



## **3WIRE Group Terms and Conditions of Website Use and Product Purchase**

**3WIRE Group (“3WIRE”) Terms and Conditions of Website Use and Product Purchase.** The 3WIRE website (“3WIRE.com”) is operated by 3WIRE Group Inc. If you have any questions with respect to these Terms and Conditions of Website Use and Product Purchase (as amended from time to time these “Terms and Conditions”), please direct your questions to: [legalnotices@3WIRE.com](mailto:legalnotices@3WIRE.com).

The mailing address for 3WIRE Corporate Office is:

101 Broadway Street West  
Suite 300  
Osseo, MN 55369

Our phone number is:

1.763.488.3000.

### **Your Use of This Website is Governed by These Terms and Conditions and our Privacy Notice.**

Please take a few minutes to review these Terms and Conditions as well as our Privacy Notice, which apply to your visit to and use of 3WIRE.com. BY USING 3WIRE.com YOU AGREE TO AND ACCEPT THESE TERMS AND CONDITIONS AS WELL AS THE TERMS SET OUT IN OUR PRIVACY NOTICE. IF YOU DO NOT SO AGREE AND ACCEPT, THEN YOU MAY NOT EFFECT TRANSACTIONS OR OTHERWISE CONDUCT BUSINESS USING 3WIRE.com. 3WIRE reserves the right to amend these Terms and Conditions and its Privacy Notice at any time. Amendments to these Terms and Conditions and/or Privacy Notice shall automatically be effective upon posting on 3WIRE.com. Your continued use of 3WIRE.com after any posted change constitutes your acceptance of these Terms and Conditions and Privacy Notice as amended. For this reason, we encourage you to review these Terms and Conditions and Privacy Notice whenever you use 3WIRE.com.

### **Eligibility**

Use of 3WIRE.com for the purchase of products or services is available only to those who (i) can form legally binding contracts under applicable law and (ii) provide and maintain a legitimate billing address. If you do not qualify, you may not effect transactions or otherwise conduct business using 3WIRE.com. 3WIRE reserves the right to refuse access to and usage of 3WIRE.com to anyone at any time, at its sole discretion.

### **Electronic Communications**

When you visit 3WIRE.com or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on 3WIRE.com. 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 acknowledge that data, including e-mail and electronic communications may be accessed by unauthorized third parties when communicated between you, 3WIRE and information transmitters, using the internet, network communications facilities, telephone or any other electronic means. While 3WIRE will use commercially reasonable efforts to protect communications, you agree that we are not responsible, or liable, for any such unauthorized third party access.

### **Username and Passwords**

Upon registration, you will receive a username and password. Each user is solely responsible for ensuring that the password is utilized only by authorized representatives of the party to whom it is assigned. 3WIRE does not monitor, and has no responsibility associated with any loss, claim or other liability that may arise from, the unauthorized use of any password. If a password is lost or stolen, or in the possession of a person not authorized to use it, it is your responsibility to notify 3WIRE of such occurrence so that the password can be deactivated and if requested a new one assigned. 3WIRE shall endeavor to complete all password deactivation requests within 48 hours of their receipt in writing from an authorized customer representative.

### **Proprietary Rights**

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By using 3WIRE.com, you agree that any information (except for purchase information), materials, ideas or comments you send to 3WIRE or any other third party using 3WIRE.com is non-confidential, usable and transferable without cost by 3WIRE.

### **Use Restrictions**

You agree not to upload, post or transmit to, distribute or otherwise engage in any activities through 3WIRE.com (i) which restrict or inhibit any other users from using and enjoying 3WIRE.com; (ii) which are unlawful, threatening, abusive, harmful, libelous, defamatory, harassing, tortuous, hateful, racially, ethnically or otherwise objectionable, obscene, pornographic; (iii) which constitute or encourage conduct that would violate law; (iv) which infringe the rights of third parties; (v) which are designed to interrupt, destroy or limit the functionality of any computer software, hardware, telecommunications equipment; (vi) which are intended to violate system integrity; (vii) for which you do not have all necessary rights and licenses to transmit under any law or under contractual or fiduciary relationships; (viii) which constitute unauthorized advertising or promotion; (ix) which contain false or misleading indications of origin or statements of fact; (x) which monitor or copy content on 3WIRE.com, by using any robot, spider, crawler or other automatic device or manual process; or (xi) which impose an unreasonable or disproportionately large load on 3WIRE's infrastructure. Commission of these or other illegal, fraudulent, destructive or malicious acts will subject you to sanction, including termination of your access to 3WIRE.com, and possible civil or criminal liability.

