# **Standard Sales Terms and Conditions**

# Quotations

Any drawings, specifications, or other data attached to any quotation furnished by Mid Iowa Tools, Inc., McNeal Tool Company, or Metro Tool & Abrasives ("Seller") shall be deemed to be a part thereof. Any written quotation of Seller is subject to and shall not be binding upon the Seller until (a) the actual receipt by the Seller at any of its then existing offices of Buyer's written order based upon all the terms and conditions hereof, without qualification, within thirty (30) days after the date of said quotation and (b) Seller's acceptance of such order at any of its then existing offices.

# **Buyer's Order**

Buyer's order shall be deemed to incorporate without exception, all of the terms and conditions hereof, not withstanding any printed order form of Buyer containing additional or contrary terms or conditions, unless Buyer shall have expressly advised Seller to the contrary, in a writing apart from the printed provisions of such order, and no acknowledgment by Seller, or reference to an order of Buyer, shall be deemed to be an acceptance by Seller of any such additional or contrary printed terms or condition. In the event of a written request, by the Buyer, for additional or contrary terms or conditions, then such modifications may only be made in these terms and conditions by a written instrument signed by one of Seller's officers.

# **Governing Law**

All sales and agreements shall be governed and constructed for all purposes, including, but not limited to Seller's obligation or liability respecting its products, according to the laws of the State of Iowa. Buyer and Seller agree that any dispute arising out of the Buyer's purchase of the goods or the Seller's sale of the goods will be resolved in a court of competent jurisdiction in Linn County, Iowa.

# **Prices and Payment**

Unless otherwise specified, Buyer agrees to pay or reimburse Seller for all shipping charges incurred or assessed by Seller, and payment shall be net cash, per invoice terms, paid to Mid Iowa Tools, Inc., McNeal Tool Company or Metro Tool & Abrasives at 3350 Square D Drive SW, Cedar Rapids, IA 52404.

#### Shipment, Shipping Date

Shipment will be by freight unless otherwise specified. Shipping dates are approximate and are based determent, at Buyer's request, of shipment beyond the respective dates indicated will be made, except on terms that will indemnify Seller against all loss and additional expense, including, but not limited to demurrage, handling, storage and insurance charges.

#### **Restocking Charge**

Buyer agrees to pay Seller, upon return of merchandise, return freight to the final destination of the merchandise, as designated by Seller, and to pay the restocking charge at the rate which Seller may designate from time to time.

# Cancellation

After acceptance by Seller, orders shall not be subject to cancellation except with the Sellers consent and upon terms that will indemnify the Seller against loss.

# **Risk of Loss**

Delivery of products to a common carrier or licensed trucker shall constitute delivery to Buyer, and all risk of loss or damage in transit shall be borne by Buyer.

# Warranty

THE SELLER MAKES NO WARRANTY, EXCEPT THAT OF TITLE, OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT AS CONTAINED HEREIN. ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED, SELLER EXCLUDES ALL WARRANTIES FOR MERCHANTABILITY AND BUYER AGREES TO TAKE GOODS ON AN "AS IS" BASIS. SELLER LIMITS BUYER'S REMEDIES TO THE REPLACEMENT OF NON-CONFORMING GOODS OR PARTS. The Seller warrants that parts supplied or distributed by it will be as specified and extends no warranty, whatsoever, beyond the warranties, if any which may be extended by the original manufacturer of the parts, which warranties are the sole responsibility of the manufacturer and not the Seller. The Seller's liability under this warranty shall be limited to the repair or replacement, or the repayment of the purchase price, or the granting of a reasonable allowance (as Seller may elect) for any part which, upon return to Seller, is found to be defective at the time of shipment, provided Buyer notifies the Seller of any such defect within ten (10) days of its discovery, but in no event later than sixty (60) days from the date of shipment of such part by the Seller. Repairs or replacements shall be made by the Seller f.o.b. point of shipment. The remedies of the Buyer set forth herein are exclusive, and the total liability of the Seller with respect to this or any prior or subsequent order, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise shall not exceed the purchase price of the part upon which liability is placed. The Seller or its supplier shall in no event be liable to the Buyer, any successors in interest or any beneficiary of this order for any consequential, incidentally indirect, special or punitive damages arising out of this order or any prior or subsequent order, or any breach thereof, or any defect in, or failure of, malfunction of the parts hereunder, whether based upon loss of use, lost profits or revenue, interest, lost good will, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation or claims of customers or Buyer for service interruption whether or not such loss is based on contract, warranty, negligence, war, force of arms, fire, the elements, riot, labor disputes, accidents, any governmental action, prohibition or regulation, delay in transportation, shortage of, or inability to obtain or non-arrival of any material or equipment used in the manufacture of the products covered hereby or the failure of any party to perform any contract with Seller relative to the production of such products, or from any cause whatever beyond the Seller's reasonable control whether or not such cause is similar or dissimilar to those enumerated.

