

PRIVACY POLICY

This is the privacy policy for American Builders & Contractors Supply Co., Inc., its subsidiaries and divisions, to include but not be limited to L&W Supply Corporation, Mule-Hide Products Co., Inc., Mule-Hide Manufacturing Co., Inc., American Construction Metals, Norandex and American Construction Metals (collectively, the “Company”). We respect your privacy and are committed to protecting it through our compliance with this policy. This policy describes the types of information we may collect from you or that you may provide when you visit this website and our practices for collecting, using, maintaining, protecting, and disclosing that information.

This policy applies to information we collect:

- On this Website.
- In email, text, and other electronic messages between you and this Website.
- When you interact with our advertising and applications on third-party websites and services, if those applications or advertising include links to this policy.

It does not apply to information collected by:

- The Company other than through this Website, including on any other website operated by us; or
- Any third party, including through any application or content that may link to or be accessible from or on the Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, you should not use our Website. By accessing or using this Website, you agree to this privacy policy.

This policy may change from time to time. Your continued use of this Website will be deemed to be acceptance of those changes. It is your responsibility to check regularly for updates.

Children Under the Age of 18

Our Website is not intended for children under 18 years of age. No one under age 18 may provide any personal information on the Website. We do not knowingly collect personal information from children under 18. If you are under 16, do not use or provide any information on this Website.

Information We Collect About You and How We Collect It

We collect several types of information from and about users of our Website, including information:

- By which you may be personally identified, such as name, postal address, e-mail address, telephone number or any other identifier by which you may be contacted online or offline (“personal information”);
- That is about you but does not identify you individually; and/or
- About your internet connection, the equipment you use to access our Website, and usage details.

We collect this information:

- Directly from you when you provide it.
- Automatically as you navigate through the site. Information collected automatically may include usage details, IP addresses, and information collected through cookies, and other tracking technologies.
- From third parties, including our business partners.

Information You Provide To Us

The information we collect on or through our Website may include:

- Information that you provide by filling in forms on our Website.
- Records and copies of your correspondence if you contact us.

Information We Collect Through Automatic Data Collection Technologies

As you navigate through and interact with our Website, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions, and patterns, including:

- Details of your visits to our Website, including traffic data, location data, logs, and other communication data and the resources that you access and use on the Website.
- Information about your computer and internet connection, including your IP address, operating system, and browser type.

The information we collect automatically helps us to improve our Website and to deliver a better and more personalized service, including by enabling us to:

- Estimate our audience size and usage patterns.
- Store information about your preferences, allowing us to customize our Website according to your individual interests.
- Recognize you when you return to our Website.

The technologies we use for this automatic data collection may include:

- **Cookies (or browser cookies).** A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting you may be unable to access certain parts of our Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Website.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any personal information:

- To present our Website and its contents to you.
- To provide you with information, products, or services that you request from us.
- To fulfill any other purpose for which you provide it.
- To notify you about changes to our Website or any products or services we offer or provide through it.

Disclosure of Your Information

We may disclose personal information that we collect or you provide as described in this privacy policy:

- To fulfill the purpose for which you provide it.
- We may also disclose your personal information to comply with any court order, law, or legal process,

including to respond to any government or regulatory request.

How We Use and Disclose 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:

- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent.
- We do not control third parties' collection or use of your information to serve interest-based advertising. However, these third parties may provide you with ways to choose not to have your information collected or used in this way. You can opt out of receiving targeted ads from members of the Network Advertising Initiative ("NAI") on the NAI's website <http://optout.networkadvertising.org/?c=1>. California residents may have additional personal information rights and choices. Please see <https://oag.ca.gov/privacy/ccpa> for more information.

Your California Privacy Rights

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information. To learn more about your California privacy rights, visit <https://oag.ca.gov/privacy/ccpa>.

Other State Laws

If you are resident of a state other than California, applicable state law may provide you additional rights.

Changes to Our Privacy Policy

The date the privacy policy was last revised is identified at the top of the page. You are responsible for ensuring we have an up-to-date active and deliverable email address for you, and for periodically visiting our Website and this privacy policy to check for any changes.

