

The Industrial Brush Company, Inc. Terms of Use

The following terms and conditions apply to the use of this web site as well as all transactions conducted through the site.

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For our full Privacy Statement, see our Privacy Policy.

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INDUSTRIAL BRUSH COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, WHICH MAY RESULT FROM THE USE OF, ACCESS TO, OR INABILITY TO USE MATERIAL AND/OR INFORMATION FROM THE SITES. BECAUSE SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. INDUSTRIAL BRUSH COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE MATERIALS AND/OR INFORMATION ON THE SITES, ALL OF WHICH IS PROVIDED "AS IS." INDUSTRIAL BRUSH COMPANY ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING THE SITES OR YOUR DOWNLOADING ANY MATERIALS FROM THE SITES.

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Our Service may contain links to other sites that are not operated by us. If you click a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

Dispute Resolution

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, we will pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Essex County, New Jersey. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Essex County, New Jersey, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non-conveniens with respect to venue and jurisdiction in such state and federal courts.

In no event shall any Dispute brought by either Party related in any way to the Services be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

Applicable Laws and Jurisdictional Issues

The Sites shall be governed by the laws of the United States, including federal copyright and trademark laws, and with the laws of the State of New Jersey applicable to contracts entered into and to be wholly performed therein without regard to conflict of laws or choice of laws principles. By visiting the Sites, you consent to the jurisdiction of the federal and state courts presiding in New Jersey and you agree to accept service of process by mail. You hereby waive any and all jurisdictional and venue defenses that might otherwise be available.

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Complete Understanding

These Terms and Conditions constitute the entire understanding between The Industrial Brush Company Inc., and you with respect to ordering data and/or services from the Sites.

BY USING THE SITES, YOU SIGNIFY YOUR ASSENT TO THESE TERMS AND CONDITIONS AND ANY SUBSEQUENT MODIFICATIONS. AS A CONDITION OF YOUR USE OF THE SITES, YOU WARRANT THAT YOU WILL NOT USE THE SITES FOR ANY PURPOSE THAT IS UNLAWFUL.