



## Terms of Service

**The effective date of this Agreement is Friday, December 19, 2008**

By accessing or using any features of the site, including the purchase of products and services on the site located at <http://www.searshomepro.com> (the "Sears Site") and operated and managed by Sears, Roebuck and Co. ("Sears" "we" or "us"), you agree to be bound by these terms of service (collectively, "Terms of Service"). All visitors to and users of any aspects of the Sears Site (collectively, "Users") are bound by these Terms of Service. We reserve the right to modify the Terms of Service at any time without prior notice to you. Therefore, we recommend that you read these terms of service carefully each time you use this Web site.

Please note that the guidelines, policies and other terms and conditions of service and use of other Web sites affiliated with Sears may vary from these Terms of Service.

As a User of the Sears Site you may, from time to time, be able to post content and share it with other users, read content generated by other visitors to the Sears Site and other affiliated sites, and view third party postings and reviews regarding products and services. If you wish to post content to, or participate in the Sears Site other than simply by reading product information and content and reviews posted by others, you must register using the registration form available at <https://www.searshomepro.com>.

These Terms of Service set out the legally binding terms with respect to your use of the Sears Site. Please read these Terms of Service carefully. Your access to and use of the Sears Site constitutes your acceptance of all the provisions of these Terms of Service. If you are unwilling to be bound by these Terms of Service, you should not access or use the Sears Site.

### Eligibility

The Sears Site is not targeted towards, nor intended for use by, anyone under the age of 18. By using the Sears Site, you represent and warrant that you are 18 years of age or older. If you are not at least 18 years of age, do not access, use or register on the Sears Site. In the event we become aware you are under 18, we will terminate your registration.

### Children

From time to time some of the Content appearing on this Website or other Sears-affiliated websites may be directed at children. Sears urges all parents and guardians to monitor and supervise their children's use of this Website and the Internet in general. Sears safeguards and use

of personal information that may be submitted by children through this Website is governed by the Sears Children's Online Privacy Policy. Please see Children's Privacy Policy.

### **Changes to the Sears Site**

You agree and understand that the Sears Site, including any and all features available via the Sears Site and any User Content (as defined below), may be modified by us, in our sole discretion, at any time without prior notice. Unless expressly stated otherwise, any new features, new services, enhancements or modifications to the Sears Site implemented after your initial access to the Sears Site shall be subject to these Terms of Service. We do not actively monitor, and undertake no obligation to monitor or modify, any reviews, information, content, data, text, links to third party websites, User profile information, sounds, photographs, graphics, video, messages or other materials made available via the Sears Site by any User (all such items provided by Users, collectively, "User Content"). Nonetheless, we reserve the right to investigate and take appropriate action, including legal action, in our sole discretion, against anyone who violates these Terms of Service, including without limitation, by removing any User Content posted in violation of these Terms of Service, terminating the registration of such violators or blocking such violators' use of the Sears Site.

### **Registration**

In order to access some features of the Sears Site, you may be required to register and to select a password and user name, which shall consist of an email address you provide and a screen name ("User ID"). If you register, you agree to provide us with accurate and complete registration information, and to inform us immediately of any updates or other changes to such information. For example, you may not: (i) enter, select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person, or (ii) use as a User ID a name subject to any rights of a person other than yourself without appropriate authorization. Failure to comply with the terms of this paragraph shall constitute a material breach of these Terms of Service, which may result in immediate termination of your account. In addition, we reserve the right to refuse registration of, or cancel a User ID in our discretion.

### **Security**

You shall be responsible for maintaining the confidentiality of your password, and you are fully responsible for all activities that occur under your User ID and password, whether or not you authorize such activities. Any User ID and password for your access to the Sears Site shall be for your personal, non-commercial use only. You agree to (a) immediately notify us of any unauthorized use of your User ID or password of which you become aware, and (b) ensure that you exit from your account at the end of each session.

