

TERMS OF SERVICE AGREEMENT (TOS)

1. ACCEPTANCE OF TERMS

The Aermotor-Parts.com website ("A-P or A-P/W-P/VWPL") welcomes you. A-P provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. In addition, when using particular A-P owned or operated services, you and VWPL shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS.

2. DESCRIPTION OF SERVICE

A-P provides users with access to a rich collection of resources which may be accessed through any various medium or device now known or hereafter developed (the "Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for A-P to provide the Service. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that A-P assumes no responsibility for the timeliness, deletion, mis-delivery or failure of any site communications or personalization settings. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

3. INDEMNITY

You agree to indemnify and hold A-P, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you download through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

4. NO RESALE OF SERVICE OR CONTENT

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, its Content, or access to the Service.

5. A-P/W-P/VWPL PROPRIETARY RIGHTS

You acknowledge and agree that the Service contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by A-P or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service, in whole or in part.

6. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VWPL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. A-P MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VWPL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN

CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE -- DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

7. TRADEMARK INFORMATION

The Site contains copyrighted material, trademarks and other proprietary information, and the Site itself is copyrighted. Aermotor-Parts.com, Windmill-Parts.com and Vintage Windmill Parts List. com and other marks indicated on the Site are registered trademarks or servicemarks of Windmill-Parts.com in the United States and in other countries. A-P/W-P/VWPL graphics, logo, headers, button icons, scripts, and service names are trademarks or trade dress of Windmill-Parts.com . A-P/W-P/VWPL trademarks and trade dress may not be used in connection with any product or service that is not A-P/W-P/VWPL, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits a-P/W-P/VWPL. All other trademarks not owned by us that appear on the Site are property of their respective owners. Except as otherwise expressly permitted under copyright law, you may not copy, distribute, transmit, publish or otherwise use any of the copyrighted material or trademarks in violation of applicable law without the express prior written consent of A-P/W-P/VWPL and any other trademark, copyright or other proprietary rights owner. You may request written consent via email to aermotor-parts@juno.com and/or a paper copy to Aermotor-Parts.com, 14799 Fish Trap rd, #234, Aubrey, TX 76227. Failure of A-P to respond may not be deemed as a waiver to A-P/W-P/VWPL exclusive right of consent.

8. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

A-P respects the intellectual property of others, and A-P asks our users to do the same. A-P may, in appropriate circumstances and at its discretion, disable and/or terminate access to Content. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide A-P Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
6. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

A-P Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail: Copyright Agent c/o Aermotor-Parts.com, 14799 Fish Trap Rd, #234, Aubrey, TX 76227.

GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and A-P and governs your use of the Service, superseding any prior agreements between you and A-P with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other A-P services, affiliate services, third-party content, or third-party software.

Choice of Law and Forum. The TOS and the relationship between you and A-P shall be governed by the laws of the State of Texas without regard to its conflict of law provisions. You and A-P agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Denton County, Texas.

Waiver and Severability of Terms: The failure of A-P to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such

claim or cause of action arose or be forever barred.

Arbitration. Any dispute you may have with A-P or any of its officers, directors, employees, consultants, agents, subsidiaries or affiliates relating in any way to this agreement or your visit to or use of the Site shall be submitted to confidential arbitration in Denton County, TX, except that, to the extent that A-P believes that you have in any manner violated or threatened to violate our intellectual property rights, A-P may seek injunctive or other appropriate relief in any state or federal court in Indiana, and you consent to exclusive jurisdiction and venue in any such court, and you waive any claim of inconvenient forum or similar claim. Arbitration under this Agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding, and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, unless otherwise elected by us, no arbitration under this agreement shall be joined to any arbitration involving any other party, whether through class arbitration proceedings or otherwise.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

10. VIOLATIONS

Please report any violations of the TOS via email to aermotor-parts@juno.com and a paper copy to Copyright Agent c/o Aermotor-Parts.com, 14799 Fish Trap Rd, #234, Aubrey, TX 76227

While the provisions outlined in the TOS apply equally to all users of this website we deem it important to specifically note that Brad Anthenat, Bryon Rykard, Paul Berhends, Ellen Sattler, Todd Skinner or any individuals visiting this website on their behalf, are forbidden from using the Service or accessing its Content by any means.

