

Terms of Use

Welcome to the web site of BAL an ITW Company. This web site (the "BAL an ITW Company Web Site" or the "Web Site") provides general information about BAL an ITW Company and its products and services free of charge to users in the United States.

Where appropriate, the term "BAL an ITW Company" refers both to BAL an ITW Company and its affiliates.

All users of the BAL an ITW Company Web Site are subject to the following terms and conditions of use (these "Terms of Use").

Please read these Terms of Use carefully before accessing or using any part of this Web Site.

By accessing or using this Web Site, you agree that you have read, understand and agree to be bound by these Terms of Use, as amended from time to time, as well as the BAL an ITW Company [Privacy Policy](#), which is hereby incorporated into these Terms of Use. If you do not wish to agree to these Terms of Use, do not access or use any part of this Web Site.

BAL an ITW Company may revise and update these Terms of Use at any time without notice by posting the amended terms to this Web Site. Your continued use of the BAL an ITW Company Web Site means that you accept and agree to the revised Terms of Use. If you disagree with the Terms of Use (as amended from time to time) or are dissatisfied with this Web Site, your sole and exclusive remedy is to discontinue using this Web Site.

USE OF THE BAL AN ITW COMPANY WEB SITE INTERACTIVE USE

You agree to use the BAL an ITW Company Web Site only for lawful purposes:

- (a) Specifically you agree not to do any of the following:
 - (1) upload to or transmit on the BAL an ITW Company Web Site 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;
 - (2) use the BAL an ITW Company Web Site to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction;
 - (3) intercept or attempt to intercept electronic mail not intended for you;
 - (4) misrepresent an affiliation with any person or organization;
 - (5) upload to or transmit on the BAL an ITW Company Web Site any advertisements or solicitations of business;
 - (6) restrict or inhibit use of the BAL an ITW Company Web Site by others;
 - (7) upload or otherwise transmit files that contain a virus or corrupted data;
 - (8) collect information about others (including e-mail addresses) without their consent;
 - (9) 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 the BAL an ITW Company Web Site or that you have a contractual obligation to keep confidential (notwithstanding its availability on the BAL an ITW Company Web Site);
 - (10) post "spam," transmit chain letters or engage in other similar activities; or
 - (11) engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the BAL an ITW Company Web Site, or which, as determined by BAL an ITW Company, may harm BAL an ITW Company or users of the BAL an ITW Company Web Site or expose them to liability.

- (b) Any content and/or opinions uploaded, expressed or submitted to a message board, chatroom or any other publicly available section of the BAL an ITW Company Web Site

(including password-protected areas), and all articles and responses to questions, other than the content provided by BAL an ITW Company, are solely the opinions and responsibility of the person or entity submitting them and do not necessarily reflect the opinions of BAL an ITW Company. You understand and acknowledge that you are responsible for whatever content you submit, and you, not BAL an ITW Company, have full responsibility for such content, including its legality, reliability and appropriateness. By uploading or otherwise transmitting material to any area of the BAL an ITW Company Web Site, 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 post it to the BAL an ITW Company Web Site. You grant to BAL an ITW Company the right to use all content you upload or otherwise transmit to the BAL an ITW Company Web Site in any manner BAL an ITW Company 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.

- (c) BAL an ITW Company reserves the right, but does not assume any responsibility, to (1) remove any material posted on the BAL an ITW Company Web Site which BAL an ITW Company, in its sole discretion, deems inconsistent with the foregoing commitments, including any material BAL an ITW Company has been notified, or has reason to believe, constitutes a copyright infringement; and (2) terminate any user's access to all or part of the BAL an ITW Company Web Site. However, BAL an ITW Company can neither review all material before it is posted on the BAL an ITW Company Web Site nor ensure prompt removal of objectionable material after it has been posted. Accordingly, BAL an ITW Company assumes no liability for any action or inaction regarding transmissions, communications or content provided by third parties. BAL an ITW Company reserves the right to take any action it deems necessary to protect the personal safety of users of this Web Site and the public; however, BAL an ITW Company has no liability or responsibility to anyone for performance or nonperformance of the activities described in this paragraph.
- (d) Your failure to comply with the provisions of (a) or (b) above may result in the termination of your access to the BAL an ITW Company Web Site and may expose you to civil and/or criminal liability.

