

## LEGAL DISCLAIMERS AND NOTICES

**By accessing, viewing or otherwise using this Web site you are agreeing to the following. Please read these disclaimers and notices carefully:**

1. This Web site is owned by and under the control of Thermal Chicago Corporation ("Thermal Chicago"). This Web site is directed to and intended for use by citizens or residents of the United States only. Users outside the United States who access and use this Web site do so at their own risk, and are responsible for compliance with applicable securities and other laws and regulations. Access to and use of this Web site and all of Thermal Chicago's content, services, materials, information, databases and systems are subject to these Disclaimers and Notices, and Agreements and applicable laws and regulations, all of which are subject to change and revision from time to time without prior notice. From time to time, Thermal Chicago may (a) supplement or make changes to these Disclaimers and Notices and other rules or access and use procedures, documentation, security procedures and standards for equipment, (b) change the type and location of Thermal Chicago's system equipment, facilities or software, or (c) modify or withdraw any particular service or product referred to in this Web site or any Thermal Chicago database, material, service or system. Thermal Chicago reserves the right to terminate access to this Web site or take other actions it reasonably believes necessary to comply with the law or to protect its rights, or customers. Any access or attempt to access or use this Web site for any unauthorized or illegal purpose is strictly prohibited.
  
2. This Web site is provided without charge as a convenience to visitors to be used for the purposes of information and communication. While Thermal Chicago's information contained in this Web site has been prepared and compiled from sources believed to be reliable, Thermal Chicago makes no guarantee as to, and assumes no responsibility for, the correctness, sufficiency or completeness of such information. Thermal Chicago does not represent or endorse the accuracy or reliability of any of the information, content or advertisements contained on, distributed through, or linked, downloaded or accessed from this Web site, nor the quality of any products, information or other materials or services displayed, obtained or purchased by you as a result of your use of this Web site or any Thermal Chicago service, materials or system. You hereby acknowledge that any reliance upon any information or materials shall be at your sole risk. Thermal Chicago reserves the right, in its sole discretion and without any obligation, to correct any error or omissions in any portion of this Web site or any Thermal Chicago service, materials or system at any time, with or without notice to you.
  
3. Without Thermal Chicago's prior written consent, which consent may be given or withheld in Thermal Chicago's sole discretion, you may not: (a) resell, sublicense, rent, lease or otherwise publicly distribute any Thermal Chicago information, services or any part or parts thereof or information contained therein, or any access thereto; (b) use your access to this Web site or Thermal Chicago's information, services, or system to export or re-export technical data in violation of U.S. export control laws and regulations; (c) use this Web site or any Thermal Chicago information, services, or system which you access in violation of, or post any information to any Thermal Chicago owned or licensed database which violates, any federal or state law, including data privacy laws and communication regulations and tariffs, or which infringes the intellectual property rights or misuses proprietary information of a third party or is made in furtherance of an illegal or fraudulent scheme or activity; (d) copy or transfer any Thermal Chicago information, service, or documentation, except as permitted by Thermal Chicago; or (e) modify, adapt, reverse engineer, decompile, disassemble, translate or convert any

portion of Thermal Chicago's system, or the selection, coordination or arrangement of products or services in any Thermal Chicago database.

