



14773 Heritage Crest Way • Riverton, UT 84065 • 1-800-624-8186

## Legal Statements and Terms of Use

*Doing Business with Power Line Industries, Inc., Affiliates & Associated Websites*

**Please read this Legal Statement carefully** before using the Power Line Industries, Inc., Internet Web site(s). If you do not agree to the Legal Statements and Terms of Use of this Legal Statement and, Terms of Use; Equipment/Trailer Limited Warranty; and the Operation, Safety, Environmental and Detergent Disclaimers, herein referred to as "Legal Statements and Terms of Use," then do not use the Power Line Industries, Inc. Internet Web site(s) products.

### Various Entities

Power Line Industries, Inc., a Utah Corporation, doing business mainly as "Power Line USA", "Power Line Industries", "Power Wash Industries - HotJet USA" and various other entities and websites, herein referred to collectively as Power Line Industries, Inc. presents the following Legal Statements and Terms of Use.

Power Line Industries, Inc., reserves the right to change these Legal Statements and Terms of Use. Changes in these Legal Statements and Terms of Use may be posted on these pages or enclosed with product, without other written, verbal or electronic communication. Every time you use the Site, you are agreeing to the then-current Legal Statements and Terms of Use.

### Use of Site

Power Line Industries, Inc. and its affiliates provide their services and equipment to you subject to the following Legal Statements and Terms of Use and conditions. When you use any product of Power Line Industries, Inc. or access its Internet Web site(s), you will be subject to the rules, guidelines, and policies in these Legal Statements and Terms of Use and to the conditions and warnings state elsewhere on the sites. Furthermore, you will be subject to all governing state and federal laws, including applicable patent, copyright, trademark and other intellectual property laws.

### Indemnity

You agree to indemnify, defend, and hold Power Line Industries, Inc., its subsidiaries, affiliates, officers, agents, employees, advertisers and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including legal and other professional fees) arising from or in any way related to any third party claims relating to your use of any of the Power Line Industries, Inc., sites. Any violation of these Legal Statements and Terms of Use or any other action connected with your use of the sites (including all actions take under your account). In the event of such claim, Power Line Industries, Inc. will provide you notice of the claim, suit or action to the contact information we have for the account, provided that any failure to deliver such notice to you shall not eliminate or reduce your indemnification obligation hereunder.

### Copyright

The websites are the sole property of Power Line Industries, Inc. and protected by U.S. and international copyright laws. The content on these sites are the exclusive property of Power Line Industries, Inc., and is protected by U.S. and international copyright laws. They may not be



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reproduced, modified, distributed unless pre-approved in writing by Power Line Industries, Inc.

### Trademarks

Power Line Industries, Inc. owns numerous federally registered trademarks, including: Power Line USA, Power Line Emblem, HotJet USA, HotJet II, and others.

### E-Mail

By placing order(s) with us, you are consenting to receive e-mail correspondence from us and in the future, also, you are consenting to receive commercial e-mails and mailed promotional products information from us in the future.

### Delivery

ALL EQUIPMENT DELIVERY & SHIPPING DATES ARE AN ESTIMATE. POWER LINE INDUSTRIES, INC., SHALL NOT, UNDER ANY CIRCUMSTANCES, HAVE ANY LIABILITY WHATSOEVER FOR LOSS OF USE OR FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM A DELIVERY DELAY FOR ANY REASON(S).

Power Line Industries, Inc., will take every measure possible to make delivery by a specified date. All deliveries are based on F.O.B. at the factory of Power Line Industries, Inc., in Bluffdale, Utah, unless specifically agreed otherwise. Power Line Industries, Inc., will arrange the means and manner of transportation of the products. Responsibility of Power Line Industries, Inc., ceases and Purchaser assumes all risk of loss or damages upon delivery by Power Line Industries, Inc., to its designated transportation company / common carrier. Carriers are responsible for goods lost or damaged in transit. Purchaser shall immediately upon delivery note any damage on the Bill of Lading and take pictures of any damage and immediately notify Power Line Industries, Inc. of any damage.

THE PROPOSED SHIPMENT DATE IS AN ESTIMATE. UNDER NO CIRCUMSTANCES SHALL POWER LINE INDUSTRIES, INC., HAVE ANY LIABILITY WHATSOEVER FOR THE LOSS OF USE OR FOR ANY DIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM DELAY REGARDLESS OF THE REASON(S), there for.

