

## WEBSITE TERMS AND CONDITION OF USE

Welcome to the Terms and Conditions of Use Agreement (the “*Agreement*”) for Coating Tech Slot Dies, LLC (“*Coating Tech*”). This Agreement describes the terms and conditions applicable to your use of the <http://www.slotdies.com> website (the “*Site*”).

By accessing or using this Site, you intend to and expressly agree to be bound by all the terms and conditions of this Agreement and the Privacy Policy, which is incorporated by reference. If you do not agree to these terms and conditions of use, please do not use this Site.

### 1. Service Terms

**A. Use of Site.** Coating Tech grants you a limited license to access this Site to view information on the Site solely for your personal, noncommercial use. You agree to not copy or distribute any part of the Site in any medium without Coating Tech’s prior written consent. You further agree you will not alter or modify any part of the Site other than as may be reasonably necessary to use the Site for its intended purpose, and you will otherwise comply with all the terms and conditions of this Agreement. The permission granted to you shall terminate automatically if you breach any of these terms and conditions. Coating Tech reserves the right to modify or remove any materials or products listed on the Site at any time without notice.

**B. Prohibited Use of Site.** You shall not make any commercial use of this Site or its content. You further agree not to use any data mining, robots, or similar data gathering and extraction tools. This Site or any portion of this Site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the express written consent of Coating Tech. You agree not to interfere, disrupt, or attempt to gain unauthorized access to other accounts that use this Site or any other computer network. You further agree not to disseminate, store, or transmit viruses, trojan horses, or any other malicious code or program or engage in any other activity deemed by Coating Tech to be in conflict with the spirit or intent of this Agreement.

**C. Equipment.** You shall be solely responsible for providing, maintaining, and ensuring compatibility with the Site including all hardware, software, electrical, and other physical requirements for Your use of this Site including, without limitation, telecommunications, Internet access connections, Web browsers, or other equipment, programs, and services required to access and use the Site.

### 2. Limitations

**A. Accessibility.** You agree that from time to time this Site may be inaccessible or inoperable for any reason including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that Coating Tech may undertake from time to time; or (iii) causes beyond the control of Coating Tech or that are not reasonably foreseeable.

### 3. Ownership of Intellectual Property

**A. Trademarks.** The following trademarks, service marks, and logos (the “Trademarks”) used and displayed on this Site are registered and unregistered Trademarks owned by Coating Tech. Under no circumstances may you use or copy any of the Trademarks. Nothing herein should be construed as granting any license or right to use any Trademark displayed on this Site without the express written consent of Coating Tech. All other brand names not owned by Coating Tech on this Site are owned by their respective owners. You may not frame or utilize framing techniques to enclose any Trademarks, brand names, logos, or use any metatags or any other “hidden text” utilizing Coating Tech’ Trademarks without the express written consent of Coating Tech. Any unauthorized use identified in this Section terminates the permission or license granted to You by Coating Tech.

- COATING TECH™
- COATING TECH & Design™
- PROCESS KNOWLEDGE PRECISION PERFORMANCE™

**B. Copyrighted Works.** Certain content contained on this Site including, but not limited to, images/video, photos, electronic art, graphics, information and data, communications programs, electronic mail services, user interfaces, executable code, and data formatted, organized, and collected in a variety of forms, including layouts, pages, screens, directories, and databases are owned by or licensed to Coating Tech. Any other copyright protected content not owned by Coating Tech is owned by its respective owner. You agree that you will not copy, reproduce, modify, alter, create derivative works from, distribute, or publicly display any content (except for Your personal noncommercial use) from the Site without the prior expressed written consent of Coating Tech.

### 4. Links

This Site may provide links to other websites maintained by third parties. You acknowledge and agree that such links are provided for your convenience only and do not reflect any endorsement, affiliation, relationship, or sponsorship by Coating Tech with respect to the provider of such linked site or the quality, reliability, or any other characteristic or feature of such linked site. You further acknowledge and agree that Coating Tech is not responsible in any manner (including without limitation with respect to any loss or injury you may suffer) for any matter associated with the linked site, including without limitation, the content provided on or through any such linked site or your reliance thereon. COATING TECH MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY LINKED SITE. YOUR USE OF ANY LINKED SITE IS SOLELY AT YOUR OWN RISK. In addition, You should be aware that Your use of any non-Coating Tech site is subject to the terms and conditions applicable to that site, including the privacy policies (or lack thereof) of such site.

If a third party links to this Site, it is not necessarily an indication of endorsement, affiliation, relationship, or sponsorship by or with Coating Tech. Coating Tech may not even be aware that a third party has linked to this Site.