4. Any information, including but not limited to remarks, suggestions, ideas, graphics or other submissions, communicated to Thermal Chicago through this Web site is deemed non-confidential and is the exclusive property of Thermal Chicago. Thermal Chicago is entitled to use any information or ideas submitted for any purpose without restriction and without compensation or acknowledgement of its source.
5. Except as otherwise identified, the trademarks including names, logos, slogans and service marks appearing at this Web site, whether registered or unregistered, are the property of Thermal Chicago or Thermal Chicago's affiliates. Such marks are not to be copied, reproduced, published or in any way used without the written permission of Thermal Chicago or the identified owner of the trademark. Except as otherwise identified, the copyright in the content of this Web site is owned by Thermal Chicago. No part of this Web site may be published, stored or transmitted in any form or means without the express written permission of Thermal Chicago. You may download content displayed on this Web site for non-commercial, personal use only and must retain all copyright and other proprietary notices contained in the content. This Web site may contain other proprietary notices and copyright information, the terms of which must be observed and followed. Any rights not expressly granted herein are reserved.
6. No person may establish Hyperlinks either to this Web site or away from this Web site without the prior written consent of an appropriate Thermal Chicago officer, which consent may be given or withheld in Thermal Chicago's sole discretion. In its sole discretion, Thermal Chicago reserves the right to remove a Hyperlink to this Web site or away from this Web site at any time and for any reason. Contact Thermal Chicago at sales@thermalchicago.com to obtain this consent. All Hyperlinks approved shall be to the home page of this Web site. Framing at this Web site is expressly prohibited.
7. Hyperlinks on this Web site may direct you to sites containing information that some people may find offensive or inappropriate. Such linked Web sites may not be under the control of Thermal Chicago and Thermal Chicago does not make any representations concerning any such Web sites which you may access via a Hyperlink from this Web site, and accordingly Thermal Chicago is not responsible for the accuracy, copyright compliance, legality, legitimacy or decency of material contained in Web sites which may be accessible via a Hyperlink to or from this Web site or for the Hyperlink itself. Thermal Chicago is providing these Hyperlinks to you only as a convenience and the inclusion of any Hyperlink on this Web site is not and should not imply any endorsement by Thermal Chicago of such linked Web sites.
8. ALL INFORMATION OR CONTENT ON OR OBTAINED THROUGH THIS WEB SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND YOU HEREBY WAIVE ALL OTHER WARRANTIES RELATING THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT. THERMAL CHICAGO DOES NOT WARRANT THAT ANY INFORMATION, CONTENT OR OTHER MATERIAL WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF ANY THERMAL CHICAGO SERVICE, DATABASE, MATERIAL OR OTHER PRODUCT OR ANY THIRD PARTY SERVICES, PROGRAMS, SYSTEMS OR DATA USED WITH OR THROUGH OR PROVIDED BY THERMAL CHICAGO, OR ANY PART THEREOF, WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY DEFECTS IN SUCH INFORMATION, SERVICES,

SYSTEMS, DATABASES OR MATERIALS WILL BE OR CAN BE CORRECTED. IN NO EVENT SHALL THERMAL CHICAGO HAVE ANY LIABILITY TO YOU (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY YOU) WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS WEB SITE, IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

