

Deublin Site Terms and Conditions

These Terms and Conditions of Use (these "Site Terms") contain the terms and conditions governing this website, www.Deublin.com (the "Site") and is a binding agreement between Deublin Company (together with our affiliates and divisions, "Deublin," "we," "us" and "our") and you, the user, and any company you represent (collectively, "you").

Please read these Site Terms carefully before using this Site. By using the Site, YOU AGREE TO THESE SITE TERMS.

If you do not accept and agree to these Site Terms, please do not access or use the Site.

We may change these Site Terms from time to time by updating this page. Your continued use of this Site after we post any revised Site Terms means that you accept the revised Site Terms.

The Company

Deublin Company LLC is a Delaware corporation headquartered at 2050 Norman Drive, Waukegan, Illinois 60085; telephone 847-689-8600, email cs@Deublin.com.

Ownership; Use

This Site is owned and operated by Deublin. We own or have rights to all of the user interfaces, photographs, names, text, titles, phrases, trade names, trademarks, service marks, logos, wallpaper, icons, characters, page headers, button icons, scripts, artwork, images, designs, graphics, pictures, illustrations, video, music, sound, and other content of the Site and the design, structure, selection coordination, expression, "look and feel" and arrangement of such content (the "Content") and all the HTML and other code and scripts in any format used to implement the Site (the "Code"), and we reserve all rights to such Content and Code. The Site, Content and Code (collectively, "Site Material") may be protected by copyright, trademark, trade dress and other intellectual property rights laws, unfair competition laws, and treaty provisions and may not be used without our prior written permission or the permission of the applicable rights owners. Your failure to comply with these Site Terms will constitute a breach of contract and will violate our copyright, trademark and other proprietary and industrial property rights.

You may only access and use the Site Material as it appears on the Site for your own personal use. Any Content that you download for your own internal use must maintain all copyright or other notices. You acquire absolutely no rights or licenses to the Site Material, other than the limited right to use the Site Material in accordance with these Site Terms. Any rights not expressly granted herein are reserved.

You shall not claim ownership or authorship, or otherwise use the Site Material except as we expressly permit. You shall not hack into the Site, or otherwise gain unauthorized access to or make improper use of the Site Material. You shall not use the Site for any purpose that is unlawful.

Except as expressly permitted by these Site Terms, you shall not: (a) copy, edit, modify, upload, download, transmit, retransmit, re-publish, post, publicly display, encode, translate, link to, distribute or sell the Site Material; (b) frame the Site Material or any part thereof on any commercial or non-commercial internet website; (c) place any meta tags or inline graphics on the Site; (d) create derivative works based on the Site Material; (e) in whole or in part, decompile, disassemble, reverse engineer, integrate them into any other media, or otherwise exploit the Site Material.

Suspension or Modification of Use

We reserve the right to withdraw access to the Site or to revise the products described in the Site at any time without notice, including due to your use or access of the Site being deemed by us, in our sole and absolute discretion, to be detrimental in any respect to the operation of the Site or the access or use of the Site by anyone else. We reserve the right to modify, suspend, interrupt or terminate operation of or access to the Site Material or any portion thereof at any time without notice for any reason.

No Use by Children

The Site is intended only for use by individuals 18 years of age and older. You are not permitted to use this Site if you are under 18 years of age. If you are under 18 years of age, please ask your parent or guardian for assistance in accessing this Site.

Products and Pricing Displayed on the Site

We have used and will continue to use reasonable efforts to confirm that information provided on this Site is accurate, provided, however, that we do not accept liability for information that is inadvertently inaccurate or out of date. We do not warrant that product descriptions, pricing and other Content on the Site is accurate, complete, reliable, current or error-free.

The prices for products displayed on the Site are subject to change at any time without notice. We are not bound by any prices that are inadvertently inaccurate or the result of typographical errors. The prices displayed do not include either applicable taxes or shipping and handling, all of which are to be paid by the purchaser.

The products described on this Site may not be available in your region. We do not claim that the information in the Site is appropriate to your jurisdiction or that the products described in our Site will be available for purchase in all jurisdictions.

Use of Information Submitted by You

Note: This section does not apply to information supplied by you to the Site by which you may be identified, such as your or your company's name, address, e-mail address, telephone number and the like. Please see our Privacy Policy Statement for information regarding our treatment of personal data. However, if we publish information, photographs, testimonials, questions or other material you submit to us for potential publication, we may identify you as the source of such material by first name or company name and city of residence, as noted on the applicable submission page.

We welcome your comments and suggestions on our Site and products, but we do not seek to solicit any confidential or proprietary ideas, suggestions, materials or other material relating to developing, designing, redesigning, modifying, manufacturing or marketing our current or new products.

Any information or other material you provide to us, including feedback, testimonials, photographs, data, questions, comments, suggestions or the like, shall be deemed to be of a non-confidential and non-proprietary nature, although it will be subject to our Privacy Policy Statement. All such submitted material, whether through the Site or by mail, email, telephone or otherwise, shall become our property upon our receipt of the same, and your submission of material shall constitute an assignment to us of all worldwide right, title and interest in such material. We are not liable for any use or disclosure of such material. We have no obligation to keep such material confidential and we are free to use, reproduce, edit, modify and disclose or distribute to any other parties without limitation any such material and ideas, concepts, know-how or techniques contained in such material, for any purpose, including developing, designing, redesigning, modifying, manufacturing and marketing current or new products which incorporate or otherwise rely upon such information.

You may submit only materials that are your own original work. You may not infringe, misappropriate or violate the rights of third parties by your submission of any material. You may not submit or post material that is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and such material must not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity or otherwise mislead as to the origin of submitted material.