# **Nuclear Liability**

In the event that the parts or products sold hereunder are to be used in a nuclear facility, the Buyer hereby releases and agrees to indemnify the Seller and its suppliers for any damage, including loss of use, in any manner arising out of a nuclear incident whether alleged to be due, in whole or in part, to the negligence or otherwise of the Seller or its suppliers.

# Amendment only by Writing

These terms and conditions will not be amended, modified or receded except by written agreement signed by an authorized official of both the Buyer and Seller expressly referring hereto.

# Default

In the event Buyer does not pay when due or does not comply with any provision hereof, or if a proceeding in bankruptcy, receivership or insolvency instituted by or against the Buyer, or any representation or statement made by Buyer to obtain credit from Seller proves false or misleading the Buyer shall be in default hereunder. Upon default in payment, or upon breach or failure to observe any other part of this contract, Seller may, at this option, without notice declare the entire unpaid balance, immediately due and payable. Seller shall have all rights and remedies for default provided by the Uniform Commercial Code and any other applicable law. With respect to such rights and remedies:

- 1. It is expressly understood and agreed by the Buyer that Seller may retake possession of the goods sold without resort to prior hearing or any other judicial process, enter upon any premises where the goods may be located.
- 2. Seller may require Buyer to assemble the goods and to make the same available to Seller at any convenient place designated by Seller.
- 3. Buyer shall reimburse Seller for any expenses incurred by Seller in protecting or enforcing its rights under this contract, including without limitation reasonable attorney's fees and legal expenses and all expenses of taking possession, holding, preparing for dispositions, and disposing of goods. After deduction of such expenses Seller may apply proceeds of disposition to the obligations in such order and amounts as it elects.
- 4. No failure on the part of the Seller to exercise any of its rights hereunder shall be deemed a waiver of such rights or of any default.

#### **Security Agreement**

- 1. Buyer grants to Seller a security interest in the goods purchased from Seller to secure the payment of this and any other obligation of the Buyer to the Seller.
- 2. All the Buyer's right, title and interest in, to and under the following, whether presently existing or hereafter acquired: (i) the goods purchased from Seller and all attachments and accessories to such goods; and (ii) all proceeds of the foregoing including, without limitation, proceeds of insurance policies insuring any or all of the foregoing or any guarantee or warranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

# **Shipping Information**

#### **Shipping Policy**

A \$5 shipping and handling fee is charged on orders totaling less than \$50 before tax and shipped to one address within the continental United States.

UPS is our primary parcel carrier and we use a variety of carriers for LTL shipments.

Title and risk of loss pass to customer upon tender of shipment to carrier.

#### **Shipping Policy Exceptions**

Not all products qualify for the above Shipping Policy. Any charges incurred for hazardous materials or other special handling by the carrier must be paid by the customer. Fuel surcharges may be applied.

Mid Iowa Tools/Metro Tool & Abrasives Company/McNeal Tool Company (MIT) accepts orders for shipments within the continental US, Alaska and Hawaii. Orders to international destinations will not be processed. MIT does not ship to PO Box addresses.

# Website Terms of Access

Please review these Terms of Access. All access to and use of this site and all websites (including mobile websites), applications, or other services on which these terms reside (collectively the "Property"), and the features at this Property, are subject to these Terms of Access ("Terms"). By accessing this Property in any way, including, without limitation, browsing this Property, using any information, and/or submitting information to Mid Iowa Tools/Metro Tool & Abrasives Company/McNeal Tool Company (MIT), you agree to and are bound by the terms, conditions, policies and notices contained here (the "Terms"), including, but not limited to, conducting this transaction electronically, disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of Iowa law.

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

By accessing or linking to this Property, you assume the risk that the information on this Property may be incomplete, inaccurate, out of date or may not meet your needs and requirements. We may add, change, discontinue, remove or suspend any of the information, features and other content included in this Property at any time, without notice and without liability.