## **Use of the Site/Services**

You may use the Sears Site solely for your personal, non-commercial use. For example, you may use the Sears Site to solicit opinions, ideas and other input from, and share ideas and opinions with, other Users, and to search the Sears Site for User Content and business or product information. You may also invite people you know to join the Sears Site. You acknowledge and agree that we do not control the User Content posted to the Sears Site, or any links to other websites, including the content of any messages, and that we do not guarantee the accuracy, integrity or quality of any User Content. You further understand and agree that (i) we do not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, opinions, or statements or other User Content posted on or otherwise displayed on or transmitted via the Sears Site, or (ii) we do not make any promises, guarantees or warranties with respect to any of the User Content or products, services, information, content or materials featured or mentioned on the Sears Site. All User Content, including advice and opinions posted by Users, comprises the views and responsibility of those who post such User Content, and does not necessarily represent the our views. You understand that, by using the Sears Site, you may be exposed to User Content that is offensive, indecent or objectionable.

IN NO EVENT WILL WE BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS OF ANY NATURE WHATSOEVER ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY USER CONTENT, ANY ERROR OR OMISSION IN ANY USER CONTENT, ANY CLAIM THAT ANY USER CONTENT IS DEFAMATORY, LIBELOUS OR VIOLATES ANY RIGHT OF ANY THIRD PARTY, OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OR THIRD PARTY. YOU EXPRESSLY AGREE THAT YOU BEAR ANY AND ALL RISKS ASSOCIATED WITH YOUR ACCESS TO, CONTRIBUTION TO, USE OF AND/OR RELIANCE ON USER CONTENT.

## **Restrictions on Rights to Use**

Without limiting the generality of any other provisions of these Terms of Service, you agree you shall not (and you agree not to allow any other individual or entity to):

- download, modify, reproduce, adapt, translate, reverse engineer, create derivative works based upon, publicly display, sell, rent, license, or in any way commercially exploit any portion of the Sears Site, except and to the extent expressly permitted under these Terms of Service;
- remove any copyright, trademark or other proprietary rights notice contained in or on the Sears Site;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Sears Site;
- collect any information about other Users (including usernames and/or email addresses) for any purpose other than to solicit and/or share reviews with other Users;
- reformat or frame any portion of any Web pages that are part of the Sears Site;
- create user accounts by automated means or under false or fraudulent pretenses;
- create or transmit to other Users unsolicited electronic communications, such as "spam," or otherwise interfere with other Users' enjoyment of the Sears Site;

- submit to the Sears Site any content that falsely states or implies that such content is sponsored or endorsed by us;
- transmit or upload to the Sears Site any item containing or embodying any virus, worm, defect, Trojan horse, software bomb or other feature designed to damage or degrade in any manner the performance of the Sears Site, any other Web site, or any computer or other device or system, or the enjoyment of the Sears Site by any User;
- use the Sears Site to violate the security of or gain unauthorized access to any computer or computer network or other device or system (including unauthorized attempts to discover passwords or security encryption codes);
- submit to the Sears Site any content that is unlawful or facilitates, constitutes, promotes or encourages illegal activity; or otherwise use the Sears Site to transfer or store illegal material, including any material deemed threatening or obscene;
- copy or store any User Content offered on the Sears Site other than for your personal, non-commercial use;
- take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on the Sears Site or the IT infrastructure used to operate and make the Sears Site available;
- use the Sears Site and/ or any User Content, intentionally or unintentionally, to violate any applicable local, state, federal or international law; or
- collect or store personal data about other Users in connection with the prohibited activities described in this paragraph.

#### **User Content Posted by You on the Sears Site**

Without limiting the generality of any other provisions of these Terms of Service, you agree:

- You may not post, upload or transmit any User Content that (i) infringes or otherwise violates any copyright, patent, trademark, trade secret, publicity or privacy right or other proprietary right of any party, or (ii) is proprietary to a third party, without such third party's prior written consent.
- You understand and agree that we do not monitor but reserve the right to review and delete any User Content for any or no reason, including User Content that, in our sole discretion, (i) violates these Terms of Service, (ii) is offensive or illegal, or (iii) may harm, violate the rights of or threaten the safety of any User and/or any other individual or entity.
- You are solely responsible for any User Content you post, publish or display on the Sears Site or transmit to Users. We reserve the right, but undertake no obligation, to monitor disputes between you and any other User, or any other entity or individual, in connection with the Sears Site. You are solely responsible for the resolution of any disputes that arise between you and any other User or any other entity or individual.
- You will post only User Content you believe in good faith to be true and accurate, and you will not post to the Sears Site any User Content that is false, inaccurate, misleading or fraudulent.
- By uploading User Content to the Sears Site, you hereby grant, and represent and warrant that you have all rights and authority necessary to grant, (i) Sears, and our respective contractors and business partners, an irrevocable, perpetual, non-exclusive, royalty-free, fully sublicensable, fully paid up, worldwide license and right to use, copy, publicly perform, digitally