COPYRIGHT RESTRICTIONS/USE OF CONTENT

The entire contents of this Web Site (including all information, software, text, displays, images and audio) and the design, selection and arrangement thereof, are proprietary to BAL an ITW Company or its affiliates or licensors and are protected by United States and international laws regarding copyrights, trademarks, trade secrets and other proprietary rights. You are authorized only to use the content on the BAL an ITW Company Web Site for personal use or legitimate business purposes related to your role as a current or prospective customer, supplier, or distributor of BAL an ITW Company. You may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit or distribute any of the material on this site without the prior written consent of BAL an ITW Company, except to:

- (a) store copies of such materials temporarily in RAM,
- (b) store files that are automatically cached by your web browser for display enhancement purposes, and
- (c) print a reasonable number of pages of the BAL an ITW Company Web Site; provided in each case that you do not alter or remove any copyright or other proprietary notices included in such materials.

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All other names, brands and marks are used for identification purposes only and may be the trademarks or registered trademarks of their respective owners.

ONLINE PURCHASES

All purchases from the BAL an ITW Company Web Site are governed by the Terms and Conditions of Sale, which are hereby incorporated into these Terms of Use.

DEALINGS WITH OTHER MERCHANTS

If you choose to correspond, participate in a promotion or engage in transactions with any merchant found on or through this Web Site, you acknowledge and agree that BAL an ITW Company is not a party to, and will not be responsible for, your interaction with such merchant, including its treatment of your information and the terms and conditions applicable to any transaction between you and the merchant. The terms of your interaction with any merchant are solely between you and such merchant.

You agree that BAL an ITW Company will have no responsibility or liability for any loss or damage of any kind that you may suffer as the result of any such interaction or the presence of such merchants on this Web Site.

LIABILITY OF BAL AN ITW COMPANY AND ITS LICENSORS

BAL an ITW Company does not assume any liability for the materials, information and opinions provided on, or available through, the BAL an ITW Company Web Site (the "Site Content"). Reliance on the Site Content is solely at your own risk.

BAL an ITW Company disclaims any liability for injury or damages resulting from the use of any Site Content.

THE BAL AN ITW COMPANY WEB SITE, THE SITE CONTENT AND THE PRODUCTS AND SERVICES PROVIDED ON OR AVAILABLE THROUGH THIS WEB SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS.

NEITHER BAL AN ITW COMPANY NOR ANY PERSON ASSOCIATED WITH BAL AN ITW COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE QUALITY, ACCURACY, OR AVAILABILITY OF THE BAL AN ITW COMPANY WEB SITE. SPECIFICALLY, BUT WITHOUT LIMITING THE FOREGOING, NEITHER BAL AN ITW COMPANY NOR ANYONE ASSOCIATED WITH BAL AN ITW COMPANY WARRANTS OR REPRESENTS THAT THE BAL AN ITW COMPANY WEB SITE, THE SITE CONTENT OR THE SERVICES PROVIDED ON OR THROUGH THIS WEB SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; THAT THE BAL AN ITW COMPANY WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE BAL AN ITW COMPANY WEB SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

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IN NO EVENT WILL BAL AN ITW COMPANY 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, THE BAL AN ITW COMPANY WEB SITE, THE SITE CONTENT, ANY SERVICES PROVIDED ON OR THROUGH THIS WEB SITE 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 THE BAL AN ITW COMPANY WEB SITE OR THE SITE CONTENT, WHETHER OR NOT THERE IS NEGLIGENCE BY BAL AN ITW COMPANY AND WHETHER OR NOT BAL AN ITW COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

INDEMNIFICATION

You agree to indemnify and hold harmless BAL an ITW Company and its officers, directors, employees, agents, affiliates, third party information providers, licensors and others involved in the BAL an ITW Company Web Site or the delivery of products, services or information over the BAL an ITW Company Web Site, from and against any and all liabilities, expenses, damages and costs, including reasonable attorney's fees, arising from any violation by you of this Agreement or your use of the BAL an ITW Company Web Site or any products, services or information obtained from this Web Site.

PRIVACY; PROTECTION OF PERSONAL INFORMATION

BAL an ITW Company's use of your personal information and your responsibilities in connection with protecting your privacy are described in the BAL an ITW Company [Privacy Policy](#), which is incorporated by reference into these Terms of Use.

COMMENTS AND SUBMISSIONS

BAL an ITW Company welcomes your comments.

All comments, suggestions or other information sent by you to this Web Site for internal use by BAL an ITW Company or its advertisers or business partners in response to solicitations on this Web Site will become BAL an ITW Company's property and you agree that all intellectual property rights therein are transferred to BAL an ITW Company.

