

Web Site Privacy Policies and Terms of Use

Last updated: March 11, 2014

PLEASE READ THESE POLICIES CAREFULLY BEFORE YOU USE THIS WEBSITE. BY USING THIS WEBSITE, YOU AGREE THAT THESE POLICIES APPLY TO YOU. THESE POLICIES PROVIDE IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. THE POLICIES ALSO CONTAIN LIMITATIONS AND EXPECTATIONS THAT SHOULD BE CONSIDERED WHEN USING THIS SITE.

Thank you for visiting Consolidated Electrical Distributors, Inc. (CED) ShopCED.com website. CED is committed to protecting your privacy and complying with all applicable laws in the collection and use of information on this website. Please review our Privacy Policy and Terms of Use Policy. We encourage you to contact us with questions or feedback.

All use of this Web site is governed by these policies. Entering into this Web site indicates that you and your organization (collectively, "User") have reviewed these policies and have agreed to be bound by them. CED reserves the right to change these Policies at any time. All changes will be posted on this page. Your continued use of the Site will constitute your acceptance of such changes. Check back regularly for updates to these policies.

For customers who have been approved with credit limits, CED will provide a *Customer Login Administrator*, selected by your organization, with access to certain web pages and the ability to use certain functions as determined solely by CED. The *Customer Login Administrator* shall have the ability to add or delete additional members of the organization as Users for access to certain features of this site. Users added by the Customer Login Administrator, will be able to access certain customer specific information on the web site that is reserved for use only by people authorized by the Customer Login Administrator and select employees of CED.

In the case of any violation of these policies, CED reserves the right to seek all remedies available by law for such violations.

Privacy Policy

You are a trusted customer of CED; we are committed to protecting your privacy and want to give you every confidence that the use of the data provided by you, through our web site, will be given the highest level of confidentiality and security.

Information Covered By This Policy

This privacy policy covers personally identifiable and usage information collected on this website. This policy does not cover information collected by CED through any other means.

The Information We Collect and How We Use It

Consolidated Electrical Distributors, Inc. (CED) collects various types of information from visitors on our website ShopCED.com (Site). We collect IP addresses, web browser used, pages visited and duration all which does not enable us to identify you. This information is collected and aggregated to facilitate system administration, make improvement to the Site, customize and improve the user experience, and to generally improve our customer service to you.

CED may also collect personally identifiable information and transactional information that is voluntarily provided by visitors who sign-in and/or purchase products from the Site. This information may include, company name, name, email address, User ID and password, telephone number, shipping information, purchase and quote information, payment information, which may include credit cardholder name and card number/expiration date. CED may also retain the content of any communications that are sent to CED's customer service representatives.

Users are responsible for keeping their contact information current and accurate. Users may review, and if needed, modifying their Sign-in profiles using features on the Site.

From time to time, customers or other visitors to our Site may be invited to voluntarily participate in an on-line survey. Prior to collecting any survey information, participants will be informed of the information to be collected and how it will be used. Participation in the survey is purely voluntary.

Cookies and Other Technologies Used

This Site uses Cookies to identify who is visiting the site. The Cookies enable use to secure content to authorized visitors and to present a content in a personalized manner. Our cookies track very limited information, as described in this Policy, and they do not track your internet usage beyond the pages of this Site.

IMPORTANT NOTE: Your browser must be configured to accept Cookies in order to access pages that contain confidential information specific to your account. If you configure your computer to block or erase Cookies you will not be able to use certain parts or features of this Site. Please refer to your browser's help documentation for information about accepting or blocking cookies.

Our site also uses technologies that allow us to track which pages and features on the Site are being visited. The purpose of this information is to enable us to improve the Site and to assist us to optimize the Site for you and other Site visitors.

Sharing Information with Third Parties

We DO NOT sell, rent or give your personal information to any non-affiliated third parties, except as described in this notice.

In response to subpoenas, investigative requests (with or without subpoena) and other legal process, CED may disclose information collected on the Site to exercise CED's legal rights and defend against legal claims.

CED may share personally identifiable information (including customer Name, user Name, and shipping address information) to reputable suppliers of products or services represented on this Site.

CED may engage third parties to host, operate and/or maintain the Web Site or to analyze or audit the site. CED will give them access to personal information on the Site to the extent required to perform their responsibilities. Although we make every attempt to work with reputable third parties who have agreed to maintain the confidentiality of all information on the site, we cannot and do not provide any guarantees that those companies will protect the information collected on or used by the Site.

Security

Making sure our customers feel secure on this Site is a top priority for us. The Site uses industry-standard encryption technology to provide security for information stored and collected on the Site. CED, however, cannot guarantee that any electronic commerce is totally secure. The Site is certified by [DigiCert](#), which verifies that our Web site is authentic and that all transactions are secured by Secure Socket Layer (SSL) encryption.

Each User is responsible for maintaining the confidentiality of User's sign-in information. User agrees to notify CED immediately upon the unauthorized use of a User's registration or password.

Customer Login Administrators are responsible for maintaining non-CED user access within their respective organizations.

Links to Third Party web sites

This Policy covers only information received or collected by CED from this Site. The Site may contain links to other web sites of third parties. While we try to link only to sites that share our high standards for privacy and security, we cannot be responsible for the content or the privacy practices employed by other sites. Please refer to the third party web sites to inquire about their privacy and security policies.

Miscellaneous

CED's policy does not extend to anything that is beyond CED's reasonable control, including but not limited to potential security limitations inherent in conducting business over the Internet. CED is not responsible for any breach of security or for the actions of any third parties.

CED has no obligation to retain any personal information you submit and we may destroy or delete it at any time.

