

TERMS OF USE POLICY

Introduction

Updated and Effective Date: 4/1/2020

All access to and use of the website located at www.beaconfasteners.com ("Website"), and the features and functions on the Website that are provided by or on behalf of, Beacon Fasteners and Components, Inc. ("Beacon Fasteners"), are subject to these terms of use including any terms, conditions, policies and notices linked or referenced from here (the "Terms of Use Policy" or these "Terms"). Please review these Terms. **By accessing the Website in any way, including, without limitation, browsing the Website, using any information or materials contained on or in the Website, including certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, product, service and program names, slogans, and the compilation of the foregoing, and/or submitting information to Beacon Fasteners ("Content"), you agree to and are bound by the Terms of Use Policy until your use or access of the Website is terminated.** Certain terms within these Terms shall survive your termination of use or access to the Website, including, but not limited to disclaimers of warranties, damage and remedy exclusions and limitations, indemnification obligations, and a choice of Illinois law.

From time to time Beacon Fasteners may update these Terms. Your use of the Website after any changes to these Terms are posted constitutes your agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version. Beacon Fasteners may, in its sole discretion, and at any time, change or discontinue the Website or any part thereof, with or without notice, or may prevent your use of the Website with or without notice. You agree that you do not have any rights in the Website and that Beacon Fasteners will have no liability to you if the Website is discontinued or your ability to access the Website or any Content you may have posted on the Website is terminated.

By accessing or linking to the Website, you assume the risk that the information on the Website may be incomplete, inaccurate, or out of date, or may not meet your needs and requirements. Beacon Fasteners may add, change, discontinue, remove or suspend any of the Content included in the Website at any time, without notice and without liability. Due to the potential for errors in the storage and transmission of digital information, Beacon Fasteners does not warrant the accuracy of Content contained on or obtained from the Website.

The Content available on the Website is intended to be a general information resource regarding various products offered and is not tailored to your specific application. Information contained herein should not be construed as application engineering or other professional advice.

Terms Applicable to All Users:

YOUR USE OF THE WEBSITE IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTING AND AGREEING TO THE TERMS OF USE POLICY. IF THESE TERMS OF USE ARE NOT COMPLETELY ACCEPTABLE TO YOU, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THE WEBSITE.

If you are not 18 or older, you are not authorized to use the Website.

Product prices, specifications, descriptions, photographs, or other Content are subject to change without notice.

Purchases made through the Website are also subject to the Terms and Conditions of Sale.

As part of the registration process, each user will select a Password and Login Name. You shall provide Beacon Fasteners with accurate, complete, and updated account information. Failure to do so shall constitute a breach of these Terms, which may result in immediate termination of your account.

You may not: i) select or use a Login Name of another person with the intent to impersonate that person; ii) use a name subject to the rights of any other person without authorization; iii) use a Login Name that the Website, in its sole discretion, deems inappropriate or offensive.

You shall notify Beacon Fasteners of any known or suspected unauthorized use of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password. You shall be responsible for maintaining the confidentiality of your password.

If you would like to request additional information regarding these Terms, please contact us at: Beacon Fasteners and Components, Inc., 198 W Carpenter Avenue, Wheeling, IL 60090
websales@beaconfasteners.com.

License to Access and Scope of Use of the Website

No Unlawful or Prohibited Use: As a condition of your use of the Website, you warrant to Beacon Fasteners that you will not use the Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website. Gathering email addresses from Beacon Fasteners through harvesting or automated means is prohibited. Posting or transmitting unauthorized or unsolicited advertising, promotional materials, or any other forms of solicitation to other Users is prohibited.

Beacon Fastener Content

Content on the Website that is provided by Beacon Fasteners, its contractors, or its licensors, is the property of Beacon Fasteners, its contractors, or its licensors, respectively, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws.

Indemnification

You agree to indemnify, defend and hold Beacon Fasteners, its affiliates, officers, employees, and Website contractors, and each of their officers, employees and agents, harmless from any claims, actions or demands, liabilities and settlements, and damages and expenses, including reasonable

attorneys' fees and costs, related to your violation of these Terms or which arises from the use of Content you submitted, posted, or otherwise provided to Beacon Fasteners or the Website.