All information provided on this Property is subject to change without notice. While efforts have been made to make this Property helpful and accurate, due to the nature of this Property, and the potential for errors in the storage and transmission of digital information, MIT does not warrant the accuracy of information obtained from this Property.

# Access and Use of Property

Access to this Property is limited to viewing the linked pages solely for legitimate business purposes, and subject to these Terms. Any access or attempt to access other areas of any MIT computer system or other information contained on the system for any purposes is strictly prohibited.

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Content on this Property, including certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, product and program names, slogans, and the compilation of the foregoing ("Content") is the property of MIT and its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws.

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# **Use of Property and Posting Policy**

The following requirements apply to your use the Property: (a) you will not use any electronic communication feature of the Property for any purpose that is unlawful, tortuous, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful; (b) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the

permission of the owner of such rights; (c) you will not collect or store personal data about other users; (d) you will not use the Property for any commercial transactions that are unrelated to the purposes for which the Property was provided; (e) you will not upload, post, email, or otherwise transmit on interactive features intended for the general public any advertising or promotional materials or any other form of solicitation or unauthorized communication; (f) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

From time to time on certain areas of the Property you may be able to submit reviews and certain other materials ("User Content"). By using these features, you agree that you will not post any content that is unlawful, harmful, tortuous, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by MIT; that you will not post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; that you will not impersonate any person or organization, including without limitation, the personnel of MIT, or misrepresent an affiliation with another person or organization; you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Property, or feature of the Property. You further understand and agree that you have no ownership rights in any account you may have with us or other access to the Property or features therein. MIT may cancel your account and delete all User Content associated with your account at any time, and without notice, if MIT deems that you have violated these Terms, the law, or for any other reason. MIT assumes no liability for any information removed from the Property, and reserves the right to permanently restrict access to the Property or a user account.

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including other users, for use on other media or platforms known or hereinafter developed. You continue to retain all ownership rights in your User Content, and you continue to have the right to use your User Content in any way you choose, subject to these Terms and the license described herein. You represent and warrant that you own the content submitted, displayed, published or posted by you on the Property and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of any content you submit, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity. Notwithstanding the foregoing, you acknowledge that your User Content may contain concepts, ideas, materials, proposals, suggestions and the like relating to MIT or our initiatives (your "Ideas"). With respect to Ideas you acknowledge that: (a) MIT receives numerous submissions from many parties and/or may have independently developed and/or considered similar Ideas, and that MIT's review of the Ideas is not an admission of novelty, priority or originality; and (b) MIT's use of any similar Ideas, whether based on your User Content, provided to MIT by third parties, or independently developed or considered by MIT, shall be without obligation to you.

#### Indemnification

You agree to indemnify and hold MIT, its parents, subsidiaries, officers, employees, and website contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation of these Terms, including the Posting Policy, or which arises from the use of User Content you submitted, posted, or otherwise provided to MIT or this Property.

#### **Representations and Limitations of Liability**

MIT makes no representations about the reliability of the features of this Property, the Content, User Content, or any other Property feature, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on such material or systems will be at your own risk. MIT makes no representations regarding the amount of time that any Content or User Content will be preserved. MIT does not endorse, verify, evaluate or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any User Content. You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by MIT without the prior review and written approval of MIT.

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#### **Cross Reference Information**

Product cross-reference comparisons do not imply that all products compared are available, or in the case of functional equivalency, that performance and other characteristics are fully comparable. Please review specifications prior to purchase.

#### **Hypertext Links**

This Property may be linked to other sites which are not maintained by MIT. MIT is not responsible for the content of or Privacy or other policies governing those sites. The inclusion of any link to such sites does not imply endorsement, sponsorship, or recommendation by MIT of the linked sites. MIT disclaims any liability for links: (i) from another site to the Property and (ii) to another site from the Property.

# Miscellaneous

These Terms will be governed by and construed in accordance with the internal laws of Iowa without regard to conflicts of laws principles. By using this site, you hereby agree that any and all disputes regarding these Terms will be subject to the courts located in Linn County, Iowa. These Terms operate to the fullest extent permissible by law. Accessing materials on this Property by certain persons in certain countries may not be lawful, and MIT makes no representation that materials on this Property are appropriate or available for use in locations outside the United States. If you choose to access this Property from outside the United States, you do so at your own risk and initiative, and are responsible for compliance with any applicable local laws.