perform, publicly display, and distribute such User Content and to prepare derivative works based on, or incorporate into other works, such User Content, with or without attribution; and (ii) subject to the restrictions set forth in these Terms of Service, all Users an irrevocable, perpetual, non-exclusive, royalty-free license and right to use such User Content for each such User's personal, non-commercial use. You hereby irrevocably waive and assign to us any and all so-called moral rights or "droit moral" you may have in or with respect to any User Content you post to the Sears Site.

- The following is a partial list of the kind of User Content that is illegal and/or is prohibited on or through the Sears Site. You may not post any content that:
  - is patently offensive to users of the Sears Site, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - harasses or advocates harassment of another person;
  - promotes illegal activities or conduct that is abusive;
  - is threatening, obscene, defamatory or libelous;
  - is pornographic or sexually explicit in nature; or
  - seeks, or recommends providers of, material that exploits people under the age of 18 in a sexual or violent manner, or seeks or recommends providers that solicit personal information from anyone under 18.

## Copyrights

If you believe any User Content or any other aspect of the Sears Site infringes your copyright, you should send written notice of copyright infringement to our designated copyright agent at the address given below. Your notice must meet the requirements of the Digital Millennium Copyright Act (as required under 17 U.S.C. §512) by providing the following information:

1. A description of the copyrighted work that you claim has been infringed;
2. A description of where the material that you claim is infringing is located on the Sears Site;
3. Your address, telephone number and email address;
4. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent or the law;
5. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the owner of the copyright at issue or are authorized to act on the copyright owner's behalf; and
6. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright at issue.

Our designated copyright agent for notice of claims of copyright infringement on the Sears Site may be reached at the following address:

*Copyright Agent*

*Sears Holdings Management Corporation*

*3333 Beverly Road*

*Hoffman Estates, IL 60179*

*Or by email: [shmcdmca@searshc.com](mailto:shmcdmca@searshc.com)*

## **Privacy**

Use of the Sears Site is also governed by our Privacy Policy which we encourage you to review.

## **Children's Privacy**

From time to time some of the Content appearing on the Sears Site or other Sears affiliated websites may be directed at children. Sears urges all parents and/or guardians to monitor and supervise their children's use of the Sears Site and the internet in general. Sears' use of the personal information that may be submitted by children through the Sears Site is governed by the Sears Children's Online Privacy Policy.

## **Ownership**

As between you and us, the Sears Site, including all photographs, images, text, graphics, icons, audio clips, software and other aspects thereof (excluding User Content), all improvements or modifications thereof, all derivative works based thereon, and the collection, arrangement, and assembly of the Sears Site, including all copyrights, trademarks, and other intellectual property or proprietary rights in the foregoing, are owned by us or our licensors. As between you and us, subject to any licenses and rights expressly granted herein, any User Content posted by you is owned by you. Nothing contained in these Terms of Service shall be deemed to grant to you or any other User any rights, title or interest in or to any copyright, trademark or other proprietary right of ours or any of our licensors.

Any trademarks, service marks, and other marks and indicators of source or origin that are displayed on the Sears Site are the proprietary property of Sears or our respective licensors, as applicable. None of such marks may be used in connection with any other product or service, in any manner that is likely to cause confusion among consumers, or to disparage or discredit the owner of such mark or its affiliates. Any trademarks of third parties that appear on the Sears Site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. You may not use, copy, modify or display any of the trademarks, service marks, names or logos appearing on the Sears Site without the express written permission of the trademark owner.

