVE (12) MONTHS; OR (B) \$100.

16. Indemnification

You agree to defend, indemnify and hold harmless CSA and its affiliates and subsidiaries; and their respective officers, directors, owners, agents, employees, affiliates, licensees and licensors, from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Websites in violation of any of these Website Terms of Use.

17. Governing Law And Jurisdiction

This Policy, and CSA's collection and use of customer information, shall be governed and interpreted in accordance with the laws of the United States and the State of Wisconsin.

18. Dispute Resolution

Any dispute of any sort that might arise between CSA and you, including without limitation any matters or disputes relating to or arising from the use of or access to any Website in connection with any purchase or use of any product, service, or information offered or made available through CSA, or arising from or relating to any communication between you and CSA or its agents, will be determined by binding arbitration before a single, neutral arbitrator administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The place of arbitration will be Milwaukee, Wisconsin and the arbitration will be conducted in English. Judgment on any arbitration award may be entered in any court of competent jurisdiction, and the parties intend that it will be enforceable in accordance with the Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Any claim by you with respect to any transaction must be initiated within one year after the cause of action has arisen. CSA and Customer both agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

19. Governing Language

Any translation of this Policy is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of these Terms of Use shall govern.

20. Termination

Your failure to comply with these Website Terms of Use automatically revokes your authorization to use the Websites and terminates all rights granted to you under the Website Terms of Use. Your obligations to CSA and its affiliates and third party service providers relating to your use of a Website or products purchased on or through a Website prior to termination shall continue after termination. Restrictions regarding the Content, disclaimers and liability limitations under the Website Terms of Use shall survive termination of these Terms of Use for any reason.

21. Miscellaneous

We display these Websites and the Content solely to market and promote products and services in the United States. If any provision of these Website Terms of Use, or any portion thereof, is found to be unenforceable, it shall be enforced to the maximum extent permissible so as to affect the intent of the Website Terms of Use, and the rest of the Website Terms of Use shall remain in full force and effect. These Website Terms of Use are the entire agreement between you and CSA and its affiliates and subsidiaries relating to use of or access to any of the Websites. These

Website Terms of Use supersede and cancel any prior written or oral agreement between you and CSA and its affiliates and subsidiaries, which shall have no further force or effect.