Hyster-Yale Materials Handling, Inc.
Terms of Use

NOTICE: Please read these Terms of Use in their entirety before using this web site. Do not use this web site if you do not agree with these Terms of Use. Use of this web site signifies your agreement to comply with these Terms of Use.

1. Use of This Web Site

We, Hyster-Yale Group, Inc., authorize you to view and download information from this web site solely in connection with your purchase of products from us. You shall have no right to directly or indirectly own, use, loan, sell, rent, lease, license, sublicense, assign, copy, translate, modify, adapt, improve, or create any new or derivative works from, or display, distribute, perform, or in any way exploit this web site, or any of its contents, in whole or in part. You are only authorized to visit, view, and retain a copy of pages of this web site for your own use in doing business with us. You agree that you shall not duplicate, download, publish, modify or otherwise distribute the material on this web site for any other purpose. You also agree not to deep-link to this web site for any commercial purpose, unless specifically authorized by us to do so. You may not use this web site for any commercial purpose, such as to offer sales of merchandize or services, whether by advertising, solicitations, links, or any other form of communication, without prior written authorization by us.

This web site is designed to provide accurate and useful information with regard to the subject matter covered at the time the data is loaded. Changes may occur to the information presented and therefore we make no representation or warranty, express or implied, that the information contained in this web site is complete, accurate or uninterrupted, and shall not be responsible for any errors or omissions. We reserve the right to make changes without notice. Since these Terms of Use may change periodically, please check back from time to time. For your information, the date of the last update to these Terms of Use is stated at the bottom of this document.

2. Disclaimer of Warranty

WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION PUBLISHED ON THIS WEB SITE FOR ANY PURPOSE. ALL SUCH INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WE HEREBY DISCLAIM ALL WARRANTIES WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THIS WEB SITE.

YOU AGREE THAT USE OF THIS WEB SITE IS AT THE YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF MATERIAL POSTED ON THIS WEB SITE.

3. Intellectual Property Rights

All intellectual property rights included in or related to this web site (including but not limited to copyrights, trademarks, trade dress and service marks) are owned by or licensed to us or our subsidiaries or affiliates. You acknowledge that all data developed and/or collected by us in connection with the operation of this web site shall be our exclusive property. You are prohibited from reproducing, reverse engineering, transmitting, disassembling, modifying or creating derivative works with respect to this web site. Nothing on this web site is to be construed as granting, by implication, estoppel or otherwise, any license or right to the use of intellectual property displayed on this web site, without our prior written permission. Any rights not expressly granted herein are reserved.
All third party content published on this web site is the property of respective third party owners and may not be copied or
distributed in any way by Users.

Users shall comply with all applicable laws when accessing this web site or using information published on this web site.

4. Links

We may provide links to other web sites, including links to sites of our subsidiaries, affiliates and authorized dealers which let
the User leave our site. The linked sites are not under our control and you acknowledge and agree that we are not responsible
for the availability of such external sites, and that we do not endorse and are not liable for any content, advertising, products or
other materials on or available on such third party sites. We expressly disclaim any responsibility to review or filter any such
content.

5. Interactive Usage

Except for personally identifiable information, which is governed by our Privacy Policy, any information provided to us or
posted on this web site shall be provided and received on a non-confidential basis. You agree that we are free to use such
information on an unrestricted basis. Any material that we deem unauthorized or inappropriate is subject to removal. No
solicitations may be placed on this web site without our prior written approval. You may not place or create any offensive or
disruptive materials for display on our site. You may not post any information that infringes the intellectual property rights of a
third party.

We reserve the right to discontinue your access to this web site, or to discontinue or change this web site, at our sole
discretion.

6. International Usage

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable
content. You agree to comply with all applicable laws regarding the transmission of technical data exported from the United
States or the country in which you reside or access this web site.

The English language version of these Terms of Use is the official agreement with Users of this web site. In case of any
inconsistency between the English language Terms of Use and its translation into another language, if any, the English language
document shall control.

7. Copyright Infringement Notification

If you believe that any of the information posted to this web site infringes a copyright, trademark, patent or other right of
another party, please contact us at:

Manager Digital Media
Hyster-Yale Group, Inc.
1400 Sullivan Drive
Greenville, NC 27834
Email: inquiries@hyster-yale.com

8. Indemnification

You agree to indemnify, defend, and hold harmless us and our officers, directors, employees, agents, licensors, and suppliers
from and against all losses, expenses, damages and costs, including reasonable attorneys’ fees, resulting from any violation of
these Terms of Use or any activity related to your customer account (including negligent or wrongful conduct) by you or any
other person accessing this web site using your customer account.

9. Governing Law and Jurisdiction
These Terms of Use and any disputes arising under or related to these Terms of Use or this web site will be governed by the laws of Ohio without reference to conflict of law principles. Any disputes shall be resolved exclusively in the state or federal courts of Ohio located in the state or federal district court for Cuyahoga County, Ohio.

10. Entire Agreement

These Terms of Use (together with our Privacy Policy) constitute the entire agreement between you and us with respect to this web site and supersede all prior or contemporaneous communications and proposals between you and us with respect to this web site. If any provision of these Terms of Use is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect.

January 2016