

# Terms of Use

## Binding Agreement

Welcome to the Swanson Tool Manufacturing website. Swanson Tool Manufacturing, Inc. ("we", "us" or "our") owns and/or operates www.swansongage.com. This website together with other websites owned, operated, or controlled by us are referred to herein, individually and collectively, as the "Website". We provide the Website and our products and services to you subject to the following conditions.

Please read carefully these Terms of Use, the Privacy Policy and any other terms and conditions on the Website that govern particular aspects of the Website (e.g. product orders are governed by our terms and conditions of sale) (the "Additional Terms"), all of which collectively govern your use of, and access to, the Website and any and all content, data, information and materials contained therein. The Terms of Use, the Privacy Policy and the Additional Terms are referred to collectively herein as the "Terms".

**BY ACCESSING, BROWSING AND/OR USING THE PAGES OR SERVICES POSTED ON THE WEBSITE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS, INCLUDING THESE TERMS OF USE, THE PRIVACY POLICY AND THE ADDITIONAL TERMS, AND AGREE TO BE BOUND BY ALL OF THE TERMS, AS WE MAY AMEND OR SUPPLEMENT EACH FROM TIME TO TIME, IN ACCORDANCE WITH THE TERMS.**

## Users

Use of the Website is not authorized in any jurisdiction that does not give effect to these Terms. The website (excluding linked web sites) is controlled by us from our offices within the United States. We make no representations or warranties that the Website or products or services offered on the Website are appropriate for access or use in locations other than the United States. By accessing or using the Website you represent that you are 18 years or older and we provide you access to the Website subject to your compliance with these Terms.

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In addition, you agree not to: (1) Use or access the Website for any purpose that is unlawful or prohibited by these Terms; (2) Frame or utilize framing techniques to enclose any of our trademarks, logos, or other proprietary information (including images, text, page layout, or form), without our express written consent; (3) Use any meta tags or any other "hidden text" utilizing our trade names, trademarks, service marks or logos without our express written consent; (4) Make any commercial or non-fair use of our copyrights, trademarks, logos, symbols, or any other mark, device, or commercial identifier of us without our express written consent; (5) Use or access the Website in a manner that could damage, disable, overburden, or impair any of our servers or the networks connected to any of our servers; (6) Interfere with any third party's use and enjoyment of the Website; (7) Attempt to gain unauthorized access to the Website, accounts, computer systems, or networks connected to any of our servers through hacking, password mining, or any other means; or (8) Sublicense any license granted in or to materials on the Website under these Terms (whether or not any of such acts are for commercial gain or advantage).

ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED.

## **Linking to the Website**

We may grant you, in our sole discretion, a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Website provided that: (a) you do not use our logo or other proprietary graphic or trademark as part of the link without our express written permission; (b) the link does not portray us or our products or services in a false, misleading, derogatory, or otherwise offensive matter; (c) you do not use the link in a manner that would compete with or damage the goodwill associated with us; and (d) you do not use or post the link in a manner that suggests an association with any of our services, brands, or products (unless otherwise authorized by us in writing). To request our permission to create a hyperlink to the home page of the Website, please contact us by email at [sales@swansongage.com](mailto:sales@swansongage.com).

## **Third Party Links**

The Website may contain links to other websites not controlled, operated or owned by us. Unless otherwise expressly stated by us, we provide no endorsement or representation of any kind regarding the products, services, content or appropriateness of content of such websites, and explicitly disclaim any responsibility for the accuracy, content or availability of the information, products, and/or services found on or through any such linked website. We do not endorse and have not taken any steps to confirm the accuracy or reliability of any of the information, products or services contained on or through such third party sites. We do not make any representations or warranties as to the security of any information (such as credit card and other sensitive information) you might give on any such linked website.

## **Products**

We make reasonable efforts to provide accurate and timely information on the Website. While we believe the information is reliable, we are not guaranteeing that the information is always up to date or contains all the relevant information available. Prices, if provided, are in US dollars unless otherwise noted. We reserve the right to change prices on any product or products, and to discontinue any services or products provided through the Website at any time. All sales of products are governed solely by our terms and conditions of sale found here: <http://swansongage.com/terms.htm>. Email is not secure. If you choose to send sensitive information such as a credit card number to us via email, you do so at your own risk.

## **Copyrights and Trademarks**

All content included on the Website, such as text, graphics, logos, button icons, images, audio clips, photographs, illustrations, digital downloads, data compilations, and the compilation (including the collection, selection, assembly and arrangement) of such materials is our property or its licensors or content suppliers and protected by copyright, trademark and other applicable laws in the United States and other jurisdictions.

We own or control the proprietary rights in trademarks here and in one or more countries outside the United States. The domain names of the Website and our other websites are our property. All of our trademarks, copyrights, trade dress and/or intellectual property used on the Website may not be used in connection with any product or service that is not offered for sale or is otherwise provided by us, or in any manner that is likely to cause confusion among customers, or in any manner that disparages or defames us or the Website. All other trademarks, services marks, logos, designs, and trade dress, not owned by us that appear on the Website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.

You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any applicable laws and for any direct, indirect, or contributory infringements of third party rights caused by you.

## **Infringement**

If you believe any violation of the Terms or infringement of any of our rights has occurred, or if you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated, please contact us in writing at the address below.