Nothing in these Terms of Service shall be deemed to grant to you or any other User any license or right in or to any patent, copyright, trademark, trade secret or other proprietary right of ours.

## **Disclaimer**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SEARS SITE, AND OF ANY USER CONTENT, INFORMATION, ADVICE, SERVICES, PRODUCTS, AND OTHER MATERIALS CONTAINED IN OR DESCRIBED ON THE SEARS SITE, IS ENTIRELY AT YOUR OWN RISK, AND THAT ALL SUCH INFORMATION AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, WE MAKE NO, AND HEREBY

DISCLAIM ALL, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE AVAILABILITY, OPERATION AND/OR USE OF THE SEARS SITE, INCLUDING BUT NOT LIMITED TO ANY USER CONTENT PROVIDED VIA THE SEARS SITE, AND ALL OTHER CONTENT, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THE SEARS SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION AND CONTENT ACCESSIBLE VIA THE SEARS SITE IS ACCURATE, COMPLETE OR CURRENT, AND WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM USE OF, INABILITY TO USE, OR RELIANCE ON ANY ASPECT OF THE SEARS SITE, INCLUDING BUT NOT LIMITED TO USER CONTENT AND ALL OTHER CONTENT, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THE SEARS SITE. FURTHER, WE MAKE NO REPRESENTATIONS AND WARRANTIES THAT THE SEARS SITE OR THE USER CONTENT WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM US OR THE SEARS SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

Sears reserves the right to refuse or cancel any orders placed for products and/or services which the sale or use of such product and/or service in your State is restricted or prohibited. In the event of a pricing error on the Sears Site, Sears reserves the right to cancel any orders resulting from such pricing errors.

To properly serve all customers, Sears reserves the right to limit quantities. In this case, only one (1) of this limited quantity items may be placed in your shopping cart. Sears further reserves the right to cancel multiple orders of the limited quantity item purchased by the same User and/or shipped to the same delivery address.

Sears may display advertising prints for products sold through a Sears Site. Sears attempts to display the colors of the products shown on the Sears Site as accurately as possible. However, we cannot guarantee that the color you see matches the product color, as the display color depends, in part, upon the monitor used by you.

#### **Limitation on Liability**

IN NO EVENT SHALL SEARS OR THEIR RESPECTIVE AFFILIATES, OR THE SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY OF THE FOREGOING, BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA) ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, UNAVAILABILITY OF, INABILITY TO USE OR IMPROPER USE OF THE SEARS SITE, INCLUDING BUT NOT LIMITED TO ANY USER CONTENT, REVIEWS, ADVICE, SERVICES, PRODUCTS, AND OTHER INFORMATION

AND MATERIALS CONTAINED IN OR DESCRIBED ON THE SEARS SITE, OR THE DISCLOSURE OR MISUSE OF ANY USER'S PERSONAL INFORMATION, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. IN ANY EVENT, SEARS' RESPECTIVE TOTAL MAXIMUM LIABILITY IN RESPECT OF THE SEARS SITE OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO THE USER CONTENT, REVIEWS, ADVICE, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THE SEARS SITE, IN ANY MANNER WHATSOEVER, SHALL BE LIMITED TO ONE HUNDRED UNITED STATES DOLLARS (\$100.00). THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

### **Indemnity**

You agree to indemnify and hold Sears and their respective affiliates, licensors, directors, officers, members, managers, employees, agents, and representatives, harmless from and against any losses, costs, expenses or damages of any nature whatsoever (including attorneys fees and court costs) arising from any claim, cause of action, suit or demand of any third party due to, arising out of or related to (i) your access to the Sears Site, (ii) your use of the Sears Site, (iii) any User Content posted, uploaded or transmitted by you, (iv) your use or distribution of any User Content, (v) your violation of these Terms of Service, (vi) any use of your User ID or password by you or any third party, or (vii) the infringement or other violation by you, or any third party using your account or User ID or password, of any intellectual property or other right of any person or entity.

