



## **TERMS AND CONDITIONS OF USE**

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY USING THIS WEB SITE, YOU AGREE TO THESE TERMS AND CONDITIONS. These terms and conditions of use may be changed in the future without further notice by updating this posting. Further, these terms and conditions apply exclusively to your access to, and use of, this web site ("Web Site") and do not alter in any way the terms or conditions of any other agreement you may have with Velsicol Chemical Corporation ("Velsicol") for products, services or otherwise.

## **COPYRIGHT AND TRADEMARKS**

All Web Site materials, including, without limitation, text, graphics, other files, and the selection and arrangement thereof are the property of Velsicol and its licensors and are protected by international copyright and trademark laws. No materials and no software may be copied, reproduced, republished, redistributed, or reverse engineered by you, except that you may electronically make one copy and print a hard copy portion of this Web Site (provided that you keep intact all of the copyright and trademark notices) for the sole purpose of using materials it contains for informational and non-commercial, personal use only. Any other use of the materials in this Web Site - including any commercial use, reproduction for purposes other than permitted above, modification, distribution, republication, display, or performance - without the prior written permission of Velsicol is strictly prohibited.

VELSICOL®, VELATE®, ADMEX®, BENZOFLEX® and VELSICURE® are either trademarks or registered trademarks of Velsicol. All other trademarks, product names and company names or logos cited herein are the property of their respective owners. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Velsicol, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Velsicol.

## **LINKS TO OUR WEB SITE AND TO OTHER WEB SITES**

You are granted a limited, revocable, and non-exclusive right to create a hypertext link to this Web Site for non-commercial purposes, provided such link does not confuse the origin of this Web Site and does not portray Velsicol or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner. This limited right may be revoked at any time in Velsicol's sole discretion. You may not use, frame or utilize framing techniques to enclose any Velsicol trademark, logo or other proprietary information, including the images found at this Web Site, the content of any text or the layout/design of any page or form contained on a page without Velsicol's express written permission. Except as noted above, you are not conveyed any right or license by implication, estoppel use, or otherwise in or under any patent, trademark, copyright, or proprietary right of Velsicol or its licensors. Velsicol makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of Web Sites accessible by hyperlink from this Web Site, or Web Sites linking to this Web Site. Velsicol is providing these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement, or adoption by Velsicol of the site or of any information contained therein. The linked sites are not under the control of Velsicol and Velsicol is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites.

## **JURISDICTION**

Velsicol operates this site from Rosemont, Illinois, United States of America, and makes no representation that the content or features of this site are appropriate or available for use in other locations and accessing such content or features from territories where it may be illegal is prohibited. You and Velsicol also agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts located in Cook County, Illinois. These terms and conditions shall be governed by and construed in accordance with the laws of the state of Illinois, applicable to agreements made and entirely

to be performed within the state of Illinois, without resort to its conflict of law provisions.

Any software which may be accessed from this Web Site is further subject to United States export controls and may not be downloaded or exported by any person or entity prohibited by U.S. law, regulation, order, treaty or policy.

## **DISCLAIMER AND LIMITATION OF LIABILITY**

Velsicol makes no representations or warranties of any kind, express or implied, as to the operation of this Web Site, or to the information, content, materials, products, or services included, described, or offered on this Web Site. Without limiting this general disclaimer, Velsicol specifically disclaims the accuracy of the descriptions and specifications of those products. To the extent Velsicol is found liable to anyone on any legal theory or claim relating in any way to this Web Site, any such liability shall be limited to the total purchase price actually paid to Velsicol for the products or services giving rise to Velsicol's liability.

VELSICOL SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO OR USE OF THIS WEB SITE. WITHOUT LIMITING THE FOREGOING, THIS WEB SITE AND THE MATERIALS IN THIS WEB SITE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. VELSCOL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. VELSCOL DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN THIS WEB SITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. VELSCOL DOES NOT REPRESENT OR WARRANT THAT THIS WEB SITE OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Velsicol reserves the right to change any and all content contained on this Web Site at any time without notice. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Velsicol. SUBMISSIONS/POSTINGS This Web Site allows users to submit comments, ideas, or other information to Velsicol. By submitting information (e.g., suggestions, ideas, concepts or drawings) to Velsicol via this Web Site, you agree that Velsicol is not required to treat such information as confidential, you agree that Velsicol shall become the owner of such information, and you grant Velsicol permission to unrestricted use of any such information for any purpose Velsicol chooses without compensation to you.

## **PRIVACY POLICY**

In general, you may visit the Web Site, [www.velsicol.com](http://www.velsicol.com), without telling us who you are or revealing any personal information about yourself. IP addresses (the Internet address of a computer) may be logged to track a user's session while the user remains anonymous. Velsicol may analyze this data for certain trends and statistics, such as which parts of our site users are visiting and how long they spend there. In general, we do not link your IP addresses to anything personally identifiable to you. Some web pages on this Web Site may use "cookies," which are small files that may be placed on your hard disk for record-keeping purposes. You may set your browser to notify you when you receive a cookie, giving you the chance to decide whether or not to accept it. (However, by not accepting cookies, some web pages may not display properly or you may not be permitted to access certain information.)

Velsicol reserves the right to modify this privacy statement at any time.