

NORTEK, INC.
WEBSITE TERMS OF USE

1. PURPOSE. These Terms of Use constitute a legally binding agreement made by and between Nortek, Inc. ("**Company**") and you, personally, and, if applicable, on behalf of the entity for whom you are using this website ("**you**" or "**your**") and govern your use of this website. BY ACCESSING OR USING ANY PART OF THIS WEBSITE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO BE BOUND BY THESE TERMS OF USE AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO BE SO BOUND, DO NOT ACCESS OR USE THIS WEBSITE. We reserve the right to make changes to these Terms of Use and/or our Privacy Policy at any time. We encourage you to review these Terms of Use and our Privacy Policy from time to time for possible changes. Your continued use of this website constitutes assent to any new or modified provision of these Terms of Use and/or our Privacy Policy that may be posted on the website.

2. ACCESS TO THIS WEBSITE. You must comply with all of the terms and conditions of these Terms of Use, the policies referred to below, and all applicable laws, regulations and rules when you use this website. We use the means that we believe are reasonable to provide access to this website 24 hours a day, 7 days a week, except in the case of natural disasters or events beyond the control of Company and subject to any breakdowns or maintenance operations. In no event, however, shall Company be liable for any failure or deficiency in the performance of this website.

3. INTELLECTUAL PROPERTY RIGHTS. Except as provided herein, this website and the contents of this website (including, without limitation, product and application information, case studies, literature and photos) (the "**Website Information**") are owned by Company, its affiliates and its and their licensors and are protected by copyright and other intellectual property rights. All right, title and interest in and to all copyrights, patents, trade secret rights, trademarks and other intellectual property rights in and to the Website Information and the structure, organization and code relating to the Website Information (collectively, "**Data Information**" and together with the Website Information, the "**Proprietary Information**") are proprietary, confidential and valuable trade secret information of the supplying party.

The elements presented on this website including, without limitation, the Proprietary Information and the product designs and specifications, are subject to modification without notice, are made available without any kind of guarantee, and cannot give rise to any rights to compensation.

Subject to the terms and conditions of these Terms of Use, you are hereby granted a limited, non-exclusive right to use the Proprietary Information on this website for non-commercial usage. Company, its affiliates and its and their licensors will retain ownership of their intellectual property rights, including rights in and to the Proprietary

Information, and you do not obtain any rights therein except as expressly set forth in these Terms of Use. Modification of the Proprietary Information or its use with another aim constitutes an infringement of our property rights. It is forbidden to use the Proprietary Information on another website or in a computer network environment.

Trademarks, service marks, trade names, product names, logos, designs, titles, and words or phrases used on this website are owned by Company and/or its affiliates. All trademarks, trade names and the like that appear on this website are the property of their respective owners. You may not use any of these trademarks, trade dress, or trade names without express permission from the appropriate party.

4. PROHIBITED CONDUCT. In using this website, you agree that you will not: (i) infringe any patent, trademark, trade secret, copyright, right of publicity or other right of Company or any third party, including, without limitation, using, reprinting or reproducing any website content for commercial use; (ii) disrupt or interfere with the security or use of this website or any websites linked to it; (iii) interfere with or damage this website; (iv) attempt to obtain unauthorized access to portions of this website that are restricted from general access; (v) use any meta tags or any other "hidden text" utilizing the Company name, trademarks, or product names; (vi) advertise, offer to sell, or sell any goods or services set forth in the website, except as expressly permitted by Company; (vii) engage in any activity that interferes with any third party's ability to use or enjoy this website; or (viii) assist any third party in engaging in any activity prohibited by these Terms of Use.

5. HYPERLINKS. Except as otherwise set forth in these Terms of Use, you agree not to establish any hyperlinks to this website without Company's prior written consent..

6. PRIVACY POLICY. You agree to the terms of the Company's Privacy Policy [**insert link**], which is incorporated by reference into these Terms of Use.

7. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS. THE WEBSITE AND ANY PROPRIETARY INFORMATION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING PROVISIONS, YOU ASSUME SOLE RESPONSIBILITY FOR SELECTING THE WEBSITE AND/OR PROPRIETARY INFORMATION TO ACHIEVE YOUR INTENDED RESULTS AND SOLE RESPONSIBILITY FOR THE USE OF, AND RESULTS OBTAINED FROM, THE WEBSITE AND/OR THE PROPRIETARY INFORMATION. COMPANY MAKES NO WARRANTY THAT THE WEBSITE AND/OR THE PROPRIETARY INFORMATION OR ITS USE WILL BE ERROR-FREE, SECURE, VIRUS FREE, OR FREE FROM INTERRUPTIONS, DEFECTS OR OTHER FAILURES OR HARMFUL COMPONENTS OR THAT THE WEBSITE AND/OR THE PROPRIETARY INFORMATION WILL SATISFY YOUR SPECIFIC REQUIREMENTS OR BE COMPATIBLE WITH YOUR EQUIPMENT OR OTHER HARDWARE, SOFTWARE OR BROWSER CONFIGURATION OR THAT INACCURACIES OR ERRORS WILL BE CORRECTED. TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, AND LACK OF NEGLIGENCE OR WORKMANLIKE EFFORT, ALL WITH REGARD TO THE WEBSITE AND/OR THE PROPRIETARY INFORMATION. THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT WITH REGARD TO THE WEBSITE AND/OR THE PROPRIETARY INFORMATION. THE ENTIRE RISK OF THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE WEBSITE AND/OR THE PROPRIETARY INFORMATION REMAINS SOLELY WITH YOU. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Company reserves the right to modify or correct the contents of its website at any time, without notice. Company shall not be liable in the event of contamination of your computer equipment as a result of virus propagation or other computer "infections." You are responsible for taking all appropriate measures to protect your own data and software from contamination by any viruses circulating via the Internet.

UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE USE OR INABILITY TO USE THE WEBSITE, THE PROPRIETARY INFORMATION OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THESE TERMS OF USE, EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE AND GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY BY COMPANY AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. TERMINATION. Company may, in its sole discretion and without any liability, change, modify, suspend, make improvements to or discontinue any aspect of the website, temporarily or permanently, at any time without prior notice.

9. JURISDICTION AND APPLICABLE LAW. These Terms of Use shall be governed, construed and applied in all respects by the laws of the State of Rhode Island, without regard to any provision governing conflicts of law. Any dispute arising out of, relating to, or connected with these Terms of Use or your use of the website shall be brought before the federal or state courts located in the State of Rhode Island.

The use of this website provides your express consent to the personal jurisdiction and venue of such courts.

10. ENTIRE AGREEMENT; SEVERABILITY. These Terms of Use and our Privacy Policy constitute the entire agreement between the parties with respect to the use of the website, superseding all prior or contemporaneous oral or written agreements or understanding with respect to such subject matter. If any provision of these Terms of Use is held to be unenforceable or invalid in whole or in part, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions shall be given full force and effect.

12. OTHER PROVISIONS. Company's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of these Terms of Use. Company may assign its rights and duties under these Terms of Use to any party at any time without notice to you.

13. COMMENTS, QUESTIONS AND REQUESTS. Please send any notices or requests by email to: webadmin@nortek-inc.com or by postal mail at the following address:

Nortek, Inc.
50 Kennedy Plaza
Providence, RI 02903