Representations and Limitation of Liability

THE WEBSITE, AND ANY CONTENT, ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, ACCURACY, AND NON-INFRINGEMENT, ALL OF WHICH BEACON FASTENERS EXPRESSLY DISCLAIMS. BEACON FASTENERS DOES NOT ENDORSE AND MAKES NO WARRANTY AS TO THE ACCURACY, COMPLETENESS, CURRENCY, OR RELIABILITY OF THE CONTENT, AND BEACON FASTENERS WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR ANY FAILURE OR DELAY IN UPDATING THE WEBSITE OR ANY CONTENT. BEACON FASTENERS HAS NO DUTY TO UPDATE THE CONTENT OF THE WEBSITE. BEACON FASTENERS MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR ANY RESULTS OR OTHER CONSEQUENCES OF ACCESSING THE WEBSITE AND USING THE CONTENT, AND FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY CONTENT YOU MAY ACCESS, DOWNLOAD OR OTHERWISE OBTAIN IS FREE OF VIRUSES OR ANY OTHER HARMFUL COMPONENTS. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

YOUR USE OF THE CONTENT IS AT YOUR OWN RISK. BEACON FASTENERS SPECIFICALLY DISCLAIMS ANY LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH ACCESS TO, USE OF OR RELIANCE ON THE CONTENT (EVEN IF BEACON FASTENERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) OR THAT ARISE IN CONNECTION WITH MISTAKES OR OMISSIONS IN, OR DELAYS IN TRANSMISSION OF, INFORMATION TO OR FROM THE USER, ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION OR DELIVERY, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, PROGRAMS OR FILES, INTERRUPTIONS IN TELECOMMUNICATIONS CONNECTIONS TO THE WEBSITE OR VIRUSES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO THE WEBSITE OR THE CONTENT. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THIS LIMITATION MAY NOT APPLY TO YOU.

Copyrights and Trademarks

You agree not to download, display, or use any Content for use in any publications, in public performances, or on websites or applications other than the Website for any unpermitted commercial purpose, in connection with products or services that are not those of Beacon Fasteners, in any other manner that is likely to cause confusion, that disparages or discredits Beacon Fasteners and/or its

licensors, or that dilutes the strength of Beacon Fasteners', contractors', or its licensors' intellectual property, or that otherwise infringes Beacon Fasteners', contractors' or its licensors' intellectual property rights (including through use of screen scraping, web harvesting, data extraction, or similar software or technologies). You further agree not to misuse any Content in any other manner.

Hyperlinks

We may provide links to various other websites that may be of interest to you and for your convenience only. However, Beacon Fasteners does not control or endorse such websites and is not responsible for their content nor is it responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such websites. Please read the terms and conditions or terms of use policies of any other company or website you may link to from the Website. These Terms apply only to the Website, its Content, and the products and services Beacon Fasteners offers. If you decide to access any of the third-party sites linked to the Website, you do so at your own risk. Beacon Fasteners reserves the right to terminate any link or linking program at any time. Beacon Fasteners disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such sites.

Third-Party Technology, Websites and Applications

The Website may include third party technology, services, software, applications, and links to third party websites ("Technology"). Beacon Fasteners is not responsible for the practices or policies of such third parties, nor the content of any third-party website or application, and does not make any representation regarding third party product or Technology, or content or accuracy of any material on such websites or applications. If you decide to use any such third-party website or application, you do so at your own risk.

To the extent applicable, your use of such third-party Technology is subject to these Terms, our Privacy Policy, and the additional terms and conditions located here.

Additional Terms Applicable to Users

These Terms will be governed by and construed in accordance with the laws of Illinois without regard to conflicts of laws principles. By using the Website, you hereby agree that any and all disputes regarding these Terms will be subject to the courts located in Cook County, Illinois. These Terms operate to the fullest extent permissible by law.

Accessing Content on the Website by certain persons in certain countries may not be lawful, and Beacon Fasteners makes no representation that the Website or the Content on the Website are appropriate or available for use in locations outside the United States. If you choose to access the Website from outside the United States, you do so at your own risk and initiative, and are responsible for compliance with any applicable local laws.

Beacon Fasteners reserves the right, but is not obligated to do any or all of the following: i) Monitor, edit, record, or delete any communication that can be seen by the public, ii) Examine an allegation that

communication does not conform to these Terms of this section and determine in its sole discretion to remove or request the removal of the communication, iii) Remove communication that is abusive, illegal, or disruptive, or that otherwise fail to conform with these Terms, iv) Terminate users' access to the Website upon any breach of these Terms. Beacon Fasteners reserves the right to take any action it deems necessary to protect the personal safety of our guests or the public. Beacon Fasteners has no liability or responsibility to users of the Website or any other person or entity for performance or nonperformance of the aforementioned activities.

On certain areas of the Website, you may be given the ability to provide Beacon Fasteners with personally identifiable information. Please read our Privacy Policy for more information about Beacon Fasteners information collection and use practices. If Beacon Fasteners fails to act with respect to your breach or anyone else's breach on any occasion, Beacon Fasteners shall not waive its right to act with respect to future or similar breaches.

If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of these Terms.