

## **1. Terms of Use.**

Thank you for visiting and using the ARCHITECTURAL SYSTEMS, INC. (“ASI,” “we,” “our” and words of similar import) website. By using ASI’s website, YOU AGREE THAT YOU ACCEPT OUR TERMS and CONDITIONS OF USE (“Terms of Use”), explained below. As used in this explanation, “Terms of Use” means all of the conditions, policies, legal information, privacy policies, limitation of liability and disclaimer and other matters to which you must agree in order to gain access to and use ASI’s website.

ASI reserves the right to make changes to Terms of Use other terms and conditions of this website from time to time, without notice. You should familiarize yourself with the Terms of Use whenever you decide to enter the website because we may have changed the Terms of Use.

If you do not wish to be bound by these Terms of Use, please do not use our website. You agree that your use of this website for any purpose constitutes your acceptance of all of the terms and conditions of these Terms of Use. You agree that your ability to discontinue use of this website is your sole and exclusive remedy for your dissatisfaction with our website or your inability to accept the terms and conditions of use.

If you purchase any products from this website, you must be (1) older than 18 years of age; (2) an architectural, construction or design professional; (3) a business or residential customer; (4) provide accurate and truthful billing, payment and credit information (if separately requested in writing on ASI’s confirmation of order form) and (5) if you confirm your on-line purchase as required, you agree to accept and pay for such purchases in accordance with ASI’s standard terms and conditions of sale and confirmation of order. Please see the section, “ASI On-line Purchases and click on the link, “On-line Purchases” to review our standard terms and conditions.

## **2. Disclaimers/ Errors.**

You agree that your use of our website is at your sole risk. ASI provides no warranties for this website. ASI’s website and the information contained in the website is provided to you AS, IS, WHERE IS, without any express, implied or statutory remedies or warranties of any kind. Although we attempt to provide accurate information, we do not guaranty that the information, including links to third party documents or sites, contained on this website is error-free or accurate.

## **3. Intellectual Property.**

All of the materials on this website, including, but not limited to, illustrations, text and downloads are intended for only your personal use and not for any use in commercially exploiting them. Except for your personal, non-commercial use, you are not authorized to reproduce any of the contents of our website without ASI’s prior express written consent. We do not convey any right, interest, title or license to you as a result of your down-loading or copying information from our site. You may not reproduce for commercial purposes, publish, transmit,

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The content of this source is for your use only as a resource; all other uses, including without limitation, modification, distribution, transmission, reproduction, display or other use are strictly prohibited.

#### **4. Trade Names, Trademarks and Copyrights.**

The trade names, trademarks and copyrights on this website belong to the owners of the trade marks, trade names and copyrights. We and they do not grant you any ownership or interest in or right to use, modify, make derivatives or commercialize them in any way. The content of this website belongs to ASI or by third parties who have licensed their materials to us and are protected by U.S and international copyright laws. Our collection, arrangement and assembly of content on our site is our exclusive property and is also protected by U.S. and international copyright laws. Access to and use of ASI's website does not grant you or anyone else the right to use any name, logo, mark or content in any manner.

#### **5. Links or References to Third Parties.**

We provide references or links to any other site from our website solely for your convenience. We do not provide these links or references to adopt the contents of such links or to directly or indirectly signify that we endorse, sponsor or recommend the third party or the contents of the information to which you are linked. Your use of our website constitutes your agreement that ASI is not responsible for the practices or policies of third parties and that these links do not constitute our representations as to the accuracy or content of the material. If you link to a third party, you do so at your own risk.

#### **6. Product Colors and Textures.**

Although we make every attempt to provide accurate representations of the products, their textures, and the colors in which they are available on this website, we cannot guaranty that the texture or color you see on our website matches the texture and color of the product because your ability to view these items partially depends on the quality of our depiction of the products and your monitor. Please request a sample as indicated to assure yourself about the color and texture of a product. Please click on the section called, "Request Samples" where you will find a list of the samples available and you shipping costs for the delivery of samples.

#### **7. Indemnification.**

Your use of our website constitutes your agreement to defend, hold harmless and indemnify ASI, its affiliates and their respective officers, shareholders, directors, employees and agents from and against any claims, investigations, lawsuits, damages, judgments, penalties,

costs and expenses, including the fees of attorneys and other professionals arising from or related to your access or your use of this site and breach of any of the Terms of Use.

## **8. Termination.**

We reserve the right to terminate your use of this website at any time.

## **9. Privacy.**

Your use of this website constitutes your agreement that we can use any personal information that you provide to us through your use and access of this website in accordance with ASI's privacy policy. We will use your information only in accordance with our privacy policy and keep your information secure.

## **10. Limitation of Liability; Exclusion of Consequential Damages.**

**UNDER ANY THEORY OF LAW, WHETHER LEGAL OR EQUITABLE, WHETHER IN TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR OTHERWISE, ASI AND ITS AFFILIATES AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS AND AGENTS SHALL NOT BE LIABLE FOR, RESPONSIBLE FOR, ACCOUNTABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOOD WILL, LOST DATA, WORK STOPPAGE, SIMILAR DAMAGES, JUDGMENTS, OR PENALTIES, OF ANY KIND OR NATURE THAT ARISE FROM, RELATE TO OR ARE IN ANY WAY CONNECTED TO ASI'S WEBSITE, YOUR USE OF ASI'S WEBSITE, YOUR ABILITY OR INABILITY TO ACCESS THIS WEBSITE, THE ACCURACY OR INACCURACY OF CONTENTS OR RESULTS, COMPUTER FAILURE OR MALFUNCTION, MONITOR INACCURACY, WHETHER OR NOT ASI KNOWS OR SHOULD HAVE KNOWN THAT SUCH CONSEQUENCES WERE POSSIBLE. IN NO EVENT WILL ASI BE RESPONSIBLE FOR ANY DAMAGES RESULTING FROM YOUR USE OF THIS WEBSITE.**

## **11. On-Line Purchases.**

ASI's website enables you to purchase limited quantities of certain products by accessing "On-line Purchases." You should be aware that the actual product may look different from its pictorial depiction on our website and you should request samples before you order on-line. Please click on the section called, "Request Samples" where you will find a list of the samples available and their pricing. Your purchase is subject to ASI's standard terms and conditions (the "Agreement"), ASI's confirmation of order, return policy, pricing policy and other items that you can review by clicking the On-line Purchase link.