Resume Submission

We may allow online submission of resumes in response to job postings on our Site. Any personal information provided in connection with the submission of a resume will be subject to our Privacy Policy Statement. You agree not to post any false or inaccurate biographical information. Recruiters representing candidates may not send candidates' resumes in response to job postings. There is a risk that your resume may be lost or intercepted by a

third party if you submit it through the Site. We cannot be held responsible for any loss arising from the transmission or use of resumes obtained through the Site.

User Accounts

We provide you with the option to register an account on the Site to enable you to access and use certain features or portions of the Site. By registering for an account you agree to provide accurate and current information. When you register, you will create a unique user ID and password. By creating a user ID and password you agree that you are responsible for the confidentiality of the user ID and password and all use thereof, whether or not authorized by you. You will be solely responsible for obligations (including financial obligations) incurred by anyone who uses your user ID and password. You will notify us immediately if the confidentiality of your user ID or password is compromised. We reserve the right to refuse service or terminate accounts in our sole discretion.

Online Sales of Products

If you wish to purchase any products offered on the Site, you must first review and agree to the Standard Terms and Conditions of Online Sale. If there is a conflict between these Site Terms and the Standard Terms and Conditions of Online Sale, the latter shall control with respect to your purchase of products shown on this Site.

International Users

This Site is controlled and operated in whole or in part by Deublin from our offices within the United States of America, and is not intended to subject us to the laws or jurisdiction of any state, country or territory other than that of the United States. You are responsible for complying with the laws of the United States and the laws of the jurisdictions where you are located and from which you access the Site, including U.S. export and re-export laws and regulations regarding the transmission of technical data, and you agree that you will not access or use the Site Material in violation of such laws.

Not all of the products described on the Site are available in all jurisdictions. Furthermore, nothing on the Site constitutes an offer or solicitation to buy or sell any product to anyone in any jurisdiction in which such an offer or solicitation is prohibited by law.

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Viruses

The downloading of Content is done at your own risk. We cannot and do not guarantee or warrant that the Site Material is compatible with your computer systems or that the Site Material will be free of viruses, worms, Trojan horses or disabling devices or other code that manifests contaminating or destructive properties. You are responsible for implementing safeguards to protect the security and integrity of your computer systems, and you are responsible for the entire cost of any service, repairs or connections of and to your computer systems that may be necessary as a result of your use of the Site.

No Representations or Warranties

We provide you access to the Site Material on an "AS IS" basis without any representations or warranties. You assume all responsibility and risk with respect to your use of the Site.

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Exclusion of Liability

IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER DAMAGES OF WHATEVER KIND RESULTING FROM WHATEVER CAUSE, INCLUDING LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER TYPE OF DAMAGE, TANGIBLE OR INTANGIBLE IN NATURE, WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR SOLE REMEDY AGAINST US HERE UNDER IS TO STOP USING THE SITE.

In all events, our total liability to you is limited to the amount, if any, that you actually paid us for accessing this Site.

Indemnification

You agree to defend, indemnify and hold harmless us and our officers, directors, shareholders, employees, agents, subsidiaries, affiliates, vendors and suppliers from and against any and all claims, actions, demands, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with your use of the Site Material, or your breach of these Site Terms.

General

These Site Terms constitute the entire agreement between you and us governing the subject matter hereof. Your obligations under these Site Terms may not be delegated or assigned without our prior permission. These Site Terms may not be modified except by us updating this posting as provided herein.

If any provisions contained in these Site Terms are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the enforceability of the remaining provisions contained herein, and any such remaining terms, conditions or provisions shall be modified to provide us with the greatest protection possible.

No delay or failure by us to exercise or enforce at any time any right or provision of these Site Terms will be considered a waiver of our rights thereof or a waiver of our rights thereafter to exercise or enforce each and every right and provision of these Site Terms. No single waiver will constitute a continuing or subsequent waiver. None of our claims or rights arising out of a breach of these Site Terms shall be discharged in whole or in part except in writing.

These Site Terms are governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Site Terms. You agree that any legal action or proceeding between you and us for any purpose concerning these Site Terms or the obligations of you or us hereunder shall be brought exclusively in a federal or state court of competent jurisdiction located in Chicago, Illinois. You hereby irrevocably consent to the exclusive jurisdiction and venue of the Federal and State courts (both trial and appellate) located in the State of Illinois in connection with any and all suits, actions or other proceedings arising out of or in connection with this Site or these Site Terms. If you have violated or threatened to violate these policies, we may seek injunctive or other appropriate relief against you; this is in addition to any claims for damages that we may have. You agree to pay all of our costs of enforcement, including reasonable attorney's fees.

You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this Site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that a printed version of these Site Terms and any notice given in electronic form shall be admissible in judicial or



administrative proceedings based upon or relating to these Site Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Contact Information

In the event that you wish to contact us regarding the Site you may contact us at:

Deublin Company
2050 Norman Drive
Waukegan, IL 60085

Or send an email to:

CustomerService@deublin.com

Or call us at:

+1-847-689-8600

Pursuant to California Civil Code Section 1789.3, California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at 916-445-1254 or 800-952-5210.

Notice and Takedown Procedures

If you believe that your work has been copied in a way that constitutes copyright infringement, please submit your complaint in a notice containing the following details:

A description of the copyrighted work that you claim has been infringed upon;

A description of where the material that you claim is infringing is located on the Site;

Your contact information (address, telephone number and email address);

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;

A statement, under penalty of perjury, that the information in the notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and

Your physical or electronic signature.

Please submit the notice to our designated Copyright Agent:

Copyright Agent/ DMCA



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