## **5. Third-Party Content**

Any other content not owned by Coating Tech is owned by its respective owner. You acknowledge and agree that such content is provided by its owner and does not reflect any endorsement, affiliation, relationship, or sponsorship by Coating Tech with respect to the provider of such content. You further acknowledge and agree that Coating Tech is not responsible in any manner (including without limitation with respect to any loss or injury you may suffer) for any content provided by third parties including, without limitation, your reliance thereon. COATING TECH MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD-PARTY CONTENT.

## **6. Submission of Confidential Information**

Do not use this Site as a means of submitting information you consider to be confidential or proprietary. Except as otherwise expressly provided herein or in a written agreement with Coating Tech applicable to your particular use of the Site, any submission of material by you will be considered a contribution to Coating Tech for further use in its sole discretion, regardless of any proprietary claims or reservation of rights noted in the submission. Accordingly, You agree that any material including, but not limited to, questions, comments, suggestions, ideas, or other information, provided by you in the form of e-mail or submissions to Coating Tech are non-confidential and shall become the sole property of Coating Tech. Coating Tech shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use of this material for any purpose, commercial, or otherwise, without acknowledgment or compensation to you.

## **7. Disclaimer of Warranties**

YOU AGREE THAT YOUR USE OF THIS SITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, COATING TECH, ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF. COATING TECH MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT, THE CONTENT OF ANY SITES LINKED TO THIS SITE, OR ANY THIRD-PARTY CONTENT AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY: (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR THIRD-PARTY CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE OR THIRD-PARTY CONTENT; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY; AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT, THIRD-PARTY CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR THIRD-PARTY CONTENT POSTED, E-MAILED, TRANSMITTED,

OR OTHERWISE MADE AVAILABLE VIA THE SITE. COATING TECH DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND COATING TECH WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **8. Limitation of Liability**

IN NO EVENT SHALL COATING TECH, ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY: (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR THIRD-PARTY CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SITE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE AND THIRD-PARTY CONTENT; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SITE BY ANY THIRD PARTY; AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT OR POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

This Site is controlled and offered by Coating Tech from its facilities in the United States of America. Coating Tech makes no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are responsible for compliance with local law. You further agree that the information provided on this Site does not constitute advice, an offer to buy or sell, or a solicitation of business, and products and/or services described on this website may or may not be suitable for Your company and may not be available to all customers or in all jurisdictions. Before acting on any information, You should consider Your company's needs, objectives, and financial considerations.

## 9. Release and Indemnification

**A. Release.** In the event that you have a dispute with a third party that involves this Site, you agree to release Coating Tech and its officers, shareholders, directors, employees and agents from all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

**B. Indemnification.** You agree to indemnify, hold harmless and defend Coating Tech, its officers, shareholders, directors, employees, and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys’ fees, asserted by any person, arising out of or relating to: (i) this Agreement; (ii) Your use of this Site, including any data or work transmitted or received by You; and (iii) any prohibited use of the Site as set forth in Section 1(B).

## 10. Miscellaneous

**A. Amendment.** Coating Tech shall have the right, at any time, to add to or modify the terms of this Agreement. Coating Tech will provide you with 30 days’ notice of the proposed changes prior to their effective date. Your access to or use of the Site after the effective date of such amended terms shall be deemed to constitute Your acceptance of such amended terms. You may not amend this Agreement without Coating Tech’s express written consent.

**B. Waiver.** Except for the Class Action Waiver, no waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

**C. Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

**D. Notice.** All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to either party’s last known post office, facsimile or e-mail address. User hereby consents to notice by e-mail.

**E. Law.** This Agreement is made in and shall be governed by the laws of the State of Minnesota without reference to its conflict of laws provisions.

**F. Forum.** Except for a breach of the Privacy Policy, all actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts in the

State of Minnesota. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each party by the federal and/or state courts in the State of Minnesota. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in the State of Minnesota and to the venue of any such suit, action, or proceeding brought in any such federal or state court in the State of Minnesota.

**G. Process.** For all actions, claims, or disputes not involving or arising under the Privacy Policy, the parties irrevocably submit and consent, and irrevocably waive any and all objections that any party may now or hereafter have, to process being served in any such suit, action, or proceeding referred to in the preceding subsection pursuant to the rules of the applicable court, including, without limitation, service by certified or registered mail, return receipt requested. No provision of this section shall affect the right of any party to serve process in any manner permitted by law or limit the right of any party to bring suits, actions or proceedings to enforce in any lawful manner a judgment issued by the state or federal courts of the State of Minnesota.

**L. Survival.** The terms and provisions of Sections 3 - 10 shall survive termination of this Agreement for any reason.

**M. Entire Agreement.** This Agreement and the Privacy Policy constitute the complete and exclusive statement of the agreement between the parties and supersedes any and all prior or contemporaneous communications, representations, statements, and understandings, whether oral or written, between the parties.

Dated: \_\_\_\_\_, 2018

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