Power Line Industries, Inc., shall not be liable for any delay in delivery or performance, or for any failure to manufacture, deliver or perform due to (a) any cause beyond its reasonable control; (b) any act of God, act of Purchaser, or delay in transportation; or (c) inability to deliver on account of any cause beyond the reasonable control of Power Line Industries, Inc. In the event of a delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

### Defective Products *(see Manufacturer's Limited Warranty)*

If you have received a defective product, please contact Power Line Industries, Inc., within thirty



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(30) days from the date of your order as reviewed in our "Manufacturer's Limited Warranty." Your sole remedy for any defective product shall be limited to the repair or replacement of the product and/or defective parts. The foregoing comprises the entire liability of Power Line Industries, Inc., in connection with your purchase.

### **Risk of Loss**

All items purchased from Power Line Industries, Inc., or its Internet Web site(s) are made pursuant to a shipment contract. Power Line Industries, Inc., will offer reasonable assistance in the correction of any shipping error. The risk of loss and title for such items pass to you upon our delivery to the carrier. You must file any damage claims with that delivery carrier.

### **Sales Taxes**

Power Line Industries, Inc., shall automatically charge and withhold the applicable sales tax for orders to be delivered to addresses within Utah. Each customer shall be solely responsible for all sales taxes, or other taxes, on orders shipped to any other state. If sales tax is not collected at time of sale on an out of state sale and it is determined at a future date that sales tax on the purchase is due, purchaser agrees to promptly pay all state sales tax due with any late penalties potentially assessed on that purchase, and to hold Power Line Industries, Inc., harmless in relation there to.

### **Materials Provided to Power Line Industries, Inc. or Posted On Site**

No compensation will be paid with respect to the use of your any submission, as provided herein. Power Line Industries, Inc. is under no obligation to post or use any submissions you may provide and Power Line Industries, Inc. may remove any submission at any time in its sole and absolute discretion. Use by Power Line Industries, Inc., and its related entities are granted unlimited and royalty free on any submission material(s).

By posting, uploading, inputting, providing or submitting to Power Line Industries, Inc., content of any type - pictures, articles, statements, etc., you warrant and represent that you own and otherwise control all of the rights to your submission as described in this section including, without limitation, all the rights necessary for you to possess, use, provide, post, upload, input or submit such submissions.

### **Warranty Disclaimer**

The content, materials and products on the Power Line Industries, Inc., Internet web site(s) are provided "as is" and without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Power Line Industries, Inc., does not warrant or make any representation regarding the use or the results of the use of the content, materials, or products in the Power Line Industries, Inc., Internet web site(s) regarding their correctness, accuracy, reliability or otherwise. You (and not Power Line Industries, Inc.) assume the entire cost of all necessary servicing, repair or correction. Applicable law may not allow the exclusion of implied warranties, and if so, the above exclusion may not apply to you.



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However, it shall apply to the greatest extent permitted by applicable law.

The information, software, products, and services included in or available through the Power Line Industries, Inc. sites may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Power Line Industries, Inc. and/or its suppliers may make improvements and/or changes in the site at any time. Statements on the site(s) are provided for general educational purposes and do not constitute legal advice and should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

Power Line Industries, Inc. and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, and services obtained through the site. To the maximum extent permitted by applicable law, all such information, software, products, and services are provided "as is" without warranty or condition of any kind. Power Line Industries, Inc. and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

### **Disputes, Jurisdiction & Venue**

Purchaser and Power Line Industries, Inc., agree to promptly resolve any dispute of warranty claims or possible negligence of either party by negotiations between the parties. If a settlement or agreement cannot be reached, Purchaser and Power Line Industries, Inc., (as a jurisdictional prerequisite to any court action) shall further attempt to settle disputed issues by participating in good faith non-binding third-party mediation, with fees and expenses shared equally by the parties. Any dispute not resolved by good-faith mediation or negotiation may then be submitted to a court of competent jurisdiction in the State of Utah for final resolution. Purchaser agrees to submit to the jurisdiction of the courts of the state of Utah.

