

TERMS OF USE AND LEGAL DISCLAIMERS

Welcome to the HPS Specialties, LLC website, www.hpsspec.com. HPS Specialties, LLC (“we,” “us,” “our”, or “HPS”) provides the information and content on this website as an information service. By accessing our website, you and any party on whose behalf or for whose benefit you access or otherwise use this website (collectively, “you” or “User”) agree to be legally bound by and comply with the following terms (the “Agreement”).

Users who have accepted this Agreement by their use or continued use of this website are granted permission to use this website subject to the provisions of this Agreement. You represent and warrant that you have the legal authority to enter into this Agreement on behalf of yourself and any party on whose behalf or for whose benefit you access or otherwise use this website. This Agreement governs the use of the HPS website, including the content contained in this website, and limits the liability of HPS resulting from any use thereof.

Descriptions/Depictions of Products. On this website, HPS may display and/or describe products it sells. HPS attempts to accurately depict such products. However, we cannot guarantee that the products we sell and that you may order will precisely match descriptions/depictions of such products on the website.

Privacy and Security. Use of the website is governed by our Privacy Policy, which may be accessed from this website and which we encourage you to review. We undertake to maintain the security of information provided in connection with this website but cannot guarantee the security of any such information, and we shall not be responsible for any disclosure or compromise of User information. We have no obligation to store or maintain any information provided by you or on your behalf. Any information we collect will be subject to our Privacy Policy which may be modified by us from time to time.

Changes to Website and Availability of Website. At any time and for any reason, in our sole discretion, we may modify or discontinue any aspect of or features of this website, including its content, functionality, hours of availability, pricing, domain name addresses through which it is accessible, and/or the equipment needed for its use. The availability of this website is subject to periodic down time for maintenance and repairs and is subject to interruption due to causes beyond our reasonable control, including computer viruses, failure of telecommunication links, or failure of internet infrastructure. You acknowledge and agree that we shall not be responsible for any interruptions in the availability of this website.

Intellectual Property and Proprietary Rights. Nothing in these terms of use shall be deemed to grant you or any other User any license or right in or to any patent, copyright, trademark, trade secret, or other proprietary interest of HPS or the manufacturers of products that we sell. Trademarks, service marks, and other marks and indicators of source or origin that are displayed on this website are proprietary property of HPS, the manufacturers of products that we sell, and/or our respective licensors. No such marks may be used in connection with any other product or service in any manner that is likely to cause confusion among consumers or to disparage or discredit the owner of such mark or its affiliate. Any trademarks of third parties that appear on this website, including the manufacturers of the products that we sell, are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. You may not use, copy, modify, or display any of the trademarks, service marks, names, or logos appearing on the website without the express written permission of the trademark owner.

Links to Other Websites. This website may contain links to other websites, resources, and advertisers. HPS is not responsible for the availability of these external sites, does not endorse such external sites, and is not responsible for the contents, advertising, products, or other materials made available on or through such external sites. Under no circumstances shall we be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a User in connection with the use of or reliance

on any content, goods, or services available on such external site. You should direct any concerns to such external site's administrator or web master.

Access to Website. You are responsible for obtaining and maintaining all telephones, computer hardware, and other equipment needed for access to and use of this website and all charges related thereto. You agree not to take any action to interfere with the function or accessibility of this website or to take any action to restrict the access of others thereto. HPS has carefully designed this website for the purpose of delivering content to Users in a particular format and with a particular appearance. No third party shall have the right to utilize the content of this website in any way that interferes with that purpose. In particular, HPS prohibits any one from displaying the content of this website in any format where third-party advertising or other materials not approved by HPS in writing may be viewed together with HPS propriety content.

Disclaimer of Warranties. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE AND OF ANY USER CONTENT INFORMATION, ADVICE, SERVICES, PRODUCTS, AND OTHER MATERIALS CONTAINED IN OR DESCRIBED ON THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK AND THAT ALL SUCH INFORMATION AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, WE MAKE NO, AND HEREBY DISCLAIM, ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO (A) THE AVAILABILITY, OPERATION AND/OR USE THIS WEBSITE, INCLUDING BUT NOT LIMITED TO ANY CONTENT PROVIDED BY OTHERS TO THIS WEBSITE, (B) SERVICES, (C) PRODUCTS, AND (D) OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED IN THIS WEBSITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO, AND HEREBY DISCLAIM, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AS WELL AS ALL IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, WE DO NOT REPRESENT OR WARRANT THAT THE INFORMATION AND CONTENT ACCESSIBLE VIA THIS WEBSITE IS ACCURATE, COMPLETE, OR CURRENT. WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS ON THIS WEBSITE OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM USE OF, INABILITY TO USE, OR RELIANCE ON ANY ASPECT OF THIS WEBSITE, INCLUDING BUT NOT LIMITED TO ANY CONTENT, SERVICES, PRODUCTS, AND OTHER INFORMATION AND MATERIALS CONTAINED IN OR DESCRIBED ON THIS WEBSITE. FURTHER, WE MAKE NO REPRESENTATIONS OF WARRANTIES THAT THE WEBSITE OR THE CONTENT THEREOF WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANY USER FROM US OR OUR WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

Disclaimer of Liability. NEITHER HPS NOR ANY OF ITS AFFILIATES, LICENSORS, PARTNERS, MANAGERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY TO ANY USER OR ITS PRINCIPALS OR AGENTS FOR ANY DAMAGES, WHETHER GENERAL, SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LOST SAVINGS, WHETHER OR NOT FORESEEABLE AND WHETHER BASED ON CONTRACT, TORT, COMMON LAW, OR ANY OTHER THEORY OF LIABILITY, STATUTE, OR REGULATION. User expressly acknowledges and agrees that HPS is providing access to this website in reliance on the disclaimers and limitations set forth in this Agreement, and BY USING THIS WEBSITE USER further acknowledges and agrees that such limitations are reasonable. In no event shall the liability of HPS to User exceed the fees actually paid by User for use of this website.

Disputes, Applicable Law, and Indemnification. This Agreement shall be governed exclusively by its terms and by the laws of the United States and the State of Maryland without regards to its conflicts of law principles. You expressly consent and agree to exclusive jurisdiction and venue in Howard County, Maryland, with respect to any litigation arising out of or relating to this Agreement, provided that we may bring an action to enforce our rights in any forum having jurisdiction. In the event that we are required to incur attorney's fees or other expenses in connection with enforcing or defending our rights under this Agreement, you agree to reimburse us for such attorney's fees and expenses. You also agree to indemnify HPS against any and all claims and expenses, including attorney's fees, arising from your use of this website or breach of this Agreement.

Entire Agreement. This Agreement reflects the entire Agreement of the parties relating to the subject matter hereof, and any prior understandings, agreements, or representations relating to such subject matter are hereby superseded. This Agreement shall control over any conflicting documents or information, including information on this website, and shall be the sole source of any obligations of HPS. We may modify the terms of this Agreement from time to time by posting changes to the Agreement on this website. No provision of this Agreement may be amended, modified, or waived except as provided in the foregoing sentence. You agree to review this Agreement from time to time and to comply with it and any changes thereto. Any use of this website after our posting of such changes shall constitute your acceptance of this Agreement as modified. The terms of this Agreement constitute the mutual agreement of the parties and shall be construed mutually and not for or against either party.

Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the provision held to be invalid or unenforceable shall be automatically amended to most closely approximate the original provision on terms that are valid and enforceable, and the court or other adjudicating authority holding such provision invalid or unenforceable shall make such amendment accordingly.

April 2018