



CARLISLE FLUID TECHNOLOGIES, LLC PRIVACY POLICY

Carlisle Fluid Technologies, LLC, its subsidiaries, and its affiliates (collectively, "Carlisle Fluid Technologies"), provide their services to you subject to the following terms and conditions. By visiting or using any Carlisle Fluid Technologies Website, including submitting electronic purchase orders, you accept these terms and conditions. Please read them carefully. If you do not agree with these terms and conditions, you should immediately cease use of any Carlisle Fluid Technologies Website.

PRIVACY NOTICE

Customer Information. Carlisle Fluid Technologies receives and stores any information you enter on any Carlisle Fluid Technologies Website or give Carlisle Fluid Technologies in any other way, including, for example, your name, e-mail address, password, computer and connection information, phone number, mailing address, credit card information, purchase, and DeVilbiss Website use history. Carlisle Fluid Technologies uses such information to respond to your requests, improve customer service, complete sales transactions, communicate with you, manage the Carlisle Fluid Technologies' Websites, and tell you about the products and services Carlisle Fluid Technologies offers. Carlisle Fluid Technologies will not disclose your information to any third parties other than to conduct the business of Carlisle Fluid Technologies, including the fulfillment of your order. Carlisle Fluid Technologies may disclose your information to third party service providers who may fill orders, deliver packages, send postal mail and e-mail, remove repetitive information from customer lists, analyze data, provide marketing assistance, provide search results and links (including paid listings and links), process credit card payments, and provide customer service. Third party service providers may have access to your information needed to perform their functions but have agreed not to use it for any other purpose.

Carlisle Fluid Technologies will collect and process the following data about you:

Information you give Carlisle Fluid Technologies. This is information about you that you give Carlisle Fluid Technologies by filling in forms on any Carlisle Fluid Technologies website or by corresponding with Carlisle Fluid Technologies by phone, e-mail or otherwise. It includes information you provide when you register to use our site, subscribe to our service, search for a product, place an order on our site, participate in discussion boards or other social media functions on our site, enter a competition, promotion or survey, and when you report a problem with our site. The information you give Carlisle Fluid Technologies may include your name, address, e-mail address and phone number, financial and credit card information, credit reports about you and a personal description of you.

Information Carlisle Fluid Technologies collects about you. With regard to each of your visits to our sites Carlisle Fluid Technologies will automatically collect the following information:

technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, and your operating system and platform; information about your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from our site (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), methods used to browse away from the page, and any phone number used to call our customer service number.

Information Carlisle Fluid Technologies receives from other sources. This is information Carlisle Fluid Technologies receive about you if you use any of the other websites Carlisle Fluid Technologies operates or the other services Carlisle Fluid Technologies provide. In this case Carlisle Fluid Technologies will have informed you when Carlisle Fluid Technologies collected that data if Carlisle Fluid Technologies intend to share those data internally and combine it with data collected on this site. Carlisle Fluid Technologies will also have told you for what purpose Carlisle Fluid Technologies will share and combine your data. Carlisle Fluid Technologies is working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies). Carlisle Fluid Technologies will notify you when Carlisle Fluid Technologies receives information about you from them and the purposes for which Carlisle Fluid Technologies intends to use that information.

Cookies

Carlisle Fluid Technologies' websites uses cookies to distinguish you from other users of our website. This helps Carlisle Fluid Technologies to provide you with a good experience when you browse our website and also allows Carlisle Fluid Technologies to improve our site. For detailed information on the cookies Carlisle Fluid Technologies uses and the purposes for which Carlisle Fluid Technologies use them see our [Cookie policy](#)

Business Transfers.

In the event Carlisle Fluid Technologies buys or sells business units, your information may be transferred as a business asset but on the condition that the information remains subject to the terms of this Privacy Policy.

Uses Made of the Information

We use information held about you in the following ways:

Information you give to Carlisle Fluid Technologies. Carlisle Fluid Technologies will use this information:

- to carry out our obligations arising from any contracts entered into between you and Carlisle Fluid Technologies and to provide you with the information, our product and services that you request from us;

- to process your payment for our products or services;

- if you agreed to this during the order process, to give you information about similar products that Carlisle Fluid Technologies provide, but you may stop receiving this at any time by contacting us; and

- to provide you, or permit selected third parties to provide you, with information about goods or services Carlisle Fluid Technologies feel may interest you. If you are an existing customer, Carlisle Fluid Technologies will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale or negotiations of a sale to you. If you are a new customer, and where Carlisle Fluid Technologies permit selected third parties to use your data, Carlisle Fluid Technologies (or they) will contact you by electronic means only if you have consented to this. If you do not want Carlisle Fluid

Technologies to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which Carlisle Fluid Technologies collect your data (the order form);

to notify you about changes to our products or services;

to ensure that content from our site is presented in the most effective manner for you and for your computer.

