



**DOCUMENT TITLE:** Website Terms of Use

**ENTITIES COVERED:** Composites One LLC

Composites One Canada ULC C-1 México S. de R.L. de C.V Aerovac Systems UK Ltd (13048411) Aerovac Keighley Ltd (01472714) Aerovac Med-Lab Ltd (00540182)

Aerovac LLC

Aerovac Toulouse SAS Aerovac Mondovi S.r.l.

Aerovac do Brasil Comércio de Materiais de Processamento Ltda

**EFFECTIVE DATE**: 2024

Welcome to the Composites One LLC, Aerovac LLC and their affiliated entities (collectively, "Composites One") website ("Site"). These Terms of Use ("Terms") govern your access to and use of our Site.

PLEASE READ THESE TERMS CAREFULLY; BY ACCESSING OR USING THE SITE, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS OR USE THE SITE.

THESE TERMS CONTAIN AN AGREEMENT BY YOU TO RESOLVE DISPUTES ARISING FROM YOUR USE OF THE SITE THROUGH BINDING ARBITRATION ON AN INDIVIDUAL BASIS. PLEASE REVIEW THE ARBITRATION SECTION BELOW SINCE YOU ARE GIVING UP CERTAIN RIGHTS, SUCH AS THE RIGHT TO A JURY TRIAL AND THE RIGHT TO SUE COMPOSITES ONE IN A CLASS ACTION LAWSUIT.

WE RESERVE THE RIGHT TO MODIFY THESE TERMS AT ANY TIME. ALL CHANGES WILL BE EFFECTIVE IMMEDIATELY UPON POSTING TO THE SITE. BY ACCESSING OR USING THE SITE AFTER CHANGES ARE POSTED, YOU AGREE TO THOSE CHANGES.

- 1. <u>Privacy Policy</u>. We may collect certain information about you and about your use of the Site as described in our Global Privacy Policy ("Privacy Policy"). Our Privacy Policy describes how we collect, use and share your personal information we collect when you use the Site.
- 2. <u>B2B E-commerce Website</u>. If you access and use our B2B e-commerce website ("B2B Site"), you must set-up an account by providing certain information and establishing a login name and password. The information you provide will be used to establish an account and profile about you. You are responsible for maintaining the confidentiality of your username and password. Do not share your username and password with any other person. When you use the B2B Site, additional terms set forth on the B2B Site will apply. Please visit our B2B Site for more information.
- 3. <u>Content</u>. The Site, including its text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, data, names of products and services, documentation, other components and content, and the design, selection, and arrangement of content, data sheets, specifications sheets, PDFs, and all intellectual property rights in the foregoing (collectively, "Content") are exclusively the property of Composites One or, as applicable, its affiliates, vendors or licensors. Except for the rights expressly granted to you in these Terms, Composites One reserves all other ownership rights in the Site and Content, including all intellectual property rights.
- 4. <u>Products on the Site</u>. All product and service information on the Site is provided for general, informational purposes. While we try to ensure the accuracy of that information and to keep the





information updated, we do not guarantee that such information is accurate and up to date. The products and services displayed or described on the Site are not offers. Actual details you see on the Site about our products will depend on your monitor (e.g. such as color). We do not guarantee that any such information about the product or service you choose will be the same as is displayed or described on the Site. Product and service descriptions are subject to change without notice at any time. The sales contract between you and Composites One will apply to any purchase of products or service by you from Composites One. We do not guarantee the availability of any particular product or service, and certain products or services may only be available in certain jurisdictions.

- 5. <u>Use Rights</u>. You may only use the Site and Content for your personal, non-exclusive use, so long as you comply with these Terms and all applicable laws, rules and regulations. You may only use the Site and the Content for their intended purposes for which they are made available to you by Composites One.
- 6. <u>Use of Marks</u>. Composites One owns certain trademarks, names, logos, insignia, or service marks ("Marks"). You do not have the right to use any Marks except as expressly agreed to in writing by Composites One. In addition, the Site may contain third-party marks and third-party copyrighted materials, which are the property of their respective owners. Nothing in these Terms grants to you any rights in or to those third-party marks or materials without such third party's consent.
- 7. <u>Intellectual Property Rights</u>. The Site and Content are protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property belonging to Composites One or any third party is strictly prohibited.
- 8. <u>Compliance with Laws</u>. In connection with your access to and use of the Site, you are responsible for complying with all applicable laws, regulations, and rules of all relevant jurisdictions, including all applicable rules regarding online conduct.
- 9. Restrictions on Your Use of the Site.
  - a. You may not copy, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, reverse-engineer, or create derivative works of the Site or Content without Composites One's prior written consent.
  - b. You may not use the Site for unlawful purposes.
  - c. You may not submit inaccurate, incomplete, or out-of-date information via the Site, commit fraud or falsify information in connection with your use of the Site.
  - d. You may not engage in data mining or similar data gathering or extraction activities from the Site. You may not use the Site to harvest email addresses, names or other information of the users of the Site or to spam other users of the Site.
  - e. You many not access, use, or copy any portion of the Site or Content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms.
  - f. You may not use the Site to post, transmit, input, upload, or otherwise provide any information or material that contains any viruses, worms, Trojan horses, malware, ransomware, adware, or other harmful computer code that may disable, damage, impair, or otherwise interfere with the Site, the servers used to make the Site available, or any other network, computers, hardware, software or systems.