## **12. Miscellaneous.**

A. These Terms of Use are the complete agreement between ASI and you regarding this website and supersedes all written or oral agreements that are dated before the date of this revision, **January 1, 2010.**

B. If, in a final, non-appealable judgment, any provision of these Terms of Use are determined to be unenforceable for any reason, such provision will be reformed to the limited extent necessary to make the provision enforceable and all other terms and conditions will remain unchanged and in full force and effect.

C. These Terms of Use are governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law decisions. Any litigation between you and ASI arising from this site, any purchase or any other matter must be brought in the federal or state courts sitting in the borough of Manhattan, New York. You consent to the exclusive jurisdiction of these courts.

## **PRIVACY POLICY**

### ***What we collect:***

From time to time, ASI may collect personal information about you to deliver the products and services you request, to assist us in sales leads and to help improve our services and products. We may automatically collect some information about you when you visit our website. Examples include your internet protocol (IP) address, operating system, the referring website, the path you take through our website, and the date and time of your visit and purchases. Our website uses cookies, or small files that are stored on your computer's hard drive or browser. While cookies are optional for browsing, they are needed to register, log on, or shop at our website. We do collect information by using lawful and fair methods. We strive to limit the amount of personal information collected to support the intended purpose of the collection.

We use the information that we collect to operate the site and to make site improvements based on usage statistics. We do not link any of this information to your personal information, except where we reasonably believe that harm to the website, fraud, or similar activity may be occurring.

### ***Use of Personal Information:***

When you give us personal information on our website or at our design center, we take steps to protect your information securely and in accordance with this privacy policy or any privacy policy that applies to this site or our design center where you provided your information. We may share information with our sales representatives and contact you regarding other marketing or promotional information that we think you may find of interest. You may opt-out of such marketing material as described under the Election Section below.

ASI does not now and has no future intention of selling, leasing or renting your personal information to third parties. We may share your personal information, whether you are a current or former customer, only under the following limited circumstances:

With Service Providers. We may share information about you with service providers or suppliers that help with our business operations. Examples are shipping vendors, billing and refund vendors, credit card processors, and companies that help us improve our product and service offerings and our websites. We require these service providers and suppliers to keep the information secure. We also prohibit them from using your information for any purposes other than those requested by us.

Legal Requirements and Protection of Our Company and Others. We may share your information in other special circumstances. These include situations when we believe in good faith that the law requires it or that the sharing is necessary to protect the safety, property, or other rights of ASI, our customers, our associates, or any other person. Examples include protecting the health or safety of customers.

Aggregate Information. We may share aggregate and statistical data that does not identify you personally. We may do this for research and marketing purposes, for instance to describe our services to prospective partners or advertisers, and for other lawful purposes.

Business Transfers. In the unlikely event, that ASI sells or exchanges its stock for the stock of another company or sells substantially all of its assets to an unrelated third party, your personal information may be one of the transferred assets.

### ***Security Precautions***

When we do have to collect your most sensitive personal information, such as Social Security Numbers, we will protect its confidentiality, prohibit its unlawful disclosure, and limit access to authorized personnel only. Your account information is password-protected so that only you have access to this personal information. You may update your information in the Customer Account section by using your email address and password. We recommend that you do not divulge your password to anyone. We will not ask you for your password in an unsolicited phone call or email. Also, remember to sign out of your account and close your browser window when you leave our site. These precautions help prevent others from accessing your personal information and correspondence.

Unfortunately, we cannot guaranty that data transmission over the Internet will be 100% secure. As a result, while we strive to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us or from our online products or services. Once we receive your transmission, we take reasonable administrative, technical, and physical safeguards to ensure the security and confidentiality of your information.

### ***California Privacy Policy***

Our privacy policy describes how we share information for marketing purposes. The policy and rights apply to all customers, including California residents:

- We share information with others outside of ASI only if we have your express consent (opt-in).
- We also share information with other businesses within our corporate family, including our affiliates and sales representatives.

Please contact us with any questions, or to request a list of third parties to whom we may disclose information for marketing purposes and the categories of information we may disclose, via the Election Section below.

***Election***

ASI's Marketing and Promotional Material: We want to send you marketing communications *only* if you want to hear from us. You have the right to elect to discontinue receiving different types of ASI's marketing material in the following ways:

- Online: By logging on to your account and clicking "edit" on the customer profile section.
- By Email: You may email [privacy@ASI.com](mailto:privacy@ASI.com) for assistance.
- By Telephone: 212.206.1730
- By Mail: ASI, 150 West 25th Street, Eighth Floor, NYC 10001

When submitting your request to elect out of receiving marketing and promotional material, please include your membership number, zip code and type of suppression requested (e.g. mail, phone, email, or sharing for joint or co-branded marketing.)

Effective January 1, 2010.