On certain areas of our Property, you may be given the ability to provide us with personally identifiable information. Please read our Privacy Policy for more information about our information collection and use practices, which Policy applies to information you submit on this Property, and you hereby agree to the terms of that Policy.

If MIT fails to act with respect to your breach or anyone else's breach on any occasion, MIT is not waiving 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 of use and shall not affect the validity and enforceability of any remaining provisions.

These Terms constitute a binding agreement between you and MIT, and is accepted by you upon your use of the Property. These Terms constitute the entire agreement between you

and MIT regarding the use of the Property. By using the Property you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

# **Website Sales Terms and Conditions**

# Prices

Prices listed do not include shipping, handling fees, taxes, and/or duties, and are subject to correction or change without notice. Market sensitive commodity products will be priced according to current market conditions.

# **Payment and Credit Terms**

MIT accepts cash, company checks, Visa, MasterCard, Discover, American Express and PayPal. For customers with established MIT credit accounts, payment terms are net thirty (30) days from the date of shipment. All credit extended by MIT to customer, and the limits of such credit, is at MIT's sole discretion, and may be reduced or revoked by MIT at any time, for any reason. MIT reserves the right to charge a convenience fee for late payments. MIT further reserves the right to charge customer a late payment fee at the rate of one and one-half percent (1-1/2%) of the amount due for each month or portion thereof that the amount due remains unpaid, or such lesser amount as may be permitted under applicable law. All payments must be made in U.S. dollars. MIT shall have the right of set-off and deduction for any sums owed by customer to MIT.

If customer fails to make payment within thirty (30) days of shipment, or fails to comply with MIT's credit terms, or fails to supply adequate assurance of full performance to MIT within a reasonable time after requested by MIT (such time as specified in MIT's request), MIT may defer shipments until such payment or compliance is made, require cash in advance for any further shipments, demand immediate payment of all amounts then owed, elect to pursue collection action (including without limitation, attorneys' fees and any and all other associated costs of collection), and/or may, at its option, cancel all or any part of an unshipped order. Customer agrees to assume responsibility for, and customer hereby unconditionally guarantees payment of, as provided herein, all purchases made by customer, its subsidiaries and affiliates. Each of customer's subsidiaries and affiliates purchasing from MIT will be jointly and severally liable for purchases with customer, and customer is also acting as agent for such subsidiaries and affiliates.

# **Security Interest**

Customer hereby grants to MIT a first priority purchase money security interest and/or chattel mortgage in the products and any accounts receivable or cash from resale thereof until full payment is made to MIT. Customer agrees to file, and it permits and authorizes MIT to file, any financing statements or other appropriate documents with its governmental authorities to perfect the validity, priority, and enforceability of MIT's lien or security interest.

# Credit Balance

Customer agrees that any credit balance(s) issued by MIT will be applied to customer's account within one (1) year of its issuance.

IF CUSTOMER HAS NOT APPLIED FOR OR REQUESTED THE CREDIT WITHIN ONE (1) YEAR, ANY REMAINING CREDIT BALANCE(S) WILL BE SUBJECT TO CANCELLATION, AND MIT SHALL HAVE NO FURTHER LIABILITY.

# MIT reserves the right to accept or reject any order.

# All items are sold for domestic consumption in the United States.

If exported, purchaser assumes full responsibility for compliance with US export controls.

# FAQ's

#### Q. What are my payment options?

**A.** MIT accepts cash, company checks, Visa, MasterCard, Discover, American Express and PayPal.

## Q. How do I place an order?

**A.** To place an order, go to the product table that contains what you are looking for and narrow down your choices by picking the features that are important. Once you are down to the product(s) that you want, scroll down to the table and enter the number that you want to buy. Click the **Add to Cart** button.

Continue shopping in this manner until you have everything that you need. When you are ready to checkout, click the 🚝 Cart button at the top of the website.

We will then ask you either register (New Users) or login. Once you have completed this short process, you'll be back on the website home page again. Click the cart button and you will enter the checkout sequence. Follow the sequence—the buttons will get you there. Once you see the Thank You for Your Order page, your order is with us and will be on its way to you very shortly.

For most customers, you will receive your order within a couple of days. If you have any problems or issues, feel free to call us at 319.366.8363.