You understand that any postings, or content submitted for posting, to publicly available portions of the BAL an ITW Company Web Site are non-confidential for all purposes.

LINKS TO OTHER SITES; REFERENCES TO THIRD PARTIES

The BAL an ITW Company Web Site contains links to other web sites on the Internet. BAL an ITW Company is not responsible for and does not endorse the content, products, services or practices of any third party web sites, including, without limitation, sites framed within the BAL an ITW Company Web Site or third party advertisements, and does not make any representations regarding their quality, content or accuracy. Your use of third party web sites is at your own risk and subject to the terms and conditions of use for such web sites.

COMPLIANCE

The owner of this Web Site is based in the State of California, USA.

BAL an ITW Company makes no representation that materials in this Web Site are appropriate or available for use in other locations. If you access this Web Site from other locations, you are responsible for complying with local laws.

CONTACT

Please contact the Customer Service Department at 408-432-1980 or e-mail sales@bal.com if you become aware of any content that may infringe the copyright of a third party or that you believe to be in violation of these Terms of Use.

MISCELLANEOUS

These Terms of Use shall be governed in all respects by and construed in accordance with the laws of the State of California, USA, without regard to its conflicts of law principles.

These Terms of Use, as they may be amended from time to time, completely and exclusively state the agreement between you and BAL an ITW Company with respect to the BAL an ITW Company Web Site, and no other terms that may have been communicated to you orally or in any other manner shall have any force or effect.

Any cause of action you may have with respect to the BAL an ITW Company Web Site must be commenced within one (1) year after the claim or cause of action arises or such claim or cause of action is barred.

Exclusive jurisdiction over any cause of action arising out of these Terms of Use or your use of the BAL an ITW Company Web Site shall be in the state or federal courts located in or near San Jose, California. You agree to submit to the jurisdiction of such courts.

If any part of these Terms of Use is unenforceable, the unenforceable part shall be construed to reflect, as nearly as possible, the original intentions of the parties.

The other provisions of these Terms of Use shall remain in full force and effect.

BAL an ITW Company's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not constitute a waiver of the provision. Neither a course of dealing or conduct between you and BAL an ITW Company nor any trade practices shall be deemed to modify these Terms of Use.

TERMS AND CONDITIONS FOR LINKS TO THIRD PARTY WEB SITES

Binding Agreement: PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY.

BAL an ITW Company is not responsible for and does not endorse the content, products, services or practices of any third party web sites, including, without limitation, sites framed within the BAL an ITW Company Web Site or third party advertisements, and does not make any representations regarding their quality, content or accuracy.

Your use of third party web sites is at your own risk and subject to the terms and conditions of use for such web sites.

By electing to access products or services that are made available by distributor or other third party web sites that are linked to from the BAL an ITW Company Web Site, you will be sent via a link to the web site of the distributor, merchant, advertiser, or other information or service provider ("Merchant") that is offering such product or service.

The relationship between BAL an ITW Company and the Merchant, and the limit of BAL an ITW Company's responsibility for any activities you may engage in or purchases you may make by linking through this site, are expressed in the Terms and Conditions specified below and the [Terms of Use](#) for the BAL an ITW Company web site which are incorporated herein by reference, as they may be amended from time to time. Before being linked to a Merchant's site, you must agree to all of such terms and conditions by clicking on the "I Accept" button. If you do not click on the "I Accept" button, you will not be linked to the Merchant through this site.

Third Party Transactions

BAL an ITW Company is not a party to any transaction between you and any Merchant or any other party, and is not responsible for any products or services you may elect to purchase, download or use. All transactions regarding goods or services offered by Merchants, including, but not limited to, the purchase and payment terms for such goods or services, warranties, guarantees, maintenance and delivery, are solely between you and the Merchant and are governed by the terms of the agreement between you and the Merchant. BAL an ITW Company is not a party to any transactions between you and a Merchant, and is not liable for any direct or indirect costs or damages arising out of any dispute between you and a Merchant.

NEITHER BAL AN ITW COMPANY NOR ANY THIRD PARTY PROVIDER, OTHER THAN THE MERCHANT OFFERING SUCH GOODS OR SERVICES, MAKES ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE GOODS OR SERVICES OFFERED BY SUCH MERCHANT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR COMPATIBILITY.

The general [Terms of Use](#) applicable to the BAL an ITW Company Web Site are incorporated herein by reference.