Contact Information

To ask questions or comment about this privacy policy and our privacy practices, please contact us by filling out a Contact Form on our contact page, <https://www.abcsupply.com/help/contact-us>.

Privacy Notice for California Residents

Effective Date: January 2020

Last Reviewed: December 2019

This Privacy Notice for California Residents supplements the information contained in our privacy policy above and applies solely to all visitors, users, and others who reside in the State of California (“consumers” or “you”). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this notice.

Information We Collect

Our Website collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device (“**personal information**”). In particular, our website has collected the following categories of personal information from its consumers within the last twelve (12) months:

<u>Category</u>	<u>Examples</u>	<u>Collected</u>
A. Identifiers.	A real name, Internet Protocol address, email address, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	NO
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	NO

F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment- related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO

Personal information does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
 - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
 - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FRCA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from you.
- Indirectly from you. For example, from observing your actions on our website.

Use of Personal Information

We may use, or disclose the personal information we collect for, one or more of the following business purposes:

- To fulfill or meet the reason you provided the information. If you share your name and contact information to request a price quote or ask a question about our products or services, we will use that personal information to respond to your inquiry. If you provide your personal information to purchase a product or service, we will use that information to process your payment and facilitate delivery. We may also save your information to facilitate new product orders or process returns.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA. We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

The Company may disclose your personal information to a third party for a business purpose [or sell your personal information, subject to your right to opt-out of those sales (see [Personal Information Sales Opt-Out and Opt-In Rights](#))].

If you apply for credit from the Company, we may share your personal information with the following categories of third parties:

- Credit research and reporting agencies.

Disclosures of Personal Information for a Business Purpose

In the preceding twelve (12) months, the Company has disclosed personal information for a business purpose. To wit, when a business applies for credit from the Company, the Company will gather and transmit personal information, to include but not be limited to, name and address to credit research and reporting agencies.

Sales of Personal Information

In the preceding twelve (12) months, the Company has allowed credit research and reporting agencies to use information the Company has provided to those agencies in credit reports offered to the Company and third parties.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - sales, identifying the personal information categories that each category of recipient purchased; and
 - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that the Company delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service

that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.). Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.
- It is a business-to-business disclosure or communication that is outside the scope of the CCPA.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by sending us a message on our website. Only you, or a person registered with the California Secretary of State that you have currently authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing.

We will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance, specifically by electronic mail communication.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Personal Information Sales Opt-Out and Opt-In Rights

If you are 16 years of age or older, you have the right to direct us to not sell your personal information at any time (the “right to opt-out”). We do not sell the personal information of consumers we actually know are less than 16 years of age, unless we receive affirmative authorization (the “right to opt-in”) from either the consumer who is between 13 and 16 years of age, or the parent or guardian of a consumer less than 13 years of age. Consumers who opt-in to personal information sales may opt-out of future sales at any time.

To exercise the right to opt-out, you (or your authorized representative) may submit a request to us by visiting the following our webpage and sending us a message.

Once you make an opt-out request, we will wait at least twelve (12) months before asking you to reauthorize personal information sales. However, you may change your mind and opt back in to personal information sales at any time by visiting our website and sending us a message.

We will only use personal information provided in an opt-out request to review and comply with the request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not discriminate against you for exercising your CCPA rights by:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information’s value and contain written terms that describe the program’s material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke by notice at any time.

California’s “Shine the Light” law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send us an electronic message through our website or write us at our address listed on our webpage.

Changes to Our Privacy Notice

We reserve the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on the Website and update the notice’s effective date. Your continued use of our Website following the posting of changes constitutes your acceptance of such changes.

Contact Information

If you have any questions or comments about this notice, the ways in which the Company collects and uses your information, your choices and rights regarding such use, or wish to exercise your rights under California

law, please do not hesitate to contact us as follows:

Via email: ccpacompliance@abcsupply.com

Via telephone: **[PLACEHOLDER]**

Via mail: ABC Supply Co., Inc.
 One ABC Parkway
 Beloit, WI 53511
 Attn: Legal Dept.