### **Changes and Errors**

Prices, availability and terms, designs, material specifications, weights and dimensions and all other information on 3WIRE.com are subject to change without notice. By your use of 3WIRE.com you acknowledge that website errors sometimes occur. 3WIRE reserves the right to revoke without liability any stated offer reflecting what 3WIRE determines to be an error after an order has been submitted, whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is revoked, 3WIRE's exclusive liability (and your sole remedy) will be for 3WIRE to issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account.

## **No Endorsements**

Display or references on 3WIRE.com to any names, marks, products or services of third parties or hypertext links to third party sites or information do not constitute or imply an endorsement, sponsorship, or recommendation of the third party, information, product or service by 3WIRE. Any links to other sites are provided for convenience only. You need to make your own decisions regarding your interactions or communications with any other website.

## **Website Disclaimers**

3WIRE.com IS OPERATED BY 3WIRE GROUP ON AN "AS IS, AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. 3WIRE AND ITS AFFILIATES DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO 3WIRE.com AND ITS CONTENTS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Without limiting the foregoing, 3WIRE and its affiliates do not represent or warrant that (i) the information on 3WIRE.com is accurate, complete or current, (ii) 3WIRE.com will operate without interruption or error or will meet your requirements, (iii) 3WIRE.com and its servers are free of computer viruses or other harmful mechanisms (and if your use of 3WIRE.com results in the need for servicing or replacing equipment or data, 3WIRE is not responsible for those costs), (iv) content provided on 3WIRE.com is applicable or appropriate for use in locations outside the United States or (v) any portions or versions of 3WIRE.com that 3WIRE in its discretion has translated into any language other than English are complete and accurate.

## **Pricing and Delivery**

All prices are in US Dollars and are F.O.B. (UCC) shipping point with freight costs and handling fees paid by 3WIRE and charged to you. Any tax imposed by any present or future federal state or local laws, if paid by 3WIRE, will be charged to you, and is your responsibility. 3WIRE may impose additional terms for freight collect, drop-ship orders, export orders, hazardous materials, special handling or shipments outside the contiguous United States. Any extra charges incurred for additional services, such as your carrier or special handling by the carrier, may apply.

## **Risk of Loss**

Title and risk of loss to products transfer to you F.O.B. (UCC) shipping point upon tender to the carrier. In the event that any products are delivered and subsequently returned or rejected by you as provided for in these Terms and Conditions for reasons unrelated to damage to the product, title and risk of loss shall revert to 3WIRE F.O.B. (UCC) 3WIRE.

If a product is damaged in transit to you: (i) damage must be noted on bill of lading, (ii) all obvious package damages must be signed for by you as damaged with the carrier at the time of receipt, (iii) you must file claim with the carrier and (iv) you must notify 3WIRE's Customer Service. You will save the damaged shipment container in the condition that received it for damage claims inspection. A digital photo of the damage may be required. 3WIRE's Customer Service will assist with the claim process.

## **Shortages**

3WIRE uses commercially reasonable efforts to deliver an accurate and complete products shipment. If a discrepancy in an order exists, you must contact 3WIRE Customer Service immediately and report the problem by referencing the Purchase Order number and the discrepancy.

## **Return Goods**

3WIRE will not accept any returns without prior authorization by it, which will be given or withheld at 3WIRE's discretion. All returns are subject to the products supplier's return policies, and all authorized returns are subject to the restrictions under those policies. A return authorization can be requested by calling Customer Service. The product must be in new, unused condition, and in its original packaging, to be accepted. You will have available when requesting a return authorization from Customer Service the product number, the invoice number, and the reason for returning the product.

