



Terms and Conditions of Site Access and Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE VERY CAREFULLY.

By accessing or using the Colfax International Website ("Website") you agree to be bound by these terms and conditions of use of the Website and its content.

All content on the Colfax International Website is for informational purposes only. Contact your Colfax International sales representative at (408) 730-2275 for terms and conditions of sale of products and services, prices, delivery dates, and payment options. Colfax International does not accept or collect payment of any kind through the Website.

Changes to the Terms and Conditions

Colfax International may change these terms and conditions of use at any time, without prior notice. Check these terms and conditions of use for changes each time you access and use the Website. If you access or use the Website after Colfax International posts a change, you accept that change. If you do not accept the change, do not access or use the Website.

Access and Use of the Website

Colfax International grants you a limited, nontransferable, personal license to access and use the Website, and to copy and print its content for your personal, non-commercial use only, and provided that you do not modify the Website, its content, or any copyright or other proprietary notice. This license is automatically revoked and terminated if you disagree with or breach any of these terms and conditions of use of the Website or its contents.

Unauthorized use of the Website or any content may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

The use of certain features of the Website may require you to establish an "Electronic Account." You agree to provide complete, accurate and truthful information in connection with the creation and maintenance of any Electronic Account.

Restrictions on Use of the Website

Except as expressly authorized herein or permitted by law, you may not copy, modify, distribute, download, display, transfer, post, or transmit the Website or its content in any form without Colfax International's prior written permission.

The following activities are expressly prohibited without Colfax International's prior written permission: any non-personal or commercial use of the Website or its content; use of any robot, spider, other automatic device, or manual process to monitor or copy the Website or any of its content; "mirroring" the Website or any content on any other server; collection or use of product listings, descriptions, or prices for a supplier of competitive or comparable products; and any action that imposes an unreasonable or disproportionately large load on the Website or otherwise interferes with its operation or function.

Posting and Transmitting to the Website

Except for personal and/or account information defined under the Colfax International Privacy Policy, Colfax International will not treat information you post or transmit to the Website as confidential or proprietary. By sending information to Colfax International through the Website (by transmitting, posting, or otherwise), you agree that Colfax International may use that information in any way, for any purpose, including Colfax International's own commercial purposes, subject only to the Colfax International Privacy Policy.

You may not post or transmit any threatening, defamatory, sexually graphic, inflammatory, profane, or other inappropriate material. Colfax International reserves the right to edit or remove any post or transmission that, in its judgment, is not appropriate.

Accuracy of Information and Disclaimer of Warranty

Colfax International has made every effort to present the content on the Website accurately, but additions, deletions and changes may occur.

Content on the Website is provided "as is" at your own risk. Neither Colfax International nor its representatives make any representation or warranty of any kind with respect to the Website, its content or continued availability. Colfax International and its representatives disclaim, to the fullest extent permitted by law, any and all warranties, express or implied, relating to the Website or its content, including but not limited to, implied warranties of merchantability, completeness, timeliness, correctness, non-infringement, fitness for any particular purpose, or that the Website will be free of viruses or other harmful elements.

LIMITATION OF LIABILITY

Under no circumstances will Colfax International or its affiliates have any liability with respect to any claims or damages of any kind (including without limitation direct or indirect, special, incidental, consequential, punitive or other exemplary damages) under any legal theory arising from or related to your access, use of (or inability to access or use), or reliance on, this Website or its content, even if Colfax International or its affiliates or representatives have been advised of the possibility of such claims or damages. You access and use this Website at your own risk.

Links to this Website

Colfax International grants you a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Website so long as the link does not portray Colfax International or its products or services in a false, misleading, derogatory, or offensive matter. You may not use the Colfax International logo, or name, or other proprietary graphic in the link without the prior written permission of Colfax International.

Links to Third Party Websites

Colfax International does not review or control third party websites that link to or from the Website, and therefore is not responsible for their content, and does not represent or warrant that third party content is accurate or appropriate. Your use of such third party sites and content is on your own initiative and at your own risk and may be subject to the third party sites' terms and conditions of use.

Ownership

This Website and its contents are protected by law, including, but not limited to, United States copyright law and international treaties. The Website, content and all copyrights pertaining thereto are owned by Colfax International or its licensees. Except for the limited rights granted herein above, all other rights are reserved.

All trademarks are the property of their respective owners. Some images are courtesy of third party manufacturers.

For Use in the United States

This Website is controlled and operated by Colfax International from its offices within the United States for persons who are 18 years of age or older. Colfax International does not represent that the Website is appropriate or available for use elsewhere or for minors. Access and use of the Website from locations where its contents are contrary to local law is not authorized. If you access this Website from outside the United States, you do so on your own initiative, at your own risk and liability.

