

TERMS OF USE

1. Welcome to Zenner Order Portal Terms of Use

We are glad to have you here! When you explore or use our website, the Zenner Ordering Portal (ZOP), our software, products, or any related services (which we refer to together as our "Services"), you agree to these Terms of Use. If any part of these terms doesn't work for you, we completely understand, but you will need to stop using the Services for the time being.

2. Partnering Together (Eligibility and Authorized Use)

Our Services are designed specifically for our professional community, including authorized business entities, utility providers, distributors, contractors, and approved representatives. To keep everything running smoothly,

You agree to:

- Keep your account details current and accurate.
- Keep your login credentials safe and private.
- Use our platform and tools for straightforward, lawful business purposes.
- Follow all applicable laws and regulations while using our systems.

To protect our community, we reserve the right to suspend or close accounts that don't respect these guidelines.

3. Account Registration and Security

Users may be required to register an account to access certain Services.

Users are responsible for:

- Maintaining the security of usernames and passwords
- Restricting access to their accounts
- Promptly notifying the Company of unauthorized access or suspected security breaches

The Company shall not be liable for losses resulting from unauthorized account access caused by user negligence.

4. Product Information and Availability

The Company strives to ensure that all product descriptions, specifications, pricing, and availability information are accurate. However:

- Product specifications may change without prior notice
- Images and illustrations are for reference purposes only
- Availability is subject to inventory levels and manufacturing schedules
- The Company reserves the right to discontinue products at any time

5. Pricing and Quotations

All pricing, discounts, multipliers, and quotations are subject to change without notice unless otherwise stated in a written agreement.

All quoted prices done through Zenner Order Portal are subject to review and correction. In the event of any discrepancy, the final price confirmed by Customer Service shall govern.

Submitted orders are subject to:

- Internal review
- Credit approval
- Product availability
- Final confirmation by the Company

The Company reserves the right to reject or cancel orders for any reason.

6. Payment Terms

Approved customers may be assigned payment terms such as Net 15, Net 30, Net 60, or other agreed billing arrangements.

Failure to comply with payment obligations may result in:

- Account suspension
- Order delays

- Revocation of purchasing privileges
 - Collection actions where applicable
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7. Intellectual Property

All content; software, designs, trademarks, logos, technical documentation, product data, and portal functionality are the exclusive property of the Company or its licensors.

Users may not:

- Copy or reproduce software or documentation
 - Reverse engineer systems or applications
 - Modify or distribute proprietary materials
 - Use Company trademarks without written permission
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8. Software and Portal Usage

Users agree not to:

- Attempt unauthorized access to systems or databases
- Interfere with portal functionality or security
- Upload malicious software or harmful code
- Use automated tools to scrape or extract data without authorization

The Company reserves the right to monitor system usage for security and operational purposes.

9. Data and Privacy

The Company may collect and store business-related information necessary for account management, order processing, technical support, and system security.

Users acknowledge that:

- Electronic communications may not be completely secure
- Data transmission over the internet carries inherent risks

- The Company will make commercially reasonable efforts to protect user information

Additional privacy practices may be described in the Company's Privacy Policy.

10. Warranty Disclaimer

We strive for top-tier software tools, but unless a separate, official written warranty says otherwise, our online Services and portals are offered on an “as is” and “as available” basis. This means we disclaim implied warranties like merchantability, fitness for a specific purpose, non-infringement, or a guarantee that the system will never experience an interruption or error. Standard product warranties are handled separately through our official product documentation.

11. Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for:

- Indirect or consequential damage
- Loss of profits or revenue
- Business interruption
- Data loss
- Delays caused by third parties, supply chain disruptions, or force majeure events

The Company's total liability shall not exceed the amount paid for the applicable product or service.

12. Regulatory Compliance

Users are responsible for ensuring that products are installed, configured, and operated in accordance with:

- Applicable utility regulations
- Local codes and standards
- Safety requirements
- Technical installation guidelines

13. Third-Party Services

The Services may integrate with or reference third-party systems, applications, or websites. The Company is not responsible for:

- Third-party content
- External services
- System compatibility issues
- Availability or uptime of third-party platforms

14. Service Availability and Modifications

The Company may:

- Modify or discontinue features without notice
- Perform scheduled maintenance
- Restrict access during upgrades or emergencies

The Company does not guarantee uninterrupted availability of the Services.

15. Termination

The Company reserves the right to suspend or terminate user access at its sole discretion for:

- Violations of these Terms
 - Fraudulent activity
 - Nonpayment
 - Security concerns
 - Misuse of the Services
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16. Governing Law

These Terms shall be governed and interpreted in accordance with the laws of the applicable state or jurisdiction in which the Company operates, without regard to conflict of law principles.

17. Changes to Terms

The Company reserves the right to modify these Terms of Use at any time. Updated versions will become effective upon publication through the Company's website or portal. Continued use of the Services constitutes acceptance of the revised Terms.

18. Contact Information

For questions regarding these Terms of Use, users may contact:

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