# Q. Do I have to have an account to order from you?

**A.** You do not need an account to order from us. You do need to register which is very easy.

# Q. What is your shipping policy?

**A.** Our shipping policy states:

A \$5 shipping and handling fee is charged on orders totaling less than \$50 before tax and shipped to one address within the continental United States.

UPS is our primary parcel carrier and we use a variety of carriers for LTL shipments.

Title and risk of loss pass to customer upon tender of shipment to carrier.

# **Shipping Policy Exceptions**

Not all products qualify for the above Shipping Policy. Additionally, standard shipping rates will apply for all orders. Any charges incurred for hazardous materials or other special handling by the carrier must be paid by the customer. Fuel surcharges may be applied.

MIT only accepts orders for shipments within the continental US, Alaska and Hawaii. Orders to international destinations will not be processed. MIT does not ship to PO Box addresses.

# Q. How do I use my tax exempt status?\*

**A.** Exempt purchasers need to provide us with a copy of a state resale certificate, exemption certificate or other acceptable proof of your exempt status for the state where the items will be shipped.

The documentation submitted should include name of the organization that purchased the items.

# How to submit this information:

First, place your order through our website or with one of our customer service representatives. After you've received your shipment confirmation, please submit the necessary information by fax in order to receive a refund of any sales tax. Our fax number is 319.366.8870

Alternatively, you can scan your certificate and send it to us at invoices@midiowatools.com

In either case, please include the following:

- Your order number
- E-mail address
- Acceptable proof of your exempt status (as outlined above)
- The name of the organization that purchased the items
- Mark your fax "Attn: MIT Tax Exempt" or your email "Tax Exemption Request"

\*You will need to contact us after placing each order to ensure you are refunded the tax on your purchase.

# Q. What is your Return/Exchange policy?

**A.** Standard Products may be returned within 30 days of shipment for a full credit or exchange (provided the product is undamaged). Return documentation should clearly specify credit or exchange.

#### Specials or make to order items are non-cancelable and non-returnable.

Returned items must be in the original packaging.

All returns must include a return authorization (RA) number that can be obtained by contacting our Customer Service Department at 319.366.8363. Our customer service hours are Monday through Friday from 8am to 5pm (CT).

Include a copy of the original order confirmation or packing slip with your RA paperwork as proof of purchase.

Returns received at MIT without a RA number may be assessed a restocking (processing) fee that will be deducted from any credit due.

# Q. How do I make a return?

**A.** Call our Customer Service Department at 319.366.8363. Our customer service hours are Monday through Friday from 8am to 5pm (CT).

They will walk you through the process and provide instructions for the return.

# Q. When will my order be billed to my credit card?

**A.** Items are billed to your credit card when they are shipped. In the rare occasion that some of your items ordered are not in stock, we will only bill you for the part of the order that we can ship. In these cases, you will see multiple charges as the items are shipped to you as soon as they arrive in our warehouse.

# Q. What do I do if I receive damaged goods?

**A.** In the unfortunate event that your items are received damaged, call our Customer Service Department at 319.366.8363. We will arrange for a full refund or exchange and give you instructions for returning the item.

#### Q. How do I get taken off your mailing list?

**A.** Recipients of our e-mail marketing messages can unsubscribe from receiving future promotional e-mails in two different ways. You can request to be unsubscribed by:

- following the unsubscribe instructions at the bottom of each promotional email, or
- calling us directly at 319.366.8363 and request to be unsubscribed.

# Q. How do I enter a PO Number?

**A.** When you are going through the Checkout process, you will come to a screen that is labeled **Shipping Page**. At the bottom of that screen, you'll see a boxed field with "Purchase Order # (for customer reference)" before it. This field is there for your convenience. Enter whatever information you need to reference your PO System. Whatever you enter into this field will show up in your confirmation, invoice and packing list.

#### Q. What is the warranty on your products?

**A.** For information on a specific manufacturer's warranty, please contact MIT at 319.366.8363

#### Q. How many days does it take to receive my item(s)?

**A.** Stocked items will generally ship within one business day. Depending on your location, you should receive your item within 3–7 business days.

Third party items ship directly from the manufacturer. These items can be coming from anywhere and therefore will have a much more variable delivery time.

# $\ensuremath{\mathbb{Q}}.$ What if the picture does not match the product attributes?

**A.** On occasion, the manufacturer supplied images may differ slightly from the product listing. Please refer to the product attributes for the most accurate information for these products. If you have any further questions, feel free to contact us.

