

CONDITIONS OF USE

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References to Schletter's parent company herein refer to Schletter GmbH, a German company, and its subsidiaries and affiliates.

1. PRIVACY

1.1 *Privacy Policy.* Please review our Privacy Policy, which also governs your use of the Sites, to fully understand our practices.

2. TRANSACTIONS

2.1 *Terms and Conditions of Sale.* To make purchases at the Schletter Store Site, you must accept Schletter's Terms and Conditions of Sale.

3. ELECTRONIC COMMUNICATIONS

3.1 *Legal Satisfaction.* When you visit any Site or send e-mail to us, you are communicating with us electronically.

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6. RESTRICTIONS ON USE

6.1 *General.* The Site may be used only for lawful purposes. As a condition of your use of the Site, you agree not to use the Site for any purpose that is unlawful or is prohibited by these Conditions of Use.

6.2 *Account.* As explained in more detail in the Schletter Privacy Policy, in order to access certain of the resources and services the Sites have to offer, you may be asked to provide

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7. COPYRIGHT ISSUES

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- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest
- A description of the copyrighted work you claim has been infringed upon
- A description of where the material you claim is infringing is located on the Site
- Your address, telephone number, and e-mail address
- A statement by you 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 by you, made under penalty of perjury, that the above-described information set forth in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf

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Schletter Inc.
Attn: Copyright Infringement
3761 E. Farnum Place
Tucson, Arizona 85706
phone: 520-289-8700
fax: 520-289-8696
e-mail: mail@schletter.us

8. RISK OF LOSS

8.1 *General.* All items purchased from the Schletter Store Site are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the end carrier.

9. PRODUCT DESCRIPTIONS

9.1 *General.* Schletter exercises care to assure that product descriptions, information and other content on the Sites are accurate. However, Schletter makes no warranties that product descriptions, information and other content on any Site is accurate, complete, reliable, current, or error-free.

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11.1 *Governing Law.* By using the Site, you agree that the laws of the State of Arizona, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Schletter.

12. DISPUTES

12.1 *Venue.* You specifically consent to personal jurisdiction in Arizona in connection with any dispute between you and Schletter arising out of these Conditions of Use or pertaining to your use of the Site. By using the Site, you agree that any dispute arising between or involving you and Schletter with respect to use of the Sites shall be resolved only by proceedings instituted and conducted in the Superior Court of the State of Arizona in Pima County, Arizona., in which the user of the Sites will be deemed to have (i) waived the right to sue or be sued in any other court or jurisdiction and agreed to submit to the exclusive *in personem* and subject matter jurisdiction of such court, (ii) waived all claims or contentions that such court does not have personal jurisdiction over it or subject matter jurisdiction over the dispute or is an inconvenient forum for resolution of

such dispute, and (iii) agreed that process may be served upon it in any such proceeding in accordance with Arizona law and the rules of such court. However, notwithstanding the foregoing, Schletter shall also be entitled to institute legal proceedings involving any Site user in any court located in such user's place of domicile or in any jurisdiction where such user maintains a place of business. If any provision of these Conditions of Use is unlawful, void, or unenforceable under Arizona law, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

13. SITE POLICIES AND MODIFICATION

13.1 *Other Policies.* Please review the other policies and terms posted on the Sites. These also govern your use of the Sites. We reserve the right to make changes to our Sites, policies, and these Conditions of Use at any time.

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