Terms of Use

Disclaimer

Although CED attempts to provide accurate information on the Site, CED assumes no responsibility for the accuracy of the information. ALL INFORMATION PROVIDED ON THIS WEB SITE IS PROVIDED "AS IS" WITH ALL FAULTS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED. All information provided on this Web site is subject to change without notice.

CED does not warrant that the Site will be uninterrupted or error free, that defects will be corrected, or that this site or the servers hosting the site are free of viruses or other harmful components.

Access and Use of Information

You are hereby granted, subject to these Terms, a limited, non-exclusive, non-transferable license to view the screens and materials on this Web Site and to print only a limited number of copies of such screens and materials as is needed for your own non-commercial use, in order to make a decision whether or not to purchase any products offered through this Web Site. Access to this Web site is limited to viewing the linked Web pages solely to access information for purposes making a purchase decision or other legitimate business purpose related to your relationship with CED.

CED hereby authorizes you to make a single copy of the content herein for your use in learning about, evaluating, or acquiring CED services or products. You agree that any copy made must include CED's copyright notice. No other permission is granted to you to print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify the content contained on this Site.

Any access or attempt to access other areas of CED's computer systems or other information contained on the system for any purpose is strictly prohibited.

Links

From time to time, other Web Sites may provide hypertext links (Links) to this Web Site. No such Links shall imply any relationship or connection between CED and the operator of the Web Site containing the Link to this Web Site. CED has no liability to you arising out of your use of any Web Site that provides Links to this Site.

Cross Reference Information

The Site's product cross-reference results do not imply that all products compared are of functional equivalency or that performance and other characteristics are exact. It is the buyers responsibility to review specifications prior to purchase.

Trademarks

The trademarks, logos and service marks (Marks) displayed on this Web Site are the property of Consolidated Electrical Distributors, Inc. or other third parties. Users are not permitted to use these Marks without the prior written consent of CED or such third party which may own the Mark.

Copyright

The information available on this Site is the property of CED and its Supplier partners and is protected by copyright and other intellectual property laws. All rights not expressly granted under this Agreement are hereby reserved by CED. No act of downloading any portion of this Site will constitute a transfer of title in such material. All printouts using or referencing content from this site, for the purpose of evaluating or acquiring the Site's products or services, shall contain CED's copyright notice. No other permission is granted to you to copy, reproduce, distribute, republish, transmit, upload, download, display in public, or modify the content contained on this Site.

Submissions

Unless otherwise agreed to in writing, all remarks, suggestions, ideas, graphics or other information communicated to CED through this Site will forever be the property of CED. All material submitted to CED will be presumed to be public and CED will not be required to treat the information as confidential. CED shall have exclusive ownership of all present and future existing rights in the information, without compensation to the person sending the information and will not be liable for any ideas for its business and will not incur any liability as a result of any similarities that may appear in future CED operations.

Prohibitions on Use

You agree that you will NOT use the Site or any of the content or the services provided therein in connection with any of the following activities: (1) attempting to interrupt the operation of the Site by tampering, hacking or otherwise interfering with security or our networks, transmitting data that contains codes or programs that are intended to destroy, disrupt or otherwise impair a computer's functionality or the operation of any service; (2) not knowingly introduce any viruses, bugs, worms, Trojan horses or other harmful computer code with anything you submit to this Site; (3) using the Site to send chain letters, pyramid schemes or spam; (4) posting or transmitting any unlawful, harmful, harassing, defamatory, sexually explicit or other objectionable material of any kind or any material that is invasive of another's privacy; (5) spoofing or otherwise impersonating another person or entity; (6) using the Site or its content for any fraudulent or illegal purpose or for collecting personally identifiable information without prior consent; (7) violating any applicable local, state or federal law; (8) interfering with another user's access of the Site, the content or the services; or (9) violating any other of our rules or policies.

The information contained in this Site is solely for use for business and commercial purposes by residents of the United States, its territories, possessions and protectorates. If you access this Website from outside the United States, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you live.

General Provisions

Restriction of Liability

In no event will Consolidated Electrical Distributors., Inc., its officers, directors, employees, parent, subsidiaries, affiliates, agents or suppliers be liable for any direct, indirect, special, punitive, exemplary, incidental or consequential damages arising out of the use or inability to use the Site, including but not limited to, any failure of performance, errors, omissions, interruptions, loss of data, loss of profits, defects, delay or failure of communications, computer viruses, bugs, worms, Trojan horses or other harmful computer code, even if CED was advised of the possibility of such damages.

Warranties

The goods sold by CED are products of recognized manufacturers sold under their respective brand or trade name in accordance with their terms and conditions. CED GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE.

Assignment

Neither party may assign, sublicense or otherwise transfer any of its rights or obligations under the Terms of Use without the express prior written consent of the other party.

Severability

If any provision of this Terms of Use (Terms) declared invalid for any reason, such determination shall not affect the validity of the remainder of any other provision of these Terms. The remaining parts of these Terms shall remain in effect as if the Terms had no invalid provisions.

Choice of Law and Venue

These Terms shall be governed by the laws of the State of Texas (without regard to conflicts of laws provisions). Each party irrevocably consents to the jurisdiction of the courts of Texas.

Attorneys' Fees and Cost for Litigation

In the event of litigation or legal proceedings where a party seeks to claim a breach of these Terms and CED is the prevailing Party, then CED shall be entitled to all reasonable attorney's fees and costs expended to enforce these Terms.

Terms and Conditions for Purchase of Product

All orders are subject to the CED's contractual terms and conditions, which are incorporated in full by this reference. The terms and conditions of sale are available for review [here](#), and also will be sent by mail, email or fax upon request. CED objects to any other additional or different terms in your purchase order or acceptance. CED's terms and conditions of sale may change from time to time without advance notice. For any order or delivery, the applicable terms and conditions will be those displayed here at the time the order is accepted.