### **Third Party Advertisements and Links to Third Party Sites**

We may display on the Sears Site advertisements from third parties, such as banner advertisements and pop-up texts, and links to third party sites. We are not responsible for the content of such advertisements or links, any products, services or other materials relating to such advertisements, any linked site, or any link contained in a linked site. The display of any advertisement or link does not imply endorsement by us of the advertisement or linked site or any content therein.

IN NO EVENT WILL WE BE LIABLE, DIRECTLY OR INDIRECTLY, TO ANYONE FOR ANY DAMAGE OR LOSS ARISING FROM OR RELATING TO ANY USE, CONTINUED USE OR RELIANCE ON ANY ADVERTISEMENT DISPLAYED ON THE SEARS SITE, ANY PRODUCTS, SERVICES OR OTHER MATERIALS RELATING TO ANY SUCH ADVERTISEMENT, ANY LINKED THIRD-PARTY SITE, OR ANY LINK CONTAINED IN A LINKED SITE.

### **Placing an Order**

At this time, with the exception of Sears' gift cards, Sears ships merchandise only to locations within the continental United States and not to international locations. Nor does Sears ship to Alaska, Hawaii, Puerto Rico, Guam or the US Virgin Islands. Sears gift cards are shipped within the continental United States, as well as Alaska, Hawaii and Puerto Rico. The risk of loss and title for



all merchandise ordered on this Website pass to you when the merchandise is delivered to the shipping carrier. To see Sears shipping and delivery policies in more detail, please see Shipping & Delivery.

You may purchase merchandise from the Sears Site by using any one of the payment options listed in Payment Options. Sears reserves the right to change its payment procedures at any time without prior notice to you.

Sears charges sales tax for merchandise ordered on the Sears Site based on the applicable state sales tax rate and the location to which the order is being shipped.

Once your order is submitted to us, we cannot change or cancel an order until your merchandise is received by you. All returns of merchandise are subject to Sears return policy, available under Returns/Cancellations

### **Changes to Terms of Service**

We reserve the right to make changes at any time to these terms of Service. Any modifications to the Terms of Service will be effective upon posting. You agree to review the Terms of Service periodically so that you are aware of any modifications. Your continued use of the Sears Site after any modifications indicates your acceptance of the modified Terms of Service.

### **Disputes**

Any dispute relative to the Sears Site or use or inability to use the Sears Site will be governed by the laws of the State of Illinois, without regard to its conflict of law provisions. Any dispute relating in any way to your visit to or participation on the Sears Site shall be submitted to confidential arbitration in Chicago, Illinois, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of Illinois, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under these Terms of Service shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms of Service shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration involving any other party subject to these Terms of Service, whether through class arbitration proceedings or otherwise.

### **Applicable Law**

By visiting Sears Site, you agree that the laws of the State of Illinois, without regard to principles of conflict of laws, will govern these Terms of Service and any dispute of any sort that might arise between you and Sears Site.

### **Miscellaneous**

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service, and you do not have any authority of any kind to bind Sears in any respect whatsoever. We may provide you with notices, including those regarding changes to these Terms of Service, by email, regular mail, or postings on the Sears Site. These Terms of Service, which shall be deemed accepted by you upon your use of the Sears Site, constitute the entire agreement among you and Sears regarding use of the Sears Site. Sears' failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of the enforcement of such right or provision. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Service shall otherwise remain in full force and effect and enforceable. These Terms of Service are not assignable, transferable or sublicensable by you, except with our prior written consent. The headings in these Terms of Service are for convenience only and have no legal or contractual effect. These Terms of Service include and incorporate the Privacy Policy for the Sears Site and any notices regarding the Sears Site.

### **Contact and Violations**

Please contact us with any questions regarding these Terms of Service. Please report any violations of the Terms of Service to [webmaster@customerservice.sears.com](mailto:webmaster@customerservice.sears.com).

One or more patents may apply to this Web site, including without limitation: U.S. Patent Nos. 5,528,490; 5,761,649; and 6,029,142.