I ACCEPT

I DO NOT ACCEPT

PRIVACY POLICY

BAL an ITW Company respects your personal privacy and is committed to adhering to federal and state privacy laws and industry guidelines in order to protect you and your identity. This privacy policy ("Privacy Policy") describes how we handle the personal information that you provide to us on this site (the "BAL an ITW Company Web Site" or the "Web Site"). This Privacy Policy applies only to the BAL an ITW Company Web Site, not to any other ITW or third party sites that may be accessible from here.

After reading this Privacy Policy, which is incorporated into and is a part of the Web Site's [Terms of Use](#), you will know:

[What information BAL an ITW Company collects from you;](#)

[How BAL an ITW Company uses your information;](#)

[What choices you have about how BAL an ITW Company treats your information;](#)

[How BAL an ITW Company protects your privacy;](#)

[What BAL an ITW Company does about children visiting the Web Site;](#)

[How you can contact BAL an ITW Company.](#)

Please be sure to read this Privacy Policy before using the Web Site or submitting information to us. Our Privacy Policy may change from time to time and your continued use of the Web Site is acceptance of such changes, so please check this area periodically for updates to this Privacy Policy.

1. INFORMATION BAL AN ITW COMPANY COLLECTS FROM YOU

Active Information Collection

Like many other web sites, we actively collect information from our visitors both by asking specific questions on the Web Site and by permitting you to communicate directly with us via e-mail. Some of the information that you submit during the registration process or while making a purchase may be personally identifiable (that is, information that can be uniquely identified with you, such as your name, business name, address, phone number, fax number, e-mail address, etc.). Also, if you place an order, you may be required to provide financial information.

When you visit the Web Site, we will not collect any personally identifiable information about you unless you provide it to us voluntarily. If you choose to register with the Web Site, during the registration process you will be asked for both personal and demographic information, most of which is required in order to complete the registration. We will inform you which information is optional. If you opt not to register with the Web Site, you still can visit the Web Site but you will not be able to access pricing information or make a purchase.

BAL an ITW Company does not have control over the privacy policies applied by any other party that you may disclose information to. Third party sites that are linked to from the Web Site are not under the control of BAL an ITW Company and we are not responsible for their content or privacy policies. If you would like information on any other party's privacy policy, you should contact that party directly, and we encourage you to do so.

Passive Information Collection

As you navigate through a web site, certain information can be passively collected (that is, gathered without you actively providing the information) using various technologies and means, such as navigational data collection. Like most web site operators, we track IP addresses, use

cookies, and assign Internet tags. Our system also automatically gathers information about the areas you visit on this site and collects operational information about the technology you use, such as your browser, type of computer, operating systems, Internet service providers and the domain name of the web site from which you linked to our site.

In addition, when you view the Web Site, we may store some information on your computer. This information will be in the form of a cookie or similar file and will help us in many ways. For example, cookies allow us to tailor a web site or advertisement to better match your interests and preferences. Most Internet browsers enable you to erase cookies from your computer hard drive, block all cookies, or receive a warning before a cookie is stored. Please refer to your browser instructions or help screen to learn more about these functions. BAL an ITW Company does not collect personally identifiable information automatically, but we may tie information collected automatically to your previously submitted personally identifiable information.

We passively collect information to understand what areas of the Web Site are most popular, which areas may require improvement and what technologies are being used by our visitors. This information helps us to update and improve the Web Site. We also use this information for security purposes, to detect and to block security breaches and to provide you with a safe online environment.

2. HOW BAL AN ITW COMPANY USES YOUR INFORMATION

BAL an ITW Company uses your personal information to enhance the operation of the Web Site and allow you to use all of its features.

Your contact information (billing, shipping and e-mail addresses) and financial information (credit card number) will be used for the purposes for which you supplied it to us (e.g., registering with the Web Site, processing orders, etc.), to send you related notices or promotional materials and to respond to your comments or requests for information. If you direct comments to us or you request information from us, we may ask you to verify where you are doing business so that we can be assured that the response or information we provide is appropriate for that geographic location. We may also enhance or merge personally identifiable information with data obtained from third parties for the same purposes.

BAL an ITW Company will not give or sell your personally identifiable information to any outside organization for the organization's own use without your consent. BAL an ITW Company may disclose your personal information to the reputable vendors that assist us in processing information or delivering the items that our customers order. These vendors are restricted from using the information for any purpose other than helping us to provide products and services.

BAL an ITW Company does not otherwise distribute to third parties your personally identifiable information. BAL an ITW Company, however, will have no liability for disclosure of information obtained due to errors in transmission or the unauthorized intervention of third parties.