Purchase will be charged the following restocking fee on permitted stock part returned within the corresponding timeframes following delivery listed below:

0-30 Days	0% Restocking Fee
31- 60 Days	20% Restocking Fee
61- 90 Days	30% Restocking Fee

No returns will be accepted beyond 90 days. Credit will normally be applied to your account within 5 business days upon receipt of properly returned products. Products ordered in error valued at \$50 or less will not be authorized for return or credited. In order to ensure compliance with foodservice manufacturers' return policies, returns of non-stock foodservice products need to be received within 15 days of purchase. Customer Service will provide more details on restock fees that may apply based on foodservice manufacturer policies. Non-stock items, used products and products which have been discontinued will not be accepted for credit under any circumstances, unless specific prior written approval, which may be withheld at 3WIRE's discretion, has been given as previously obtained. All returned products or parts must be sent freight prepaid and must be properly marked with the RMA Authorization number. Without limiting any other right set forth herein (i) to the extent manufacturer does not permit returns of motors, electronic parts, special orders, or custom made/modified orders; 3WIRE will likewise deny return rights to you and (ii) a number of manufacturers do not permit returns for any reason, and as to products of such 3WIRE's sales are final. Any deviation from these procedures will result in delayed credit processing. Authorized returns should be returned as directed by Customer Service.

## **Product Warranty**

3WIRE shall use commercially reasonable efforts to make available to you all supplier factory warranties, and 3WIRE shall take no action which may seek to restrict or abrogate the availability of supplier warranties to you. 3WIRE HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES RELATED TO ANY AND ALL PRODUCTS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Completed Warranty/Defective Claim form is required for all warranty returns and can be obtained by calling Customer Service. Once the claim is completed and validated, a return authorization is issued (and must be obtained) for the return of the Warranty/Defective part(s) to 3WIRE. All products must be returned within 30 days. Warranty/Defective Claims are limited to the warranty conditions as provided by the product's manufacturer. 3WIRE will process your warranty claim with the product's manufacturer and will issue credit for your claim once the supplier has accepted the claim from 3WIRE.

Any freight costs related to a Warranty/Defective Claim, any replacement products and any products returned for warranty processing are your responsibility. Processing of

Warranty/Defective Claims will not begin until complete and accurate information is supplied to 3WIRE.

### **Invoicing and Payment Procedures**

You shall provide 3WIRE its Visa, MasterCard or American Express credit card information (which may be amended from time to time on thirty (30) days prior written notice to 3WIRE), and keep available thereon lines of credit to pay 3WIRE for products purchased. 3WIRE will charge you for products by billing through its credit card at the time of products shipment; provided that (i) 3WIRE, at its discretion, may extend credit terms to you if you apply for credit and (ii) should 3WIRE be unable to timely obtain payment through use of such credit card you are obligated to pay for all products purchased from 3WIRE on demand. 3WIRE is solely responsible for evaluating and monitoring your credit worthiness, with respect to payment to 3WIRE for products sold by 3WIRE to you. 3WIRE agrees that all credits for products on which 3WIRE has received accurate written notice that such products were invoiced but not received will be processed within thirty (30) days after receipt of notice.

### **Disclaimer of Certain Damages/Limitation of Liability**

IN NO EVENT SHALL 3WIRE BE LIABLE TO PURCHASER FOR (i) ANY THIRD PARTY CLAIMS (ii) ANY INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES AND EXPENSES OF ANY TYPE OR NATURE ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. 3WIRE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING PRODUCTS OR ANY OTHER PERFORMANCE. NOTHING IN THIS SECTION SHALL LIMIT EITHER PARTY'S LIABILITY: A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR B) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY ITS NEGLIGENCE. SUPPLIER'S CUMULATIVE LIABILITY FOR LOSS OR DAMAGES HEREUNDER OR IN RELATION HERETO FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE TOTAL AMOUNT PAID BY PURCHASER TO 3WIRE DURING THE THIRTY(30) DAY PERIOD PRECEDING THE DATE OF THE EVENTS GIVING RISE TO THE LIABILITY, LESS ANY PAYMENT PREVIOUSLY MADE BY 3WIRE TO PURCHASER IN RESPECT OF ANY LOSS OR DAMAGES ASSOCIATED WITH SUCH EVENT.