Information Carlisle Fluid Technologies collects about you. Carlisle Fluid Technologies will use this information:

to administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;

to improve our site to ensure that content is presented in the most effective manner for you and for your computer;

to allow you to participate in interactive features of our service, when you choose to do so;

as part of our efforts to keep our site safe and secure;

to measure or understand the effectiveness of advertising Carlisle Fluid Technologies serve to you and others, and to deliver relevant advertising to you;

to make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.

Information Carlisle Fluid Technologies receive from other sources. Carlisle Fluid Technologies will combine this information with information you give to Carlisle Fluid Technologies and information Carlisle Fluid Technologies collect about you. Carlisle Fluid Technologies will use this information and the combined information for the purposes set out above (depending on the types of information Carlisle Fluid Technologies receive).

Release of Information

Carlisle Fluid Technologies releases account and other personal information when Carlisle Fluid Technologies believes release is appropriate to comply with the law; enforce or apply these Conditions of Use and other agreements; or protect the rights, property, or safety of Carlisle Fluid Technologies, our users, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

Disclosure of your information

You agree that Carlisle Fluid Technologies has the right to share your personal information with:

Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

Selected third parties including:

business partners, suppliers and sub-contractors for the performance of any contract Carlisle Fluid Technologies enter into with you;

advertisers and advertising networks that require the data to select and serve relevant adverts to you and others.

analytics and search engine providers that assist Carlisle Fluid Technologies in the improvement and optimization of our site;

credit reference agencies for the purpose of assessing and verifying your credit score.



We will disclose your personal information to third parties:

In the event that Carlisle Fluid Technologies sell or buy any business or assets, in which case Carlisle Fluid Technologies will disclose your personal data to the prospective seller or buyer of such business or assets.

If Carlisle Fluid Technologies, its subsidiaries, or substantially all of its assets of any of the same are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.

If Carlisle Fluid Technologies are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our relevant terms or agreements with you; or to protect the rights, property, or safety of Carlisle Fluid Technologies, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

Security

Carlisle Fluid Technologies uses reasonable safeguards to protect your information received and stored from your use of any Carlisle Fluid Technologies Website from unauthorized access, use, modification, or disclosure.

Where Carlisle Fluid Technologies store your personal data

The data that Carlisle Fluid Technologies collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for Carlisle Fluid Technologies or for one of our suppliers. This includes staff engaged in, among other things, the fulfillment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. Carlisle Fluid Technologies will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

Where Carlisle Fluid Technologies has given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. Carlisle Fluid Technologies ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although Carlisle Fluid Technologies will do our best to protect your personal data, Carlisle Fluid Technologies cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once Carlisle Fluid Technologies have received your information, Carlisle Fluid Technologies will use strict procedures and security features to try to prevent unauthorized access.

LICENSE TO USE ANY CARLISLE FLUID TECHNOLOGIES WEBSITE

Limited License.

Carlisle Fluid Technologies grants you a limited license to access and make personal use of this site solely for the purchase of goods from Carlisle Fluid Technologies and you agree not to download or modify it, or any portion of it. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Carlisle Fluid Technologies. You may not use any meta tags or any other "hidden text" utilizing Carlisle Fluid Technologies' name or trademarks without the express written consent of Carlisle Fluid Technologies. Any unauthorized use or use inconsistent with these terms shall automatically terminate the permission or license granted by Carlisle Fluid Technologies herein.



Intellectual Property.

All content included on any Carlisle Fluid Technologies Website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Carlisle Fluid Technologies or its content suppliers and protected by United States and international copyright and trademark laws. The compilation of all content on this site is the exclusive property of Carlisle Fluid Technologies and protected by U.S. and international copyright laws. In addition, BINKS, DEVILBISS, DEKUPS and other product and service names, graphics, logos, page headers, button icons, scripts, appearing on any Carlisle Fluid Technologies Website are trademarks, registered trademarks, or trade dress of Carlisle Fluid Technologies in the U.S. and/or other countries. Carlisle Fluid Technologies trademarks and trade dress may not be used in connection with any product or service that is not Carlisle Fluid Technologies, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Carlisle Fluid Technologies. All other trademarks not owned by Carlisle Fluid Technologies that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Carlisle Fluid Technologies. Nothing contained on any Carlisle Fluid Technologies Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of Carlisle Fluid Technologies' intellectual property displayed on any Carlisle Fluid Technologies Website without the written permission of Carlisle Fluid Technologies. You agree that you will not use any robot, spider, scraper or other automated means to access any Carlisle Fluid Technologies Website for any purpose. Additionally, you agree that you will not: (i) take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure; (ii) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your Information) from any Carlisle Fluid Technologies Website without the prior expressed written permission of Carlisle Fluid Technologies and the appropriate third party, as applicable; (iii) interfere or attempt to interfere with the proper working of any Carlisle Fluid Technologies Website or any activities conducted on any Carlisle Fluid Technologies Websites; or bypass our robot exclusion headers or other measures Carlisle Fluid Technologies may use to prevent or restrict access to the Carlisle Fluid Technologies Websites.