Swanson Tool Manufacturing, Inc.  
71 Custer Street  
West Hartford, CT 06110  
Attention: Webmaster  
Telephone: 860-953-1641  
Email: [sales@swansongage.com](mailto:sales@swansongage.com)

Under Title 17, United States Code, Section 512(c)(3)(A), your notice of a claimed copyright infringement to our Designated Agent (above) must be in the form of a written communication that includes the following information:

1. Your address, telephone number and e-mail address;
2. Identification of the copyrighted work (or works) that you claim has been infringed;
3. A description of the material that you claim is infringing the copyrighted work;
4. A clear description of where the infringing material is located on the Website, including its URL, so that we can locate the material;
5. A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
6. 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; and
7. An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest.

## **Investigations**

We may seek to gather information from any user of the Website who is suspected of violating these Terms, and from any other user of the Website. In connection with your use of the Website, you consent to our recording any communication, electronic or otherwise, between you and us and our retaining any information and data obtained from you. If we believe, in our sole discretion, that a violation of these Terms has occurred, we may take the corrective action we deem appropriate. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone that we believe violated these Terms. **YOU WAIVE AND HOLD US HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY US DURING OR AS A RESULT OF OUR INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER US OR LAW ENFORCEMENT AUTHORITIES.**

## **Indemnification**

You agree to indemnify and hold harmless us, our affiliates and subsidiaries, and all of their respective managers, members, directors, officers, agents, employees, suppliers, vendors, distributors and service providers (the “Swanson Tool Manufacturing Parties”) from any claims, judgments, liability, and expenses, including reasonable attorneys’ fees, whether in tort, in contract or otherwise, that it or any of the Swanson Tool Manufacturing Parties may incur by reason of or arising out of or related to: (i) your use of the Website; (ii) your breach of the Terms; and (iii) claims for copyright infringement, defamation, invasion of privacy, or infringement of rights of publicity by any third party.

## **Termination**

We reserve the right, in our sole discretion, to terminate or suspend access, or ability to use the Website at any time without notice. Upon such termination, all rights granted to you under these Terms will cease immediately, and you agree that you will immediately (a) discontinue use of the Website and (b) discontinue use of and destroy or return to us all of our materials. Notwithstanding the foregoing, any provisions of these Terms, including the Privacy Policy and the Additional Terms, expressly identified or that would by their nature survive such termination shall so survive.

## **Disclaimer**

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## **Limitation of Liability**

NEITHER WE, NOR ANY OF THE SWANSON TOOL MANUFACTURING PARTIES, WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, ARISING FROM OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE WEBSITE, WITH THE DELAY OR INABILITY TO USE THE WEBSITE OR RELATED SERVICES, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES,

INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, LOSS OF PROFITS, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION. IF YOU ARE DISSATISFIED WITH ALL OR ANY PORTION OF THE WEBSITE, OR WITH ALL OR ANY OF THE TERMS, INCLUDING THE PRIVACY POLICY AND/OR ADDITIONAL TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE. SOME JURISDICTIONS MAY NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, IN WHICH CASE THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATIONS ON DIRECT AND INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARE INDEPENDENT OF ONE ANOTHER AND ANY OTHER LIMITATIONS SET FORTH IN THESE TERMS.

## **Applicable Law**

THE TERMS SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF CONNECTICUT, U.S.A., WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. YOU AGREE THAT JURISDICTION OVER AND VENUE IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS WEBSITE OR THE USE OR ACCESS THEREOF MUST BE BROUGHT IN THE STATE OR FEDERAL COURTS LOCATED IN HARTFORD COUNTY, CONNECTICUT. NOTHING HEREIN SHALL LIMIT OUR RIGHT TO SEEK AND OBTAIN EQUITABLE OR INJUNCTIVE RELIEF, WITHOUT THE POSTING OF A BOND, AND THE FOREGOING SENTENCE SHALL NOT APPLY TO YOUR VIOLATION OF THE TERMS RELATING TO OUR TRADEMARKS, COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATED TO THE WEBSITE SHALL BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES, OR SUCH ACTION OR CLAIM SHALL BE BARRED.

## **Miscellaneous**

These Terms set forth the entire, final and exclusive agreement between us and you with respect to your use of, and access to, the Website and any and all content, data, information and materials contained therein and transactions completed thereon, and supersede all previous oral and written terms, representations, or understandings concerning your use of, and access to, the Website and any and all content, data, information and materials contained therein and transactions completed thereon. Our failure to exercise or enforce any right or provision of these Terms, including without limitation, the Privacy Policy and/or the Additional Terms shall not constitute a waiver of such right or provision. We may assign our rights and duties hereunder to any party at any time without any notice to you. The Terms may not be assigned by you without our prior written consent. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.

## **Questions**

Questions or comments regarding the Website or these Terms, including the Privacy Policy and/or the Additional Terms, should be directed to:

Swanson Tool Manufacturing, Inc.  
71 Custer Street  
West Hartford, CT 06110  
Attention: Webmaster  
Telephone: 860-953-1641  
Email: sales@swansongage.com

Please do not send any time-sensitive communications to us by email as we cannot be responsible for responding to any such communications.

## **Version and Changes**

These Terms of Use are effective as of December 1, 2016. From time to time we may change the Terms, including these Terms of Use and will post the revised version here, so we suggest that you check back periodically for the most up-to-date version of our Terms. If you do not agree to the new posted Terms, your only remedy is to discontinue use of the Website.