IN NO EVENT SHALL ANY 3WIRE AGENT OR AFFILIATE HAVE ANY LIABILITY OR RESPONSIBILITY RELATED TO ANY TRANSACTION BETWEEN YOU AND 3WIRE

### **Indemnification**

You will defend (at 3WIRE's request), hold harmless, and indemnify 3WIRE, its parent and affiliated companies, and their respective officers, agents and employees for any and all damages, liabilities, allegations, claims, lawsuits, demands, judgments, awards, or settlements, for (a) injury to person, property, business, or otherwise related to the products or other performance by 3WIRE in relation to 3WIRE.com transaction with you, even if, to the extent permitted by law, arising from 3WIRE's negligence (b) Your breach of these Terms, (c) any use of a product in any aircraft, PURCHASER ACKNOWLEDGING AND AGREEING THAT PRODUCTS PURCHASED FROM 3WIRE ARE NOT DESIGNED OR INTENDED FOR USE IN AIRCRAFT. 3WIRE's indemnification rights and remedies and all of 3WIRE's other rights and remedies provided in these Terms and Conditions shall be non-exclusive rights and remedies for 3WIRE and 3WIRE may pursue any other legal theory or claim, whether based in law or equity, against you. This Section shall be construed in favor of providing defense and indemnification.

## Miscellaneous

Any controversy or claim arising out of or relating to these Terms and Conditions, or the making, performance or interpretation hereof, including without limitation alleged fraudulent inducement hereof, or otherwise with respect to the business relationship between the parties shall be settled by binding arbitration in Minneapolis, Minnesota by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof.

These Terms and Conditions and all business relations between the parties, including any order by you, shall be interpreted and construed in accordance with the laws of the State of Minnesota.

These Terms and Conditions constitute the complete and final agreement between the parties and supersede any purchase order or other communications from or on behalf of you containing provisions different terms from these Terms and Conditions and do not apply or effect any modification hereof.

Notices and communications shall be deemed given to either party at the address set forth on the applicable invoice (includes any electronic address, if so provided on the invoice): (a) upon the expiration of 5 business days after the date of deposit in the U.S. mail if sent by registered mail, return receipt requested; (b) upon the next business day if sent by recognized overnight supplemental delivery service; (c) the same business date if notice is delivered personally; or (d) upon electronic confirmation of transmission if sent by facsimile or electronic mail.

Neither party's rights nor its obligations hereunder may be transferred by assignment, operation of law or otherwise, unless the other party consents to such transfer in writing prior to the occurrence of such transfer.

The relationship between you and 3WIRE is and shall be one of independent contractors. Nothing shall authorize, or be interpreted as authorizing, either party to bind the other, to incur any liability on behalf of the other, or to act as an agent for the other.

All provisions set forth herein regarding warranty, indemnification, liability and limits thereon, and any other provisions that survive by their terms will survive any temporary or permanent cession of business between the parties.

In the event that any provision of these terms is held to be illegal, invalid or unenforceable under any present or future law, rule or regulation, such provision shall be deemed stricken from these Terms and Conditions, but such illegality, invalidity or unenforceability shall not invalidate any of the other provisions of these Terms and Conditions and the remainder of these Terms and Conditions shall continue in full force and effect. Further, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of these terms a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be legally possible.

You agree to comply, and cause its personnel to comply, with: the IMI Way, the IMI Anti-Corruption Policy, the IMI Entertaining Guidelines, as amended from time to time, all of which are available at [www.imiplc.com](http://www.imiplc.com). You agree that you must be able to demonstrate your compliance with the requirements referred to in this paragraph at the request of and to the satisfaction of 3WIRE. If Buyer fails to comply with this paragraph, Seller shall be entitled, in its sole discretion, to terminate any order without penalty, but your obligations to remedy any damages suffered by 3WIRE shall survive.

Each party agrees to comply, and cause its personnel to comply, with all applicable laws, orders, rules and regulations of the United States and the states thereof in which it operates or does business and any country in which it operates or does business.

By submitting an order to 3WIRE you are agreeing that these Terms and Conditions apply to all business transactions between the parties. Without prejudice to the foregoing, you shall sign and date a counterpart of these Terms & Conditions and deliver it to 3WIRE.

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