

## TERMS OF USE

ATTENTION: PLEASE READ ALL THESE PROVISIONS (“TERMS”) CAREFULLY BEFORE USING THIS WEBSITE. USING THIS WEBSITE INDICATES YOUR AGREEMENT AND ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THIS WEBSITE OR DOWNLOAD MATERIALS FROM THIS SITE.

### The Site and its Use

Tri-Tex Electric (“Tri-Tex Electric”) website is owned and provided by Tri-Tex Electric from its office in Leander, Texas. The applicable website or sites are referred to herein as the “Site.” Each Site is provided for your personal information and non-commercial use. Please feel free to browse the Site; however, your access to and use of the Site is subject to these Terms and all applicable laws. You shall use the Site for lawful purposes only. You shall not post or transmit through the Site any information or material which violates or infringes, in any way, the rights of others, or which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, harassing, or otherwise objectionable. Nor shall you post or transmit through the Site any information or material which encourages conduct that would constitute a criminal offense, give rise to liability or otherwise violate any law or administrative ruling or guidelines, is in violation of these Terms, or which, without Tri-Tex Electric’ prior written approval, contain advertising or any solicitation with respect to products or services. Any conduct by you that, in Tri-Tex Electric’ opinion, restricts or inhibits any other user from using or enjoying the Site will not be permitted.

The Site contains information and materials, including but not limited to, text, software, photos, video, graphics and audio, (collectively “Materials”) which are derived in whole or in part from information and materials supplied by Tri-Tex Electric and other sources, and are protected by international copyright, trademark and other laws and the entire content of the Site is copyrighted as a collective work under the United States Copyright Laws. Tri-Tex Electric owns the copyright in the overall selection, coordination, arrangement, and enhancement of such content, and owns the rights in, or license to use, the individual components of such content. Materials may not be copied, reproduced, republished, modified, uploaded, posted, transmitted or distributed in any way or decompiled, reverse engineered or disassembled, including but not limited to the text, images, audio and/or video, as well as any software (including but not limited to any images or files incorporated in or generated by the software or data accompanying such software), except that you may download one copy of the Materials on any single computer for your personal, non-commercial use only, provided you keep intact all copyright, trademark, and other proprietary notices and make no change in or deletion of author attribution. This limited authorization is not a transfer of title in the Materials and by your use of

the Site, you acknowledge that you do not acquire any license, ownership or other rights to the Materials. Modification of the Materials or use of the Materials for any other purpose is a violation of Tri-Tex Electric or such other sources' copyright, trademark, and other proprietary rights and may violate other laws. The use of any such Materials on any other web site or networked computer or environment is prohibited without Tri-Tex Electric' express written consent. If you breach any of these Terms, your authorization to use the Site automatically terminates and you must immediately destroy any downloaded or printed Materials.

#### Disclaimer

r

THE SITE AND MATERIALS AND RELATED COMMUNICATIONS ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS OF IMPLIED WARRANTIES MAY NOT BE APPLICABLE UNDER CERTAIN CIRCUMSTANCES. Tri-Tex Electric ALSO DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS, INCLUDING BUT NOT LIMITED TO THE RELIABILITY OF ANY ADVICE, STATEMENT OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE SITE. YOU ACKNOWLEDGE THE USE OF THE SITE THAT ANY RELIANCE ON ANY SUCH MATERIALS, ADVICE, STATEMENT OR INFORMATION SHALL BE AT YOUR SOLE RISK. Tri-Tex Electric ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE SITE (INCLUDING ANY BULLETIN BOARD AND CHAT ROOM) OR YOUR DOWNLOADING OF ANY MATERIALS FROM THE SITE.

#### Third-Party Site

Tri-Tex Electric may provide, as a convenience to you, links to websites operated by other entities and persons but makes no representations whatsoever about any other website which you may access through this one. Any link to a non-Tri-Tex Electric website does not mean that Tri-Tex Electric endorses or accepts any responsibility for the content or the use of such website. If you use these sites, you do so at your own risk. Tri-Tex Electric makes no warranty or representation regarding and does not sponsor or endorse, any linked websites or the information or materials appearing thereon or any of products and services described thereon. Furthermore, links do not imply that Tri-Tex Electric is affiliated or associated with, or that any linked site is authorized to use

any trademark, trade name, logo, or copyright of Tri-Tex Electric.

### Third Party Content

Any opinions, statements, services, offers or other information or content expressed or made available on the Site by any third party are those of the respective author(s) or distributor(s) and not of Tri-Tex Electric.

