



Digital Asset Library - Terms of Use

Acceptance of Terms

The CertainTeed web site (the "Site") is owned and operated by CertainTeed Corporation, a Delaware corporation located at 750 E. Swedesford Rd., Valley Forge, PA 19482-0101 (the "Company"). In exchange for accessing, browsing and/or using this Site, you agree to be bound by these Terms of Use and to comply with all applicable laws and regulations, including without limitation U.S. export and re-export laws and regulations. If you do not agree with any part of these Terms of Use, DO NOT USE THIS SITE OR DOWNLOAD ANY MATERIALS FROM IT.

Access and Use of Information

Access to this Site is limited to viewing the linked Web pages solely for legitimate business purposes to access the information provided by the Company at this Site. Any access to or attempt to access other areas of the Company's computer system or other information contained on the system for any purposes is strictly prohibited.

Copyright Notice; Use Restrictions

The information presented on this Site, along with any documents, data files or other materials available for viewing or downloading (including, for example, press releases, product descriptions, customer guides or tips, and FAQs) is the copyrighted work of the Company and/or its suppliers and is protected under US and worldwide copyright laws and treaty provisions. The Company grants you permission to copy any such information or material so long as each copy (i) is solely for informational use or for permitted commercial uses in support of the Company's products or business interests and is not modified or revised in any manner, (ii) plainly displays all copyright and other proprietary notices, in the same form and manner as on the original and (iii) displays a statement that the materials are used solely with permission of the Company. You also may not, without the Company's permission, "mirror" or "frame in" any material contained on this Site on any other server.

Except as expressly granted in this section (or to you specifically in writing), the Company and its suppliers do not grant any express or implied right to you under any patents, copyrights, trademarks, or trade secret information.

Submission of Information

Any feedback or other information collected from users or customers of the Site, such as comments, suggestions, or the like, shall be deemed to be non-confidential and the Company shall have no obligation of any kind with respect to such information and shall be free to reproduce, use, disclose and distribute the information to others without limitation. Further, the Company shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including but not limited to developing, producing and marketing products incorporating such information.

Confidentiality

The Company may designate certain portions of this Site for the exclusive use of certain parties with whom the Company does business (such as distributors, dealers or contractors). Those areas of the Site which you access by using a password or other security means contain proprietary and confidential information on the Company and its suppliers, including product specifications, engineering documents, manuals, and other technical and marketing information ("Confidential Information"). By accessing this Confidential Information, you agree to keep this information confidential and to use the information solely for the purposes intended by this Site. You also agree to be careful with the Confidential Information and to only disclose it within your company to employees with a "need to know" who are instructed and agree not to disclose the information and not to use the information for any purpose not permitted by this agreement. You will not alter, decompile, disassemble, reverse engineer, or modify any Confidential Information that you receive.

Trademarks and Service Marks

All product or service names used on the Site are trademarks of the Company unless otherwise indicated. The Company's trademarks may be used by third parties only with the prior written consent of the Company and with proper acknowledgement.

Third Party Statements on the Site

Users or other third parties may post statements or information on some portions of the Site from time to time. The Company may, but is not obligated to, monitor or review any such statements or information. The Company makes no representation as to the accuracy, appropriateness, legality, ownership or other aspects of such statements or information. The Company expressly disclaims any liability for such third party statements under criminal or civil laws relating to defamation, intellectual property infringement, privacy, obscenity, or other areas of law.

Links to Third Party Web Sites

This Site may contain links to web sites maintained by other companies, individuals or agencies as a convenience to users. These linked sites are not under the control of the Company, and the Company is not responsible for the accuracy of information on such sites. The Company does not monitor or review the content of such third party sites and therefore advises you that your access to and use of any such sites is at your own risk.

Links to the Company's Web Sites

Any party seeking to publish any link to this web site on another web site should notify the Company in advance of any such link.

Disclaimer of Warranty

THE SITE IS PROVIDED BY THE COMPANY ON AN "AS IS" BASIS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, OR THE INFORMATION, CONTENT, MATERIALS AND/OR PRODUCTS INCLUDED ON THIS SITE. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND/OR NONINFRINGEMENT.

THE COMPANY FURTHER DOES NOT WARRANT THE ACCURACY AND COMPLETENESS OF THE MATERIALS OR SERVICES AT THIS SITE. THE COMPANY MAY MAKE CHANGES TO THE MATERIALS AT THIS SITE, OR TO THE PRODUCTS AND PRICES DESCRIBED IN THEM, AT ANY TIME WITHOUT NOTICE. THE MATERIALS AND SERVICES AT THIS SITE MAY BE OUT OF DATE, AND THE COMPANY MAKES NO COMMITMENT TO UPDATE THEM. INFORMATION PUBLISHED AT THIS SITE MAY REFER TO PRODUCTS, PROGRAMS OR SERVICES THAT ARE NOT AVAILABLE IN YOUR COUNTRY. CONSULT WITH REPRESENTATIVES OF THE

COMPANY IN YOUR AREA REGARDING THE PRODUCTS, PROGRAMS AND SERVICES THAT MAY BE AVAILABLE TO YOU. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Limitation of Liability

THE COMPANY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL PUNITIVE AND CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER THE COMPANY HAS BEEN NOTIFIED OF SUCH DAMAGES.

Applicable Law

This Site originates from and is maintained in the United States of America, and the Company makes no representations regarding the legality of access to or use of the Site or the materials from other countries. Access in countries where the materials are illegal is prohibited. Users who access the Site from outside the United States do so at their own risk and are responsible for compliance with applicable U.S. export and local country laws. These Terms will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to any principles of conflicts of laws.

Revisions

The Company may revise or withdraw content on this Site, in whole or in part, at any time without notice. The Company may modify or amend its Terms of Use at any time by updating this posting. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within this Site.