Via our website: please send us an electronic message through our website Write us at our address listed on our webpage.

TERMS OF USE

Last modified: December 2019

Acceptance of the Terms of Use

These terms of use are entered into by and between you and American Builders & Contractors Supply Co., Inc., its subsidiaries and divisions, to include but not be limited to L&W Supply Corporation, Mule-Hide Products Co., Inc., Mule-Hide Manufacturing Co., Inc., American Construction Metals, Norandex and American Construction Metals (“**Company**”, “**we**”, or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of this website and the MyABCSupply web-based application, including any content, functionality, and services offered on or through this website (the “**Website**”).

Please read the Terms of Use carefully before you start to use the Website. **By using the Website you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

Company reserves the right to amend the information, services, and/or content of this Website, including that related to career opportunities and benefits, at any time without prior notice, in our sole discretion. The information and materials contained in this Website, and the terms and conditions of the access to and use of such information and materials, are subject to change without notice. We suggest that you check these terms periodically for changes. If you use this Web Site after we post changes to the terms, you accept the changed terms. Company expressly reserves the right to monitor any and all use of this Website.

Accessing the Website and Account Security

Company grants you permission to view and use the Website and to print individual pages from the Website for your own personal, noncommercial use, provided that you agree to and accept without modification the notices, terms and conditions set forth herein. You may not modify, copy (except as set forth in the preceding sentence), distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, material, software, products or services from this Website.

As a condition of your use of this Website, you represent and warrant to Company that you will not use this Website for any purpose that is unlawful, immoral or prohibited by these terms, conditions and notices. Other than this agreement and agreements between you and Company relating to the sale of products or services to you through this Website, Company will not enter into any agreement with you or obligation to you through this Website and no attempt to create such an agreement or obligation will be effective.

Company will use reasonable commercial efforts to keep this Website available for access on a 24 hour a day, 7 day a week basis, subject to scheduled downtime for maintenance purposes, unscheduled maintenance and systems outages. There are no assurances, however, that access will be available at all times and uninterrupted. Further, Company does not warrant that the operation of this Website will be error-free, that defects will be corrected, or that this Website or the servers that make it available are free from viruses or other harmful components.

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website,

in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Submissions

While we value your feedback on our Web Site and services, we request that you be specific in your comments on those services and not submit any ideas, suggestions, materials, concepts or other information (collectively referred to herein as "Non-Solicited Information"). If, despite our request, you send us any such Non-Solicited Information, all such Non-Solicited Information shall be deemed, and shall remain, the property of Company and none of the Non-Solicited Information shall be subject to any obligation of confidence on our part and we shall not be liable for disclosure of any Information and shall have unrestricted use of such Information for any purpose whatsoever, commercial or otherwise, without compensation or liability to you or other provider of the Non-Solicited Information.

Representations Related to Resumes or Applications

By submitting a resume or an application for employment to Company, you represent that you are seeking employment and career information from Company and its affiliates, each of which is an equal opportunity employer. You agree not to use the Web Site to post any incomplete, false or inaccurate biographical information or information which is not your own accurate resume. You acknowledge that Company may distribute your resume within the company or among its affiliates and may contact any references listed by you. No representation is given by Company that any resume will be reviewed within a definitive period of time or that any action will be taken or omitted to be taken with respect to such resumes.

Electronic Communications

When you use the MyABCSupply or a similar application, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other services offered by us. You are encouraged to retain copies of these communications for your records. You agree that these communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Your Account

You may need your own account with Company to use certain services we offer, which may require a valid payment method to be associated with it. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. We reserve the right to refuse service, terminate accounts, terminate your rights to use our services, remove or edit content, or cancel orders in our sole discretion.

Product Orders

While we will use reasonable efforts to fulfill all orders, Company cannot guarantee the availability of any particular product displayed on Website. We reserve the right to discontinue the sale of any product at any time without notice and the right to limit quantities in its sole discretion.

