

Terms of Use

Agreement between User and Schaedler Yesco Distribution, Inc.

Welcome. The www.sydist.com website, along with the web order pages and mobile applications (collectively, the “Site”), are comprised of various web pages operated by Schaedler Yesco Distribution, Inc. (“SYD”). The Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”). Your use of the Site constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Privacy

Your use of the Site is subject to SYD's Privacy Policy. Please review our Privacy Policy which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting the Site or sending emails to SYD constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that SYD is not responsible for third party access to your account that results from theft or misappropriation of your account. SYD and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

SYD does not knowingly collect, either online or offline, personal information from persons under the age of 18. If you are under 18, you may use the Site only with permission of a parent or guardian.

Links to Third Party Sites/Third Party Services

The Site may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of SYD and SYD is not responsible for the contents of any Linked Sites, including without limitation, any link contained in a Linked Site, or any changes or updates to Linked Site. SYD is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by SYD of the Linked Site or any association with its operators. The views and opinions expressed in any link do not necessarily state or reflect those of SYD.

Certain services made available via the Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the sydist.com domain, you hereby acknowledge and consent that SYD may share such information and data with any third party with whom SYD has a contractual relationship to provide the requested product, service or functionality on behalf of the Site users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to SYD that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site. This license shall automatically terminate if you violate any of these restrictions, and SYD may terminate the right, at any time, in its sole discretion.

All content included as part of the website such as text, graphics, photos, videos, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of SYD or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. SYD content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your company's or your personal use, and will make no other use of the content without the express written permission of SYD and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of SYD or our licensors except as expressly authorized by these Terms.

You may not link to the Site from another website without SYD's prior written permission. If you wish to provide links to this site, please direct all requests to webmaster@sydist.com.

Use of Communication Services

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as

rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; or violate any applicable laws or regulations.

SYD has no obligation to monitor the Communication Services. However, SYD reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. SYD reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. SYD reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. SYD does not control or endorse the content, messages or information found in any Communication Service and, therefore, SYD specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized SYD spokespersons, and their views do not necessarily reflect those of SYD.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

Materials Provided to the Site or Posted on Any SYD Web Page

SYD does not claim ownership of the materials you provide to the Site (including feedback and suggestions) or post, upload, input or submit to any SYD Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting SYD, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission, and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein.

SYD is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in our sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Third Party Accounts

You may be able to connect your SYD account to third party accounts. By connecting your SYD account to your third-party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third-party sites). If you do not want information about you to be shared in this manner, do not use this feature.

Choice of Law/International Users

The Site is controlled, operated and administered by SYD from our offices within the USA. The terms of this Site and any claims related to this site, except as required under applicable United States Federal law, shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions. Any action arising out of or relating to these Terms of Use or Privacy Policy shall be filed only in state or federal courts located in or sitting over Harrisburg, Dauphin County, Pennsylvania, and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

If you access the Site from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the SYD content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless SYD, its officers, directors, employees, agents and third parties, for any losses, damages, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. SYD reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with SYD in asserting any available defenses.

Liability Disclaimer

The information, software, products, and services included in or available through the Site may include inaccuracies or typographical errors. Changes are periodically added to the information

herein. SYD and/or its suppliers may make improvements and/or changes in the Site at any time. SYD and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Site for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided “as is” without warranty or condition of any kind. SYD Inc. and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. To the maximum extent permitted by applicable law, in no event shall SYD and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Site, with the delay or inability to use the Site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Site, or otherwise arising out of the use of the Site, whether based on contract, tort, negligence, strict liability or otherwise, even if SYD or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Site, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Site.

Termination/Access Restriction

SYD reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and SYD as a result of this agreement or use of the Site. SYD's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of SYD's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by SYD with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement, along with SYD's Privacy Policy, constitutes the entire agreement between the user and SYD with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and SYD with respect to the Site.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same

extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

SYD reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. SYD encourages you to periodically review the Terms to stay informed of our Updates. By using this Site, you are agreeing to be bound by the then current version of these Terms of Use.

Contact Us

SYD welcomes your questions or comments regarding the Terms:

Schaedler Yesco Distribution, Inc.
3982 Paxton Street
Harrisburg, PA 17111

Email Address:
webmaster@sydist.com

Telephone number:
(717) 233-1621

Effective as of February 23, 2018