### Limitation of Liability

Your use and browsing of the Site will be at your own risk. If you are dissatisfied with any of the Materials contained on the Site, or with any of these Terms, your sole and exclusive remedy is to discontinue access- ing and using the Site. UNDER NO CIRCUMSTANCES WILL Tri-Tex Electric, ITS SUPPLIERS OR OTHER THIRD PARTIES MENTIONED AT, OR INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, COSTS AND EXPENSES OF ANY TYPE INCURRED, LOST PROFITS, LOST DATA OR PROGRAMS, AND BUSINESS INTERRUPTION) ARISING OUT OF YOUR ACCESS TO, USE, INABILITY TO USE OR THE RESULTS OF USE OF THE SITE, ANY WEB SITES LINKED TO THE SITE, OR ANY MATERIALS CONTAINED AT ANY OR ALL SUCH SITES (INCLUDING BUT NOT LIMITED TO THOSE CAUSED BY OR RESULTING FROM A FAILURE OF PERFORMANCE; ERROR; OMISSION; LINKING TO OTHER WEB SITES; INTERRUPTION; DELETION; DEFECT; DELAY IN OPERATION OR TRANSMISSION; COMPUTER VIRUS; COMMUNICATION LINE FAILURE; OR DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY COMPUTER OR SYSTEM), WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT Tri-Tex Electric WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Tri-Tex Electric SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY ACTS, OMISSIONS, OR CONDUCT OF ANY USER OR OTHER THIRD PARTY.

Tri-Tex Electric' obligations and responsibilities regarding its products and services are governed solely by Tri-Tex Electric' terms and conditions of sale or license under which such products and services are sold or licensed. Copies of such terms and conditions are available from the applicable Tri-Tex Electric entity.

## Safe Harbor

The Materials at the Site may contain various forward-looking statements and which may be based on or include assumptions, concerning Tri-Tex Electric' operations, future results and prospects. These forward-looking statements are based on current expectations and are subject to risk and uncertainties. In connection with the "safe harbor" provisions of the United States' Private Securities Litigation Reform Act of 1995, Tri-Tex Electric provides the following cautionary statement identifying important economic, political and technology factors which, among others, could cause the actual results or events to differ materially from those set forth or implied by the forward-looking statements and related assumptions.

Such factors include the following:

changes in the current and future business environment, including interest rates and capital and consumer spending; competitive factors and competitor responses to Tri-Tex Electric' initiatives; successful development and market introductions of anticipated products; changes in government laws and regulations, including taxes; unstable governments and business conditions in emerging economies; continuation of the favorable environment to make acquisitions, domestic and foreign, including regulatory requirements and market values of candidates. Information Provided by You

It has been and remains Tri-Tex Electric' policy not to accept or consider ideas, suggestions or materials other than those that Tri-Tex Electric has specifically requested from you. Accordingly, Tri-Tex Electric does not want you to, and you should not send any confidential or proprietary information to Tri-Tex Electric through the Site unless specifically requested by Tri-Tex Electric. Please note that any unsolicited information or material sent to Tri-Tex Electric will be deemed not to be confidential or proprietary. By submitting information and material to the Site, you automatically grant to Tri-Tex Electric (or warrant that the owner of such information and material has expressly granted to Tri-Tex Electric) a royalty-free, perpetual, irrevocable, unrestricted, right and license to use, reproduce, display, perform, modify, adapt, publish, translate, transmit and distribute, or otherwise make available to other such information and material (in whole or in part and for any purpose) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed. You also agree that Tri-Tex Electric is free to use any ideas, concepts, know-how, or techniques that you send Tri-Tex Electric for any purpose. As further provided above, Tri-Tex Electric does not want to receive, and you are deemed to covenant and agree through the use of the Site not to provide, any information or materials to Tri-Tex Electric that are defamatory,

threatening, obscene, harassing, in violation of any law, governmental requirements or otherwise unlawful, or that incorporate the proprietary information or materials of another person or entity. You shall not upload, post or otherwise make available on the Site any information and material protected by copyright, trademark or other proprietary rights without the express written permission of the owner of such right(s). You shall be solely liable for any damages resulting from any infringement of copyright, proprietary rights, or any other harm resulting from such a submission.

## Change s

Tri-Tex Electric reserves the right, in its sole discretion, to revise these Terms at any time and correct any errors or omissions in any portion of the Site and Materials. Materials may also be changed, modified, added, or removed and updated without notice at any time; however, Tri-Tex Electric is under no obligation to update Materials. Tri-Tex Electric may also make changes in the products, services, programs, or prices (if any) described in the Site at any time without notice. Your continued use of the Site after any change Tri-Tex Electric makes to the Site will be considered acceptance of those changes. You should revisit these Terms from time to time to review the then-current Terms because they are binding on you.

## Linking to Site

Anyone linking to Tri-Tex Electric' Site must comply with Tri-Tex Electric' guidelines for linking to Tri-Tex Electric' Site and all applicable laws.

## International Users

The Site is administered by Tri-Tex Electric from its office in the United States. Materials published at the Site may refer to products, programs, or services that are not available in your country. Consult your local Tri-Tex Electric business contact in this regard. Furthermore, Tri-Tex Electric makes no representation that the Materials at the Site are appropriate or available for use at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited. You may not use the Site or export information and materials in violation of the export laws of the United States or any other country. If you access the Site from a location outside of the United States, you are responsible for compliance with all applicable laws.

## Governing Law

These Terms shall be governed by the laws of the State of Texas, without giving effect to any principles of conflicts of law. If any provision of this Agreement and Terms shall be unlawful, void, or for any reason un-enforceable then that provision shall be severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms constitute the entire agreement between Tri-Tex Electric and you with respect to your use of the Site. Any cause of action you may have with respect to your use of the Site must be commenced within six (6) months after the claim or cause of action arises.

Updated on May 20th,  
2018