SALES TRANSACTIONS

Account Access.

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password, including, without limitation, electronic submission of purchase orders (also referred to herein as "Internet Purchase Orders").

Refusal of Service.

Carlisle Fluid Technologies reserves the right to refuse service, terminate accounts, remove, or edit content, and/or cancel orders in its sole discretion.

Internet Purchase Orders.

Internet Purchase Orders may generate an automatic confirmation and response e-mail. Any automatic confirmation and response e-mail is subject to correction prior to delivery due to errors, changing market conditions, product discontinuation or unavailability, typographical errors, or any other reason. Any Carlisle Fluid Technologies Website pages are an invitation for you to make Carlisle Fluid Technologies an offer to buy the products and/or services described, and Carlisle Fluid Technologies' delivery constitutes acceptance of your offer.



Carlisle Fluid Technologies will notify you of any corrections or changes and ask for your approval before Carlisle Fluid Technologies completes your order. Carlisle Fluid Technologies will not complete your order until Carlisle Fluid Technologies has your approval. Carlisle Fluid Technologies reserves the right to limit sales, including the right to prohibit sales to resellers, even after Carlisle Fluid Technologies has received and confirmed your order. All Carlisle Fluid Technologies sales are subject to Carlisle Fluid Technologies' Terms and Conditions of Sale. Commencement of any work by Carlisle Fluid Technologies or acceptance of delivery of any goods under your purchase order shall constitute your acceptance of Carlisle Fluid Technologies' Terms and Conditions of Sale. In the event of a conflict between Carlisle Fluid Technologies' Terms and Conditions of Sale and the terms in this Section (Sales Transactions) with regard to, the sale of products and/or services pursuant to an Internet Purchase Order, the terms in this Section shall govern.

Pricing

Prices and specifications are subject to change without notice and are valid only on the day the order is placed. Any Carlisle Fluid Technologies Website prices, e-mail offers and other advertisements are subject to correction. Published prices do not include shipping, sales tax and insurance. Proof of purchase and postage may be required for rebates.

Payment

Carlisle Fluid Technologies accepts payment for products and/or services purchased via any Carlisle Fluid Technologies Website by credit card only.

Shipment

Delivery dates are estimates only and are based on manufacturer inventory and normal shipping conditions (shipping conditions and actual ship dates may vary). Shipping and handling charges will be added to the price of any products and/or services purchased by Internet Purchase Order via any Carlisle Fluid Technologies Website. Carlisle Fluid Technologies reserves the right to make partial shipments until a purchase order is shipped complete. Carlisle Fluid Technologies will notify you if products and/or services have been discontinued and/or are no longer available, and such products and/or services will be cancelled from pending purchase orders with a credit for any paid, but unshipped products and/or services.

Risk of Loss

All products and/or services purchased from any Carlisle Fluid Technologies Website are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon Carlisle Fluid Technologies' delivery to the carrier, at Carlisle Fluid Technologies' shipping point.

Carlisle Fluid Technologies Products and Services.

Carlisle Fluid Technologies reserves the right to modify and/or discontinue products and/or services, at any time, and at Carlisle Fluid Technologies' sole discretion.

Return Policy



If you are not satisfied with your purchase and you return products within thirty (30) days of receipt, you may exchange the product or receive a refund or credit, according to this Return Policy, provided the returned products are in the same condition as the date shipped ("as new" condition), and returned in the original box and packaging, along with a copy of the Internet Purchase Order, shipping documents, proof of delivery, and any warranty cards, manuals and accessories. Refunds are issued only after receipt and inspection of returned goods. Returns must be shipped prepaid, and shipping and insurance charges are not refunded, except for defective or damaged products, or products shipped in error by Carlisle Fluid Technologies. Products that have been used cannot be returned. To return products, you must complete a Return Form and use the Return Label included with the shipping documents. If you have any questions, call the toll-free number (USA and Canada): 800-445-3988; or send an e-mail to askus@carlisleft.com. This Return Policy is different from Carlisle Fluid Technologies' standard return policy and applies only to products purchased pursuant to an Internet Purchase Order via any Carlisle Fluid Technologies Website; products purchased by other means cannot be returned using these procedures.

