

## **IRPCO WEB SITE TERMS OF USE AND NOTICES**

### **1. THIS IS AN AGREEMENT BETWEEN YOU AND IRPCO**

This is an agreement ("Agreement") between you and Irpco ("Irpco"). This Agreement governs your use of the Irpco Web Site (the "Web Site"). IRPCO OFFERS THE WEB SITE TO YOU CONDITIONED ON YOUR ACCEPTANCE WITHOUT MODIFICATION OF THIS AGREEMENT. YOUR USE OF THE WEB SITE CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT. THIS AGREEMENT CONTAINS DISCLAIMERS OF WARRANTIES AND LIABILITY (See Sections 4, 5, and 6); AND AN EXCLUSIVE REMEDY (See Section 5). THESE PROVISIONS FORM AN ESSENTIAL BASIS OF OUR BARGAIN.

### **2. HOW IRPCO MAY MODIFY THIS AGREEMENT**

Irpco reserves the right to change the terms, conditions, and notices under which it offers the Web Site, including any charges associated with the use of the Web Site. You are responsible for regularly reviewing these terms, conditions and notices, and any additional terms posted on the Web Site. Your continued use of the Web Site after the effective date of such changes constitutes your acceptance of and agreement to such changes.

### **3. INFORMATION AVAILABLE FROM THE WEB SITE**

Irpco and its suppliers do not warrant or guarantee the accuracy or timeliness of any information available from the Web Site. Irpco and its suppliers do not authorize the use of information available from the Web Site for any purpose other than your use in purchasing, or researching information about, products and services from Irpco, and prohibit to the maximum extent allowable the resale, redistribution, and use of this information for commercial purposes. Nothing contained in the Web Site is intended to constitute professional advice, including but not limited to, advice related to the selection of products for your particular purpose.

### **4. IRPCO MAKES NO WARRANTY**

IRPCO PROVIDES THE WEB SITE "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IRPCO MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. IRPCO DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION (1) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT; (2) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND (3) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF THE WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.

### **5. LIABILITY LIMITATION; YOUR EXCLUSIVE REMEDY**

IN NO EVENT WILL IRPCO BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR YOUR USE OF THE WEB SITE. THE EXCLUSION OF DAMAGES UNDER SECTION 5 IS INDEPENDENT OF YOUR EXCLUSIVE REMEDY AND SURVIVES IN THE EVENT SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS OTHERWISE DEEMED

UNENFORCEABLE. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) NEGLIGENCE, OR (4) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE WEB SITE, YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, OR YOU HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST IRPCO WITH RESPECT TO THIS AGREEMENT OR THE WEB SITE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEB SITE.

## **6. CHANGES TO THE WEB SITE; ADDITIONAL LIABILITY LIMITATION**

IRPCO MAY CHANGE THE WEB SITE OR DELETE FEATURES IN ANY WAY, AT ANY TIME AND FOR ANY REASON. As you use the Web Site, you should expect to access or use information, materials, graphics, data and content (collectively, "Content") originated by Irpco and persons other than Irpco (any such person is referred to as a "Third Party"). WITHOUT LIMITING THE GENERALITY OF SECTIONS 4 AND 5, YOU ACKNOWLEDGE AND AGREE THAT IRPCO IS NOT RESPONSIBLE OR LIABLE FOR (1) ANY CONTENT, INCLUDING WITHOUT LIMITATION, ANY INFRINGING OR INACCURATE CONTENT, OR (2) ANY THIRD PARTY CONDUCT, TRANSMISSIONS OR DATA. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF SECTIONS 4 AND 5, YOU ACKNOWLEDGE AND AGREE THAT IRPCO IS NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR COSTS OF ANY TYPE ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF ANY SERVICES AVAILABLE FROM THIRD PARTIES THROUGH LINKS CONTAINED ON THE WEB SITE. YOU AGREE THAT IRPCO IS NOT RESPONSIBLE FOR THE AVAILABILITY OF, AND CONTENT PROVIDED ON, THIRD PARTY WEB SITES. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN SECTIONS 4, 5 AND 6 OF THIS AGREEMENT APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND ARE NOT INTENDED TO DEPRIVE YOU OF ANY MANDATORY PROTECTIONS PROVIDED TO YOU UNDER APPLICABLE LAW.

## **7. TERMINATION**

Irpco may terminate this Agreement, or terminate or suspend access to the Web Site at any time, with or without cause, with or without notice.

## **8. CHOICE OF LAW AND LOCATION FOR RESOLVING DISPUTES**

Claims for enforcement, breach or violation of duties or rights under this Agreement will be adjudicated under the laws of the Commonwealth of Pennsylvania, without reference to conflict of laws principles. You hereby irrevocably consent to the exclusive jurisdiction and venue of state or federal courts in Allegheny County, Pennsylvania, USA in all disputes arising out of or relating to the use of the Web Site.

## **9. INTERPRETING THE AGREEMENT; ASSIGNMENT**

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect. Irpco may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign this Agreement, or assign, transfer or sublicense your rights, if any, in the Web Site. Except as expressly stated herein, this Agreement constitutes the entire agreement between you and Irpco with respect to the Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Irpco with respect to the Web Site. The section titles in the Agreement are solely used for the convenience of the parties and have no legal or contractual significance.

**10. YOU HAVE LIMITED TIME TO BRING YOUR CLAIM**

YOU AND IRPCO AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEB SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

**11. COPYRIGHT AND TRADEMARK NOTICES; OTHER ACKNOWLEDGEMENTS**

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