# FREE GRINDER GRIP™ GIFT WITH PURCHASE TERMS & CONDITIONS

#### 1. Eligibility:

A free Grinder Grip™ (the "Promotion") is available to customers who purchase a "Qualifying WALTER Product," described in Section 6 below, from an authorized WALTER distributor in the United States (between February 1, 2021 and April 30, 2021) or Canada (February 1, 2021 and March 12, 2021). See the list of authorized distributors in the <u>United States</u> and <u>Canada</u>. The Promotion is void where prohibited by law. The Promotion is also void in Puerto Rico and all other U.S. Territories and possessions, and is void in overseas military installations. Participants must enter two (2) promo codes and complete the form at **www.walter.com/grindergrip** to redeem the gift. The free gift is conditional upon the purchase of multiples of two specially marked products. For example, "buy 2 packs of 06B504 get one Grinder Grip™", "buy 3 different specially marked products, get one Grinder Grip™". Promo codes submitted more than once are invalid. Only one gift will be awarded for every submission of two (2) codes. This offer cannot be combined with any other discounts, credits, rebates or other special offers from WALTER. Promo codes will be valid until December 31, 2021 or until quantities last, whichever comes first.

In order to participate in the Promotion, the form on www.walter.com/grindergrip must be completed accurately and in its entirety. Gift redemptions can be delivered in person by a local WALTER territory or manager (condition applies) or shipped directly to the Company address. Deliveries to the customer's physical address will not be allowed. Gifts cannot be shipped to post office boxes, reshipping, import/export, individual resellers, procurement or reseller companies, or to distributors. Form submissions are subject to further audit and, at WALTER's sole discretion, customers may be required to provide additional proof of purchase, including but not limited to physical UPC codes from packaging, product serial numbers or proof of delivery to participate in the Promotion. Customers must redeem the Grinder Grip™ in accordance with Section 4 below.

Employees, directors and officers of WALTER Surface Technologies in the United States and in Canada, its parent companies, affiliated companies, subsidiaries, distributors, representatives, and those persons' immediate families (parents, siblings, children and spouse) and persons living in the same household (whether related or not) are not eligible to participate in the Promotion. Further, no employees, officers, directors, representatives or agents of (i) government entities, including government owned or controlled companies, (ii) distributors or (iii) competing tool manufacturers are eligible to participate in the Promotion.

#### 2. Disclaimer:

WALTER and each of its parent companies, subsidiaries, and affiliates, and each of their respective directors, officers, professional advisors, distributors, representatives, employees and agencies (collectively, the "Released Parties") will not be responsible or have any liability for: (a) any late, lost, misrouted, garbled or distorted or damaged communications, transmissions or form submissions; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-

related malfunctions or failures; (c) any Promotion disruptions, injuries, losses or damages caused by events beyond the control of WALTER or by non-authorized human or other intervention; or (d) any printing or typographical errors in any materials associated with the Promotion.

#### 3. Promotion Period:

In order to qualify for the Promotion, customers must purchase 2 packs of qualifying WALTER Products (ENDURO-FLEX™ or ENDURO-FLEX TURBO™) during the promotion period, which starts at 12:00 AM Eastern Standard Time ("EST") on February 1, 2021 and ends at 11:59 PM EST on April 30, 2021 in the US and on March 12, 2021 in Canada (the "Promotion Period"). Eastern Standard Time shall control for all purposes of this Promotion. WALTER's computer shall be the official time-keeping device for the Promotion.

## 4. How to Redeem Your Gift with Qualifying Purchase:

- a. Online redemption only. To submit a redemption request a participant must submit 2 valid promo codes and complete the form at **www.walter.com/grindergrip**. The participant must complete the form accurately and in its entirety.
- b. For all redemption requests. All contact information required on the form must be valid. WALTER has the right to substantiate all submissions. All participants and form submissions are subject to verification and audit by WALTER, in its discretion. Any form submission that does not comply with any aspect of these Terms & Conditions may be rejected by WALTER in its sole discretion and the participant may be disqualified from participating in the Promotion. WALTER's use of your personal information provided to WALTER, in each case subject to WALTER's privacy policy (<a href="https://www.walter.com/en\_CA/privacy-policy">https://www.walter.com/en\_CA/privacy-policy</a>). You may subsequently opt-out of receiving further emails from WALTER as set forth in its privacy policy.

#### 5. Promotion Details:

To be eligible, 2 qualifying WALTER Product (as outlined in section 6) must be purchased during the Promotion Period. The purchase of Qualifying WALTER Products entitles a participant to a Grinder Grip™ (\$40.00 CAD value). All costs associated with shipping and handling of a gift made in connection with the Promotion within the U.S. or Canada will be paid by WALTER. Standard lead time on gift shipment is 10 from date that the redemption is approved by WALTER. However, participants should note that deliveries may be delayed beyond such standard periods. If a selected gift is unavailable to honor a participant's redemption request, WALTER, in its sole discretion, reserves the right to substitute the gift with another gift of equal or greater value to honor that request. No cash substitutes are allowed for any reason. Eligibility to participate in the Promotion is non-transferable and non-assignable.

## **6. Qualifying WALTER Products:**

The following products are eligible for the promotion. A participants must purchasing two (2) specifically marked packs of qualifying WALTER products during the Promotion Period. Purchases of qualifying products must be made from an authorized distributor in the United States or Canada.