Privacy

Please review the Colfax International Privacy Policy, which also governs your visit to this Website.

Other terms:

Certain features and services accessible through this site may be governed by separate or additional terms and conditions, such as the sale of goods and services and promotional contests, games and sweepstakes. By accessing, using or otherwise participating in any such features and services, you agree to be bound by the applicable terms and conditions as posted or otherwise provided in connection with the features and services, including those of third party service providers.

Version Effective Date: 5/12/2008



Colfax International

Privacy Policy

Updated/Effective: 5/12/2008

This Privacy Policy describes Colfax International's practices regarding the collection, use, and disclosure of personal and account information that may be collected from visitors and users of this "Website" who agree to the terms and conditions of access and use of the Website. If at anytime you disagree, do not proceed to access and use the Website.

In this policy, "personal and/or account information" means, your name, company name, account number, address, telephone number, and e-mail address plus any other information that personally identifies you, or would permit us to contact you, and "we" and "us" means Colfax International and our authorized employees and representatives.

Your privacy is important to Colfax International and this policy describes the precautions we take to protect it.

We reserve the right to modify this privacy policy from time to time. The effective date noted above will indicate the date that this policy was last updated. Check this policy for any changes each time you visit our Website.

How much information must you provide via the Website?

The submission of personal and/or account information is optional and purely voluntary. You may phone, fax or use regular mail to provide us your personal and/or account information in lieu of providing it via our Website.

The amount and type of information we collect from you depends on your activities and the use of our Website. Below, we explain what information we collect.

When you browse our Website:

- § IP address: We collect your IP address to measure our Website traffic and to help provide a relevant shopping experience.
- § Referral Website: If you come to our Website via a link, we collect the location of the link that referred you.
- § Browser type: We collect information about the browser you are using to help optimize our Website for visitors.
- § Movements through our Website: We keep track of pages you visit to help provide you with a more personalized shopping experience.
- § Usage of Cookies: We collect nothing through/via cookies. We only offer cookies as a "remember me" feature to allow a registered user to logon automatically as you navigate to a respective page. By checking the "remember me" box when registering you may use a cookie as a "permanent session ID" to gain access.

When you make purchases through our Website:

- § We collect your name, address and payment information to process your order. However, we do not collect or store credit or debit card numbers on our website. You may provide credit card and purchase order numbers only by telephone.
- § We may disclose your contact information as necessary to carry out and fulfill the order. An example of this is would be providing a name, address, and phone number to a third party shipper.

When you create an Electronic Account on our Website:

- § We ask for your first and last name, company name, address, phone number, e-mail address, and password. Only your email address and password are mandatory to create an electronic account. To protect your privacy, do not share your user name or password with others.
- § For your privacy if you forget your user name or password you may request to have it mailed to the email address on file, (supplied during registration) or register again.

When you e-mail product information to a friend or colleague through our Website:

- § We collect your e-mail address and the e-mail address of the person to whom you are sending the product information.

When you communicate with us through our Website:

- § We collect your e-mail address and the other information that you provide in order to respond to your communication.

When you register for other activities on our Website:

- § We collect your name, e-mail address and telephone number, and the other information that is required for entry or participation, which varies depending on the activity.

Is your personal or account information used for any other purpose?

We may use your personal and/or account information to provide products or services you have requested, respond to a communication from you, contact you, and as otherwise described in this policy.

We may occasionally send you promotional or product information. If you do not wish to receive promotional or product information, you may opt out of future communications by following the instructions in the e-mail communication or contacting your account manager.

If you become our customer, we may send you updates on important information about our company and services.

Will we provide your personal and/or account information to any other party?

We restrict access to your personal and/or account information to those who need access to use for the reasons you provided it, as set forth in this policy. Only authorized personnel are permitted to see your Electronic Account password. Your other personal and account information may be disclosed to third parties in limited circumstances. For example, we may share your personal and/or account information with our service providers and strategic partners and with suppliers and other entities involved in transactions you have initiated. We may disclose your personal and account information to respond to subpoenas, court orders, or other legal process, as required by law, or to establish or exercise our legal rights or defend against legal claims. Your personal and/or account information may also be disclosed in connection with a sale of some or all of our business or a merger with another company.

How do we protect your personal and account information?

Your personal and/or account information and transaction history are kept behind our firewall.

How can you give us feedback or contact us?

Simply click the "Talk to us" link or call us at: (408) 730-2275. Please note that submitted messages become our sole property and may be used by us as set forth in this policy, including for promotional purposes.

How can I correct inaccurate information?

You may correct some personal and/or account information maintained in your Electronic Account through the function and features of your Electronic Account. To correct any other information, please contact your account manager. If you do not know your account manager, call us at: (408) 730-2275.