### **Safety Notice**

Before beginning any project, review the instructions carefully, and if any doubts or questions remain, consult local professionals or authorities. Because local codes and regulations vary greatly, you should always check with local authorities to ensure that your project complies with all applicable codes and regulations. Always read and observe all of the safety precautions provided by any tool or equipment manufacturer, and follow all accepted safety procedures. What follows are reminders, although not an exhaustive list, of safety measures you should be aware of if undertaking home improvements yourself. They are not substitutes for your own caution, care, good judgment and common sense.

General Precautions:

1. Always read container labels on paints, solvents, and other products; provide ventilation, and observe all other warnings.
2. Always read the manufacturer's users manual for using a tool, especially the warnings. You should not use tools until the owner's manual is received and reviewed thoroughly.
3. Always pay deliberate attention to how a tool works so that you can avoid being injured. Do not try to force them to do what they were not designed to do.
4. Always keep your hands away from the business ends of blades, cutters, and bits.
5. Never work with any tools when you are tired or under the influence of alcohol or drugs.
6. Never cut tiny pieces of wood or pipe using a power saw. Cut small pieces off larger pieces.

7. Never work in insufficient lighting.
8. Never work with dull tools. Have them sharpened, or learn how to sharpen them yourself.
9. Never saw a surface that spans a large distance between horses without close support on each side of the cut; the piece can bend, closing on and jamming the blade, causing saw kickback.
10. Never support a surface from underneath with your leg or other part of your body when working.
11. Always use hold-downs and push sticks whenever possible when working on a table saw. Avoid working short pieces if you can.
12. Always make sure that any adjustment is locked before proceeding.

#### **Wear the Correct Gear:**

1. Wear rubber or work gloves when handling chemicals, moving or stacking lumber, or doing heavy construction.
2. Wear eye protection, especially when using power tools or striking metal on metal or concrete.
3. Use a special-purpose tool belt with leather pockets and holders if you want to carry sharp or pointed tools, such as knives, awls or chisels. Never carry such tools in your pockets.
4. Wear a disposable facemask when you create dust by sawing or sanding. Use a special filtering respirator when working with toxic substances and solvents.
5. Never work while wearing loose clothing, hanging hair, open cuffs, or jewelry.

#### **Power Tool Precautions:**

1. Always be sure that the electrical setup is safe; be sure that no circuit is overloaded and that all power tools and electrical outlets are properly grounded. Do not use power tools in wet locations.
2. Always remove the key from any drill chuck (portable or press) before starting the drill.
3. Always clamp small pieces firmly to a bench or other work surface when using a power tool on them.
4. Always be aware that your body's reflexes probably are not fast enough to save you from injury from a power tool in a dangerous situation. Be alert!
5. Always hold a circular saw firmly, usually with both hands so that you know where they are.
6. Always use a drill with an auxiliary handle to control the torque when large-size bits are used.
7. Never change a movable part such as a saw blade, a drill or router bit unless the power cord is unplugged. Do not depend on the switch being off; you might accidentally hit it.
8. Never use a power tool on a surface - large or small - that is not firmly supported.

Twelve months no interest if paid in full within 12 months on home improvement purchases over \$1500 when you use a qualifying Sears card. Interest will be charged to your account from the purchase date if the purchase balance is not paid in full within 12 months or if you make a late payment. Minimum payments required\*. See below for Important Deferred Interest details.

#### **\*Important Deferred Interest Details (when offered):**

**No interest if paid in full within 12 months on home improvement purchases over \$1500 made from 04/01/2012-05/15/2012. Interest will be charged to your account from the purchase date if the purchase balanced is not paid in full within the promotional period or if you make a late payment. Minimum payments required.** With credit approval, for qualifying purchases made on a Sears card (Sears Commercial One® accounts excluded) Sears Home Improvement Account<sup>SM</sup> valid on installed sales only. Offer is only valid for consumer accounts in good standing; is subject to change without notice; see store for details. May not be combined with any other promotional offer. Sears cards: As of 04/01/2012, APR for purchases: Variable 7.24%-27.24% or non-variable 14.00%-29.99%. Minimum interest charge: up to \$2. See card agreement for details, including the APRs and fees applicable to you. Sears cards are issued by Citibank, N.A. Sears Solutions cards are issued by HSBC Bank Nevada, N.A. An Annual Membership Fee of up to \$59 may apply.