## **Terms and Conditions**

**Information Surety.** While the Southern Weights and Measures Association (SWMA) works hard to ensure that the information and materials provided on this Internet web site are accurate and complete, it is possible that the information may change prior to this site being updated, and/or that errors or omissions may occur. We welcome your suggestions on how to improve this website and correct errors.

Please use the information on this website based on your own evaluation and analysis of any risks. It is your responsibility to ensure that the information you use is accurate and appropriate to your use. SWMA assumes no responsibility for consequences resulting from the use of the information included on this Internet site or from the use of information obtained at linked Internet addresses.

Links to other Internet sites. SWMA may provide links from its web pages to external web sites because these sites provide information that may interest our members. These links are provided as a convenience only. SWMA does not endorse, approve, certify, or control these external sites and does not guarantee the accuracy, completeness, efficacy, timeliness, or correct sequencing of information located at such addresses. Use of any information obtained from such external addresses is voluntary, and reliance on it should be undertaken after an independent review of its accuracy, completeness, efficacy and timeliness.

**Copyrights.** Unless otherwise indicated, SWMA owns all rights, including but not limited to copyright to all materials and documents provided on this website. *Any person may view and print the documents and materials on this site provided that the materials and documents are used for informational purposes only. The information and materials contained on this site may not be used for any commercial purpose. Any copy of the materials and documents or portion thereof must include this copyright notice.* 

**Liability.** Because SWMA does not know how you are using information found on our web site, SWMA does not make any express or implied warranties about the information contained in this web site for your particular use. SWMA disclaims all liability for, damages of any kind arising out of use, reference to, or reliance on information found on its web sites to the full extent provided by state and Federal law.

ALL INFORMATION ON THIS WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. BECAUSE CERTAIN JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL SWMA BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF, OR THE INABILITY TO USE, THIS WEBSITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE,

STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SWMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SWMA'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.