Product prices offered on this Website may vary from other advertised prices due to varying conditions in different geographic markets.

The prices displayed on this Site are quoted in U.S. dollars and are valid and effective only within the United States, and such prices do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your order.

While our goal is a 100% error-free Site, we do not promise that any content is accurate or complete, including price information and product specifications. If we discover price errors, they will be corrected on our systems, and the corrected price will apply to your order. We reserve the right to revoke any stated offer and to correct any errors, inaccuracies or omissions (including after an order has been submitted and accepted).

Digital Millennium Copyright Act (“DMCA”)

If you believe that any content on this site infringes your copyrights, you may request removal of such content by providing written notice to Company at:

ABC Supply Co., Inc.
One ABC Parkway
Beloit, WI 53511
Attn: Assistant General Counsel
or by email at legal@abcsupply.com

Your notice must satisfy the requirements of the DMCA and include the following information:

- Your name, mailing address, and email address;
- A statement identifying the copyrighted material you claim is infringed, such as a URL linking to an authorized version of the copyrighted material;
- A statement identifying where the allegedly infringing material is located, such as URL linking to the allegedly infringing material;
- A statement that you have a good faith belief that the allegedly infringing material identified above is not authorized by the copyright owner, its agent, or the law;
- A statement, made under penalty of perjury, that the information in this notice is accurate and that you are the owner of the copyrighted material or are authorized to act on behalf of the owner of the copyrighted material; and
- An electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We reserve the right to disregard a notice that is unclear or otherwise fails to comply with the DMCA. In the event that we determine a DMCA notice lacks validity, we may refuse to remove the complained of content in our discretion. Our decision to either remove or leave the content does not constitute a legal decision about the validity of your claim of infringement or the possible defenses to a claim. Company reserves all its rights at all times.

Sanctions and Export Policy

You may not use any use any of our services or purchase from us if you are the subject of U.S. sanctions. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, technology, and services.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you wish to make any use of material on the Website other than that set out in this section, please address your request to the email address set forth on the first page on this webpage.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The ABC Supply name and the ABC Supply logo, and all related names, logos, product and service names,

designs, and slogans of the Company are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the ABC Supply.

The trademarks or service marks of Company's customers and vendors that appear on this Web Site are the property of those associated companies, and may not be copied, used or displayed without the prior written consent of those associated companies. Company claims no trademark rights to any of the vendor, customer, or association logos used on this Web Site.

All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website. Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website. Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- You are also prohibited from violating or attempting to violate the security of the Website, including, without limitation, (a) accessing data not intended for your viewing or logging into a server or account which you are not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization or (c) attempting to interfere with service to any user, host or network. Violations of system or network security may result in civil or criminal liability. Company will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

- Otherwise attempt to interfere with the proper working of the Website.

Monitoring and Enforcement; Termination

We have the right to:

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY OR ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Reliance on Information Posed

The factual information contained in this Website is obtained from sources believed to be reliable and accurate and is made available solely for general information purposes. Company makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and is not responsible for any errors or omissions therein, whether caused by the source of the information or Company. All factual and other information, including any opinions, accessible through the Web Site are provided on an "AS IS, AS AVAILABLE" basis without warranty of any kind and, without limiting the generality of the foregoing, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED. Company is not responsible in any way for any loss that results from the use of the factual information, including but not limited to any lost profits or direct, indirect, special, consequential, compensatory or incidental damage. No advice or information, whether oral or written, obtained by you from Company or through or from this Web Site shall create any warranty. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

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Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information about You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable any social media features or any link at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

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You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers,

and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction).

Arbitration

At Company's sole discretion, it may require you to submit any disputes arising from the use of these Terms of Use or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration conducted in Beloit, Wisconsin under the Rules of Arbitration of the American Arbitration Association applying Wisconsin law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy and our Standard Purchase Terms and Conditions of Sale (if you purchase products) constitute the sole and entire agreement between you and Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments and Concerns

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to the email address provided on the first page this webpage.