All sales agreements, signed proposals, or contracts of sale including purchase orders accepted by Power Line Industries, Inc., shall be considered a contract under the laws of the State of Utah and the rights and duties of all persons, and the effect of all provisions hereof shall be governed by the laws of the State of Utah. A state or federal court located within the State of Utah shall have the sole and exclusive jurisdiction over any litigation related to such matters at issue between Power Line Industries, Inc., and the Purchaser or between Power Line Industries, Inc., and the equipment operator.

If any litigation is commenced between Power Line Industries, Inc., and the Purchaser, or their representatives, concerning any provision hereof, the party prevailing in the litigation shall be entitled, in addition to such other relief that is granted, to a reasonable sum as and for its attorney fees and costs in such litigation or arbitration.



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### **Limitation of Liability**

To the maximum extent permitted by law, in no event shall Power Line Industries, Inc. and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the site, with the delay or inability to use the site or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the site, or otherwise arising out of the use of the site, whether based on contract, tort, negligence, strict liability or otherwise, even if Power Line Industries, Inc., or any of its suppliers has been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Power Line Industries, Inc., web site, or with any of these Legal Statements and Terms of Use of use, your sole and exclusive remedy is to discontinue using the Power Line Industries, Inc., site.

The liability of Power Line Industries, Inc., if any, to any user of the site shall be limited to the fees paid by such user to Power Line Industries, Inc., for any products or services during the twelve (12) months prior to the date such claim allegedly arose.

In no event shall Power Line Industries, Inc.'s total liability to you for all damages, losses, and causes of action, whether in contract, tort (including, without limitation, negligence) or otherwise exceed the amount paid by you, if any, for the purchase of any product on the Power Line Industries, Inc. internet web site(s). Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### **No Warranties; Limitation of Liability for Website, Power Line Industries, Inc. and its subsidiaries catalog or any type of Power Line Industries, Inc. and its subsidiaries advertisements.**

In no event shall Power Line Industries, Inc., and its subsidiaries, its directors, officers, employees, affiliates, successors, or assigns or other representatives be liable, whether in contract, warranty, tort (including negligence - whether active, passive, or imputed), product liability, strict liability, or other theory, to purchaser, or any other person or entity for any damages (including, without limitation, any direct, indirect, incidental, special, exemplary, punitive or consequential damages) arising out of or in connection with any use of, inability to use or results of use of, this Website, Power Line Industries, Inc. and its subsidiaries catalog or any type of Power Line Industries, Inc. and its subsidiaries advertisement or any content on this website, Power Line Industries, Inc., and its subsidiaries advertisement, even if Power Line Industries, Inc., and its subsidiaries or its Representative has been advised of the possibility of such damages. If you are dissatisfied with this website, Power Line Industries, Inc., and its subsidiaries catalog or any type of Power Line



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Industries, Inc. and its subsidiaries advertisement and the content contained therein or these Terms and Conditions, your sole and exclusive remedy is to discontinue use of this Website, Power Line Industries, Inc. and its subsidiaries catalog or any type of Power Line Industries, Inc. and its subsidiaries advertisement. If any portion of this limitation is found to be invalid or unenforceable for any reason, then Power Line Industries, Inc. and its subsidiaries' total liability to you shall in no event exceed one hundred United States dollars (US \$100.00). Some states do not allow the exclusion and limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### General

To the maximum extent permitted by law, these Legal Statements and Terms of Use are governed by the laws of the State of Utah, and you hereby consent to the exclusive jurisdiction and venue of courts in the County of Salt Lake, State of Utah in all disputes arising out of or relating to the use of the Site.

Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Legal Statements and Terms of Use, including without limitation, this paragraph. Power Line Industries, Inc.'s performance of these Legal Statements and Terms of Use are subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Power Line Industries, Inc.'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Power Line Industries, Inc. Sites or information provided to or gathered by Power Line Industries, Inc. with respect to such use of the Power Line Industries, Inc. Sites.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Legal Statements and Terms of Use shall continue in effect. Unless otherwise specified herein, these Legal Statements and Terms of Use and the Privacy Statement constitute the entire agreement between you and Power Line Industries, Inc. with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Power Line Industries, Inc. A printed version of these Legal Statements and Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Legal Statements and Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these Legal Statements and Terms of Use and all related documents be drawn up in English, and all claims or defenses asserting they should be in any other language are waived by user.





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### **Our Address and Telephone Number**

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*\* We reserve the right to make changes to our website(s) and these disclaimers, Legal Statements and Terms of Use, and conditions at any time.*