9. YOU ASSUME THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGES TO YOUR SYSTEMS OR OPERATIONS WHICH COULD BE CAUSED BY DEFECTS OR DEFICIENCIES IN THIS WEB SITE, ANY THERMAL CHICAGO INFORMATION, SERVICE, SYSTEM, DATABASE OR MATERIAL, OR PART THEREOF. YOU ALSO ACKNOWLEDGE THAT ELECTRONIC COMMUNICATIONS AND DATABASES ARE SUBJECT TO ERRORS, TAMPERING AND BREAK-INS AND THAT WHILE THERMAL CHICAGO WILL IMPLEMENT REASONABLE SECURITY PRECAUTIONS TO ATTEMPT TO PREVENT SUCH OCCURRENCES, THERMAL CHICAGO DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT TAKE PLACE. YOUR INSTALLATION AND INPUTS, AS WELL AS THIRD PARTY SYSTEMS AND PROCEDURES, MAY INFLUENCE THE OUTPUT AND ERRORS IN ANY ORDER OR ELECTRONIC TRANSMISSION OR COMMUNICATION, AND CAN RESULT IN SUBSTANTIAL ERRORS IN OUTPUT, INCLUDING INCORRECT INFORMATION, ORDERS AND AGREEMENTS. IN ADDITION, ERRORS MAY BE INTRODUCED INTO INFORMATION OR ORDERS IN THE COURSE OF THEIR TRANSMISSION OVER ELECTRONIC NETWORKS. YOU SHALL IMPLEMENT AND TAKE RESPONSIBILITY FOR APPROPRIATE REVIEW AND CONFIRMATION PROCEDURES TO VERIFY AND CONFIRM ORDERS OR OTHER TRANSACTIONS IN WHICH YOU PARTICIPATE USING THERMAL CHICAGO'S WEB SITE, INFORMATION, SERVICES, DATABASES, SYSTEMS OR OTHER MATERIAL.
10. YOU ALSO ARE SOLELY RESPONSIBLE FOR ENSURING THAT ANY POSTING MADE BY OR FOR YOU TO THIS WEB SITE OR ANY THERMAL CHICAGO INFORMATION, SERVICE, SYSTEM OR DATABASE DOES NOT CONTAIN ANY VIRUS OR OTHER COMPUTER SOFTWARE CODE OR ROUTINE DESIGNED TO DISABLE, ERASE, IMPAIR OR OTHERWISE DAMAGE THE SITE OR ANY SYSTEM, SOFTWARE OR DATA OF OR ANY OTHER USER OF THE THERMAL CHICAGO INFORMATION, SERVICES, DATABASES, MATERIALS OR SYSTEM. YOU HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD THERMAL CHICAGO AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS AND SUPPLIERS HARMLESS FROM ANY LIABILITY, CLAIM, COST OR DAMAGE ARISING OUT OF ANY CLAIM OR SUIT BY ANY SUCH USER CAUSED BY SUCH VIRUS OR CODE OR SUBROUTINE.
11. NEITHER THERMAL CHICAGO NOR ITS EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS OR SUPPLIERS SHALL IN ANY EVENT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOST PROFITS, REVENUES, BUSINESS OPPORTUNITIES OR BUSINESS ADVANTAGES WHATSOEVER, NOR FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL LOSSES, DAMAGES OR EXPENSES DIRECTLY OR INDIRECTLY RELATING TO THE USE OR MISUSE OF THIS WEB SITE, OR WITH RESPECT TO ANY OTHER HYPERLINKED WEB SITE, OR ANY THERMAL CHICAGO INFORMATION, CONTENT OR OTHER MATERIAL OR

SOFTWARE USED THEREWITH, THE USE OR FAILURE, NON-COMPLIANCE OR LIMITED AVAILABILITY OF ANY INFORMATION, CONTENT, OR SERVICE PROVIDED BY THERMAL CHICAGO THROUGH THIS WEB SITE, ANY INFORMATION PROVIDED IN THE THERMAL CHICAGO SYSTEM OR ANY OBLIGATION UNDER OR SUBJECT MATTER OF THIS WEB SITE, WHETHER SUCH CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER THEORY OF RELIEF, OR WHETHER OR NOT THERMAL CHICAGO IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

12. If any part or parts of these Disclaimers and Notices are held to be invalid, the remaining parts will continue to be valid and enforceable. Nothing in these Disclaimers and Notices affects any statutory rights of consumers that cannot be waived or limited by contract. The use by you of this Web site, the Thermal Chicago information, content, services or other materials, and any and all other matters between Thermal Chicago and you related hereto, shall be governed by applicable United States federal law and the laws of the State of Illinois, excluding its conflict-of-laws rules. You hereby agree to waive any right to a jury trial in any suit arising out of or relating to this Web site or any Thermal Chicago information, content, service or other product. Any suit or proceeding arising out of or relating hereto must be commenced within one year from the date the right, claim, demand or cause of action being asserted first came into being. Venue for all disputes arising out of or relating to this Agreement shall be in the state and federal courts situated in Chicago, Illinois.
13. If the user has any questions regarding this Web site or its contents, or these Disclaimers and Notices, contact Thermal Chicago at [sales@thermalchicago.com](mailto:sales@thermalchicago.com).

**© 2005 Thermal Chicago Corporation. All Rights Reserved.**