BAL an ITW Company may provide aggregate statistics about our customers, sales, online traffic patterns and related information to reputable third parties, but these statistics will not include any personally identifying information. BAL an ITW Company also will disclose any information that it is required to disclose by law or by an appropriate government authority.

Although BAL an ITW Company does not currently rent, sell, or otherwise share your information with third parties for purposes unrelated to this site, it may do so in the future. If you do not want your information to be shared, you should contact us at sales@bal.com as described in Section 3.

From time to time, some of our advertisers may display ads on the Web Site that solicit, or contain technology to collect, information about our users. This information is collected and used

by our advertisers, and is outside of our control. If you have any questions about a banner advertisement, you should contact the responsible advertiser directly.

3. CHOICES YOU HAVE ABOUT HOW BAL AN ITW COMPANY USES YOUR INFORMATION

We strive to provide you with choices regarding the personal information you provide to us. We have created mechanisms to provide you with the following control over your information:

You may view and modify the personal information you have provided to us by logging in to the Web Site and clicking on "Your Account." If you have forgotten your password, once you have tried to register and failed, you can click on the "Forgot your password?" link to reach a page on which you can submit your e-mail address. Your username and password then will be e-mailed to you.

You may also send us an e-mail message at sales@bal.com, to request access to, correct or delete any personal information that you have provided to us. Should you elect to have your information deleted, we will also delete your user account.

If you do not wish us to collect cookies, you may set your browser to refuse cookies, or to alert you when cookies are being sent. If you do so, please note that some parts of this site may then be inaccessible or not function properly.

If you do not wish us to share your personal information with unaffiliated or non-agent third parties, please tell us at sales@bal.com. You also may opt out of having your e-mail address used for promotional purposes by BAL an ITW Company. This opt out does not apply to information provided to BAL an ITW Company as a result of a product purchase, warranty registration, product service experience or other transactions. If you no longer wish to receive information or promotional materials from us by e-mail you may opt out of receiving these communications. We offer two methods for such opt-out choices. If we have sent you a promotional e-mail, you may send us a return e-mail asking to be omitted from future e-mail distributions. You also may send us an e-mail stating your request addressed to sales@bal.com.

You should review this Privacy Policy carefully, because if you do not agree with our practices, your ultimate choice is not to use the Web Site. Remember, by using any part of the Web Site, you accept and agree to our privacy practices. If we update this Privacy Policy, your continued use of the Web Site (following the posting of the revised Privacy Policy) means that you accept and agree to the terms of the revised Privacy Policy.

4. HOW BAL AN ITW COMPANY PROTECTS YOUR INFORMATION

We work hard to protect your personal information. We use both technical and procedural methods to maintain the integrity and security of our databases, including methods, such as SSL encryption for data transfer, firewalls, restricted access to data, employee training, etc. This site contains links to other web sites operated by third parties that may be of interest to you. We cannot control these third party sites, which may collect personal information from you. When you follow a link and leave this site, you do so at your own risk.

5. WHAT BAL AN ITW COMPANY DOES ABOUT CHILDREN VISITING THE WEB SITE

The Web Site is not intended for children under the age of 13. We will not knowingly collect information from site visitors in this age group. We encourage parents to talk to their children about their use of the Internet and the information they disclose online. If a child has provided us with personally identifiable information, a parent or guardian of that child may contact us via e-mail sales@bal.com if they would like this information deleted from our records. We will use reasonable efforts to delete the child's information from our databases.

6. HOW YOU CAN CONTACT BAL AN ITW COMPANY

If you have submitted personally identifiable information through the Web Site or an interactive advertisement, or if someone else has submitted your personally identifiable information through the Web Site or an interactive advertisement, and you would like to have that information deleted from our marketing databases, please contact us via e-mail at sales@bal.com. We will then use reasonable efforts to remove your personally identifiable information from our files. You also may contact us to request the personally identifiable information that BAL an ITW Company has collected about you through the Web Site or interactive advertisements. BAL an ITW Company will use reasonable efforts to supply you with this information and correct any factual inaccuracies in this information.

If you have any questions, comments, or concerns about this Privacy Policy or the information practices of the Web Site, please contact us at:

BAL an ITW Company

Email: sales@bal.com

Sales Toll-Free (in US): (800) 229-1980

Sales: (408) 432-1980

BAL Sales Fax: (408) 434-6407

Mailing Address:

BAL an ITW Company

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