Warranty

See Carlisle Fluid Technologies' Terms and Conditions of Sale.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

DISCLAIMER.

THIS SITE IS PROVIDED BY CARLISLE FLUID TECHNOLOGIES "AS IS" AND "AS AVAILABLE" BASIS. CARLISLE FLUID TECHNOLOGIES MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, CARLISLE FLUID TECHNOLOGIES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARLISLE FLUID TECHNOLOGIES DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM CARLISLE FLUID TECHNOLOGIES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CARLISLE FLUID TECHNOLOGIES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES. CARLISLE FLUID TECHNOLOGIES' LIABILITY, IF ANY, IS EXPRESSLY LIMITED TO THE PURCHASE PRICE OF ANY PRODUCT PURCHASED BY ELECTRONIC PURCHASE ORDER SUBMITTED PURSUANT TO ANY CARLISLE FLUID TECHNOLOGIES WEBSITE.

Website Links

In the event any website is linked to any Carlisle Fluid Technologies Website, such linked website is not under the control of Carlisle Fluid Technologies and is not responsible for the content of any linked website or any link contained in a linked website, or any changes or updates to such websites. Carlisle Fluid Technologies may provide links to you only as a convenience, and the inclusion of any link does not imply endorsement by Carlisle Fluid Technologies of the website. Descriptions of, or references to, products, publications or sites not owned by Carlisle Fluid Technologies do not imply endorsement of that product, publication or linked website. Carlisle Fluid Technologies has not reviewed all material linked to any Carlisle Fluid Technologies Website and is not responsible for the content of any such material. Your linking to any other sites is at your own risk.

Indemnity

You will indemnify and hold Carlisle Fluid Technologies (and our officers, directors, agents, subsidiaries, joint ventures and employees), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

MISCELLANEOUS

Applicable Law.

By visiting any Carlisle Fluid Technologies Website, you agree that the laws of the State of Ohio, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Carlisle Fluid Technologies. Notwithstanding the foregoing, any Carlisle Fluid Technologies Website may be viewed internationally and may contain references to products or services not available in all countries. References to a particular product or service do not imply that Carlisle Fluid Technologies intends to make such products or services available in such countries.

Your rights

You have the right to ask Carlisle Fluid Technologies not to process your personal data for marketing purposes. Carlisle Fluid Technologies will usually inform you (before collecting your data) if Carlisle Fluid Technologies intend to use your data for such purposes or if Carlisle Fluid Technologies intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms Carlisle Fluid Technologies use to collect your data. You can also exercise the right at any time by contacting Carlisle Fluid Technologies at info@carlisleleft.eu.

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that Carlisle Fluid Technologies do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

Access to information

Within the EEA, the GDPR gives you the right to access information held about you. Your right of access can be exercised in accordance with the GDPR. Qualsiasi richiesta di accesso non sarà soggetta a una commissione

Changes to our privacy policy

Any changes Carlisle Fluid Technologies make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail. Please check back frequently to see any updates or changes to our privacy policy.

Contact

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to Carlisle Fluid Technologies at privacy@carlisleleft.com, or by telephone (USA and Canada): 800-445-3988



Force Majeure.

Carlisle Fluid Technologies' failure to perform any term or condition of these Conditions of Use as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of these Conditions of Use.

Arbitration

Any controversy or claim arising out of or relating to the visitation, use or purchase of products of or pursuant to any Carlisle Fluid Technologies Website, the interpretation or application of these Conditions of Use or the breach, termination, or validity thereof, the relationships which result therefrom (collectively, a "Claim") shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. You will not have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties. Any such Claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Toledo, OH, and judgment on the arbitration award may be entered into any court having jurisdiction. Either you or Carlisle Fluid Technologies may seek any interim or preliminary relief from a court of competent jurisdiction in Toledo, OH necessary to protect the rights or property of you or Carlisle Fluid Technologies pending the completion of arbitration. Each party will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to Carlisle Fluid Technologies arising out of sales hereunder may be exclusively litigated in court rather than through arbitration, at Carlisle Fluid Technologies' sole discretion and election.

Carlisle Fluid Technologies

16430 N Scottsdale Road

Suite 450

Scottsdale, AZ 85254

800-445-3988