# **MIT's Privacy Policy**

# **About This Policy**

This notice describes the information practices of *Mid Iowa Tools, Inc.*, and its subsidiaries, divisions, affiliates, (collectively "We") as it relates to the websites on which this policy is posted ("Site"). It does not apply to information we might collect on other sites or in other forums, including by email or offline.

# **Information We Collect**

Our web servers collect general data pertaining to each Site visitor, including, but not limited to, the IP address, tracking codes, domain name, the web page, the length of time spent and the pages accessed while visiting this site.

We also collect personally identifiable and transactional information provided by companies and site visitors that purchase products from that Site. This information includes contact information, shipping information, credit cardholder name, card number/expiration date, CSV and zip code. We may also retain the content of the communications that are sent to our customer service representatives.

# **How We Collect Information**

We collect information directly from you—for example when you register on the site, participate in a survey, or fill out a form requesting information from us.

We collect information from you passively—we use common tracking techniques like traditional cookies, flash cookies, and web beacons. This policy describes how and when we use these technologies.

We obtain information about you from third parties with whom we work—for example, our suppliers, resellers, and other business partners.

# **Use of Information Collected**

- We use the information that is collected from Site visitors and customers, or otherwise in connection with the Sites, as is disclosed at the time information is collected, as is otherwise disclosed to you, and as follows:
- To respond to your requests or inquires and to fill your orders;
- To understand the use of the Sites, improve the content of the Sites, customize the shopping experience for Sites visitors and customers, and otherwise improve our products, services, the Site and our your online experience including through using the tracking technologies described here
- To notify Site visitors of changes to the Sites, new products and services, and for any other legitimate and lawful business purpose, including to notify you of changes to this Privacy Policy, our website Terms, or other terms that may impact your use of the Sites;
- To protect the security or integrity of the Sites, our company, or our customers and visitors; and
- To determine your browser, recognize new visitors or existing users, and better understand our audience, customers and website visitors, including by using tracking tools.

# **Information Sharing**

We may share your information as follows:

Among our various subsidiaries, divisions, affiliates, parent organizations;

With third parties, such as suppliers, financial institutions, and other who perform services on our behalf;

With any successor to MIT's interest, or otherwise in connection with a merger, sale or transfer of all or part of our business operations;

With third parties whose products or services might be of interest to you or for joint promotional purposes;

In response to subpoenas, investigative requests (with or without Subpoena) and other legal process, to exercise our legal rights and defend against legal claims.

For other reasons as may be described to you, for example in some situations we will share information with a marketing partner who is working with us to provide you with a program or service.

## **Your Options**

Recipients of our e-mail marketing messages can unsubscribe from receiving future promotional e-mails in two different ways. You can request to be unsubscribed by:

- following the unsubscribe instructions at the bottom of each promotional email, or
- calling us directly at 319.366.8363 and request to be unsubscribed.

#### Security

Our Site uses industry-standard encryption technology to provide for the security of your credit card numbers. In addition, we have put in place reasonable procedural and technical standards to protect the security of our Sites and information we maintain. However, we cannot guarantee that any electronic commerce is totally secure. We encourage you to take affirmative steps to protect yourself online, including ensuring that any online account information you have remains secure.

#### Links

This Site may contain links to other sites that are not owned, maintained, operated, or endorsed by or for MIT and not subject to the same Privacy and other Polices. The inclusion of any link to such sites does not imply any recommendation or sponsorship of such sites. You should read the other site's privacy policies to understand how personal information collected about you is used and protected.

## **Non-US Users**

The Sites are operated in the United States. If you are located outside of the United States, please be aware that any information you provide to us will be transferred to the United

States and by using the Sites/giving your information, you consent to such transfer, and understand that the U.S. may not provide the same level of protections as the laws of your country.

# **Policy Updates**

From time to time we may change our privacy policies because of changes in the relevant and applicable legal or regulatory requirements, changes in our business or business practices, or in our attempts to better serve our customers. Notice of any material changes in the manner in which we handle personally identifiable information under this policy will be provided on the Sites. Please check the Site periodically for updates. Policy updates shall be effective the date the change is posted on the Site. By continuing to use the Site after we post any changes, you agree to the terms of the updated policy.

# Questions

If users have any question or suggestions regarding our privacy policy, please call 319.366.8363