## **Qualifying WALTER Products**

	DESCRIPTION	WALTER PART NUMBER
ENDURO-FLEX	5" GR40 ENDURO-FLEX, SPIN-ON	06B504
	5" GR40 ENDUROFLEX DISC	15R504
	6" GR40 ENDURO-FLEX, SPIN-ON	06B604
	4-1/2 GR40 ENDURO-FLEX, SPIN-ON	06B454
	4-1/2 GR60 ENDURO-FLEX, SPIN-ON	06B456
	5" GR80 ENDURO-FLEX, SPIN-ON	06B508
	5" GR60 ENDUROFLEX DISC	15R506
	5" GR60 ENDURO-FLEX, SPIN-ON	06B506
	4-1/2GR60 ENDUROFLEX DISC	15R456
	4-1/2GR40 ENDUROFLEX DISC	15R454
	4-1/2 GR80 ENDURO-FLEX, SPIN-ON	06B458
	6" GR60 ENDURO-FLEX, SPIN-ON	06B606
	6" GR80 ENDURO-FLEX, SPIN-ON	06B608
	4-1/2GR80 ENDUROFLEX DISC	15R458
	5" GR120 ENDURO-FLEX, SPIN-ON	06B512
	5" GR80 ENDUROFLEX DISC	15R508
	4-1/2 GR120 ENDURO-FLEX, SPIN-ON	06B462
	4-1/2GR120 ENDUROFLEX DISC	15R462
	5" GR120 ENDUROFLEX DISC	15R512
	6" GR40 ENDUROFLEX DISC	15R604
	6" GR60 ENDUROFLEX DISC	15R606
	6" GR80 ENDUROFLEX DISC	15R608
	6" GR120 ENDURO-FLEX, SPIN-ON	06B612
	7" GR60 ENDURO-FLEX DISC	15R706
	7" GR40 ENDURO-FLEX DISC	15R704
	7" GR80 ENDURO-FLEX DISC	15R708
	6" GR120 ENDURO-FLEX DISC	15R612
	ENDUROFLEX TRIMMING TOOL	06B901
	7X5/8-11 GR40 ENDURO-FLEX DISC	15R709
	7" GR120 ENDURO-FLEX DISC	15R712
ENDURO-FLEX TURBO	ENDURO-FLEX TURBO 5X5/8"-11 GR36/60	06A502
	ENDURO-FLEX TURBO 4.5X5/8-11 GR36/60	06A452
	ENDURO-FLEX TURBO 5X7/8" GR36/60	06A512
	ENDURO-FLEX TURBO 6X5/8"-11 GR36/60	06A602
	ENDURO-FLEX TURBO 4.5X7/8" GR36/60	06A462
	ENDURO-FLEX TURBO 4.5X5/8"-11 GR80	06A458
	ENDURO-FLEX TURBO 5X5/8"-11 GR80	06A508
	ENDURO-FLEX TURBO 7X7/8" GR36/60	06A712
	ENDURO-FLEX TURBO 7X5/8"-11 GR36/60 HUB	06A707

# 7. Release of Liability:

Except where otherwise prohibited by law, by participating in the Promotion, you release and agree to indemnify and hold harmless each Released Party from any liability, obligation, injury, claim, suit, action, cost, expense, loss or damage of any kind, including any tax liability or loss of opportunity, whether direct, indirect, special, incidental or consequential, that may be imposed on, asserted against or incurred by such Released Party that arise out of or relate in any way to this Promotion and the gifts offered hereunder, including, but not limited to, where arising out of or relating to the following: (a) any

technical difficulties or equipment malfunction (whether or not under WALTER's control); (b) any theft, unauthorized access or third party interference; (c) any redemption request that is late, lost, altered, damaged or misdirected (whether or not after their receipt by WALTER, and whether or not in WALTER's control); (d) any damages due to the operation of the postal service; (e) any variation in gift value to that stated in these Terms & Conditions; (f) any tax liability incurred by participant; or (g) use or misuse of the gifts offered under the Promotion.

### 8. Copyright Notice:

The Promotion and all accompanying materials are copyright © 2021 by WALTER Surface Technologies. All rights reserved.

#### 9. Miscellaneous:

The Promotion and these Terms & Conditions will be governed, construed and interpreted under the laws of the province of Quebec without applying any conflicts or choice of law provisions under such law that might refer the construction or interpretation of any term hereof to the laws of any other jurisdiction. Participants are bound by these Terms & Conditions and by the decisions of WALTER, which are final and binding in all respects. To the extent permitted by law, WALTER reserves the right to change these Terms & Conditions at any time, in its sole discretion, and to suspend or cancel the Promotion or any person's participation in the Promotion should computer viruses, unauthorized human intervention or other causes beyond WALTER's control affect the administration, security or conduct of the Promotion, WALTER otherwise becomes (as determined in its sole discretion) incapable of conducting the Promotion as planned, or for any other reason determined by WALTER to be appropriate in its discretion. Participants who violate these Terms & Conditions, violate any law, rule or regulation in connection with participation in the Promotion, tamper with the operation of the Promotion or any gift offered hereunder, or engage in any conduct that is detrimental or unfair to WALTER, the Promotion or any other participant (in each case as determined in WALTER's sole discretion) are subject to disqualification from participation in the Promotion and all other rights and remedies available under the law. If you have any questions about these Terms & Conditions or the Promotion, please email them to WalterSolutions@walter.com or send written questions to the address, WALTER Surface Technologies, Grinder Grip™ Promo, 5977 TransCanada Highway, Pointe-Claire, Quebec, H9R 1C1.

#### 10. WALTER's Address Information:

WALTER Surface Technologies, 810 Day Hill Road, Windsor, CT 06095 and WALTER Surface Technologies, 5977 TransCanada Highway, Pointe-Claire, Quebec, Canada H9R 1C1.