

Terms of Use

The website displayed at www.apexurethanemillwork.com (this "Site") is operated by Apex ("Apex"). Your use of and access to this Site is conditional upon your acceptance of these Terms of Use including our Privacy Policy. We reserve the right, in our sole discretion, to modify or update these Terms of Use from time to time with immediate effect. It is your responsibility to review these Terms of Use periodically for updates.

AFTER READING THIS PAGE, IF FOR ANY REASON YOU DO NOT AGREE WITH OR CANNOT ABIDE BY THESE TERMS OF USE OR OUR PRIVACY POLICY, PLEASE EXIT THIS SITE IMMEDIATELY. OTHERWISE BY ACCESSING AND USING THIS SITE, YOU ARE AGREEING TO THESE TERMS OF USE AND OUR PRIVACY POLICY.

Rights to Contents and Intellectual Property

The copyrights to all materials, content and lay-out of this Site (including text, user and visual interfaces, images, look and feel, design, sound, etc. and any underlying software and computer codes) are proprietary to Apex, its parents, affiliates, subsidiaries, or third party licensors. You may not copy, reproduce, post on any other website, republish, upload, encode, modify, translate, publicly perform or display, commercially exploit, distribute or transmit any portion of this Site or make any derivative works from this Site in any way without Apex's express prior written consent.

Any name, logo, trademark, service mark, patent, design, copyright or other intellectual property appearing on this Site is owned or licensed by Apex or its parents, affiliates or subsidiaries and may not be used by you without the prior written consent of Apex or the appropriate owner. Your use of this Site does not grant you any right, title, interest or license to any such intellectual property appearing on the Site.

Any unauthorized use of the content of this Site may subject you to civil or criminal penalties.

Use of this Site

Apex maintains this Site for your education, information and personal entertainment. You should feel free to browse the Site and may download material displayed on the Site for non-commercial, lawful, personal use only provided all copyright and other proprietary notices contained on the materials are retained and such information is not modified, copied or posted on any networked computer or broadcast in any media. All other copying (whether in electronic, hard copy or other format) is prohibited and may breach intellectual property laws and other laws world-wide. All commercial use of all or part of this Site is prohibited except with Apex's express prior written consent. All rights not expressly granted here are reserved to Apex.

You may not use any computer program tools including, but not limited to, web spiders, bots, indexers, robots, crawlers, harvesters, or any other automatic device, program, algorithm or methodology, or any similar or equivalent manual process ("Tools") to access, acquire, copy or monitor any portion of the Site or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any content, to obtain or attempt to obtain materials, documents or information through any means not purposely made available through the Site. Tools that use the Site shall be considered agents of the individual(s) who control or author them. These individuals shall be ultimately responsible for the actions and behavior of their Tools on this Site and any violations of these Terms of Use as a result thereof.

No Warranties

APEX DOES NOT PROMISE THAT THIS SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, NON-INFRINGEMENT OR ACCURACY. Apex also assumes no responsibility, and shall not be liable for any such damages caused by viruses or other forms of contamination or destructive features that may

effect your computer equipment, software, data or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, text, images, video or audio from the Site or any linked sites.

Limitation of Liability

In no event shall Apex, its parents, affiliates, subsidiaries and services providers, or the officers, directors, employees, shareholders, or agents of each of them, be liable for any damages of any kind, including without limitation any direct, special, incidental, indirect, exemplary, punitive or consequential damages, including lost profits, whether or not advised of the possibility of such damages, and on theory of liability whatsoever, arising out of or in connection with the use or performance of, or your browsing in, or your links to other sites from, this Site. You acknowledge by your use of the Site, that your use of the Site is at your sole risk. Certain laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages; if these laws apply to you, some or all of the above disclaimers may not apply, and you might have additional rights.

Indemnification

You agree to defend, indemnify and hold Apex harmless from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to your use of the Site.

Promotions

Additional terms and conditions may apply to specific portions or features of the Site, including but not limited to contests, sweepstakes, invitations, or other similar features (each an "Application"), all of which additional terms and conditions are made a part of these Terms of Use by this reference. You agree to abide by such Application terms and conditions. If there is a conflict between these Terms of Use and the terms of the Application, the terms of the Application will control as relating to the Application.

Pricing

All prices are listed in U.S. Dollars.

Communications with this Site

You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate the law. Apex will fully cooperate, including but not limited to, maintaining and disclosing any transmittals or communications that you have had with the Site, disclosing your identity or helping to identify you, with any applicable law or regulation, law enforcement authorities, court order or governmental authority.

Any communication or material you transmit to the Site by e-mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Apex cannot prevent the "harvesting" of information from this Site, and you may be contacted by Apex or unrelated third parties, by e-mail or otherwise, within or outside of this Site. Anything you transmit may be edited by or on behalf of Apex, may or may not be posted to this Site at the sole discretion of Apex and may be used by Apex or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Apex is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information. If you transmit any ideas, concepts, materials or other communications to this Site, you accept that it will not be treated as confidential and may be used by Apex without compensation in any manner whatsoever, including without limitation reproduction, transmission, publication, marketing, product development, etc.

Although Apex may from time to time monitor or review discussion, chats, postings, transmissions, bulletin boards, and the like on the Site, Apex is under no obligation to do so and assumes no

responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Site. Apex assumes no responsibility or liability for any actions or communications by you or any unrelated third party within or outside of this Site.

Termination

At its sole discretion, Apex may modify or discontinue the Site, or may modify or terminate your account or your access to this Site, for any reason, with or without notice to you and without liability to you or any third party.

User Name and Password

You acknowledge and agree that you are responsible for maintaining the confidentiality of your user name and password. You shall be responsible for all uses of your account, whether or not authorized by you. You agree to immediately notify Apex of any unauthorized use of your user name or password or any other breach of security.

Unaffiliated Products and Sites

Descriptions of, or references to, products, publications or sites not owned by Apex or its affiliates do not imply endorsement of that product, publication or site. Apex has not reviewed all material linked to the Site and is not responsible for the content of any such material. Your linking to any other sites is at your own risk.

Linking Policy

This Site may provide, as a convenience to you, links to sites owned or operated by parties other than Apex. Each linked to website has its own terms and conditions of use, as described in that site's legal notice/terms of use. Those terms and conditions may be different than these Terms of Use, and we urge you to read each website's legal notice/terms of use carefully before you use that site. Apex does not control, and is not responsible for the availability, content or security of these

external sites, nor your experience interacting or using these external sites. Apex does not endorse the content, or any products or services available, on such sites. If you link to such sites you do so at your own risk.

United States Governing Law; Void Where Prohibited

This Site shall be governed by, and your browsing in and use of the Site shall be deemed acceptance of and consent to, the laws of the State of Pennsylvania, United States of America, without regard to principles of conflict of laws. Notwithstanding the foregoing, this Site may be viewed internationally and may contain references to products or services not available in all countries. References to a particular product or services do not imply that they are appropriate or available to all persons in all locations, or that Apex intends to make such products or services available in such countries. Any offer for any product, feature, service or Application made on this Site is void where prohibited. Your information will be transferred to Apex, located in the State of Pennsylvania, United States, which location may be outside of your own country, and by providing us with your information, you are consenting to such transfer. Although we will use all reasonable efforts to safeguard the confidentiality of any personal information collected, we will not be liable for disclosure of personal information obtained due to errors in transmission or the unauthorized acts of third parties.

These Terms of Use are effective as of January 1, 2008.