- g. You may not engage in activities that aim to render the Site or associated services inoperable or to make their use more difficult.
- h. You may not frame, mirror or circumvent the navigational structure of any part of the Site.
- i. You may not upload, distribute, transmit, or post anything to or through the Site that: (i) is fraudulent, libelous, obscene, pornographic, indecent, violent, offensive, hate speech, harassing, threatening, defamatory, harms another person, or the like; (ii) invades the privacy of another or includes the confidential or proprietary information of another, or (iii) is protected by intellectual property rights without the express prior written consent of the owner of such intellectual property rights.
- j. You may not engage in any conduct while using the Site that Composites One considers inappropriate, unauthorized, or contrary to the intended purpose of the Site.
- 10. Feedback and Other Content Submitted By You. You warrant that all information you provide to us is true, accurate, and complete to the best of your knowledge. If you submit comments or feedback to us regarding the Site, its Content, or our products or services ("Feedback"), we may use Feedback as set forth in our Global Privacy Policy, without attribution or compensation to you.
- 11. Social Media. Links to Composites One's social media pages (e.g., Facebook, Instagram, Twitter, LinkedIn) are included on the Site ("Social Media Pages"). Because anyone may post or tag on Social Media Pages, posts do not necessarily reflect Composites One's views. We reserve the right to remove anything from our Social Media Pages, in our sole discretion. We may also take steps to block users from access to our Social Media Pages who violate these Terms. If we follow, like, re-tweet, favorite, share, or re-post an individual's content on our Social Media Pages, that is not an endorsement of that third party or any product, service or company they represent.
- 12. <u>Career Opportunities</u>. To submit job application materials online to work with Composites One, you will be redirected from our Site to a website operated by a third party. You may be required to create an account with that third-party host. We encourage you to review the terms and privacy policy posted on that third-party's website since these Terms do not govern your use of that website. If you send us your job application materials directly, such as your resume and cover letter, you warrant that all such information is current, accurate, and complete. Do not provide job application materials for any person other than yourself. Your submission of job application materials does not in any way require Composites One to review such materials or consider you for employment. Career opportunities on the Site are subject to change at any time, at our sole discretion and without notice.
- 13. NO WARRANTY. THE SITE AND CONTENT ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND. COMPOSITES ONE MAKES COMMERCIALLY REASONABLE EFFORTS TO ENSURE THAT ALL CONTENT ON THE SITE IS ACCURATE AND RELIABLE, BUT NEITHER ACCURACY NOR RELIABILITY ARE GUARANTEED. COMPOSITES ONE DOES NOT WARRANT OR GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SITE OR CONTENT. COMPOSITES ONE DOES NOT WARRANT OR GUARANTEE THAT THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SITE OR CONTENT WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPOSITES ONE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH RESPECT TO THE SITE AND CONTENT, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT OR ENDORSE ANY THIRD-PARTY CONTENT. THE LAWS OF CERTAIN





JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF WARRANTIES OR CONDITIONS. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

- 14. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN NO EVENT WILL COMPOSITES ONE, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, ATTORNEYS OR LICENSORS (TOGETHER, "COMPOSITES ONE PARTY(IES)") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR CONTENT, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR CONTENT, REGARDLESS OF THE FORM OF ACTION, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF A COMPOSITES ONE PARTY HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SITE OR CONTENT. WITHOUT LIMITING THE FOREGOING. IN NO EVENT WILL THE COMPOSITES ONE PARTIES' AGGREGATE LIABILITY TO YOU ARISING OUT OF OR IN CONNECTION WITH THE SITE OR CONTENT, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR CONTENT EXCEED \$100 U.S.D., EVEN IF ANY REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE. THE LAWS OF CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN DAMAGES OR LIMITATIONS OF LIABILITY. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.
- 15. INDEMNIFICATION. YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPOSITES ONE PARTIES FROM AND AGAINST ALL LOSSES, CLAIMS, LIABILITIES, DEMANDS, COMPLAINTS, ACTIONS, DAMAGES, JUDGMENTS, SETTLEMENTS, FINES, PENALTIES, EXPENSES, AND COSTS (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) THAT ARISE OUT OF OR IN CONNECTION WITH (A) YOUR VIOLATION OF APPLICABLE LAWS, (B) YOUR MISUSE OF THE SITE OR ANY CONTENT, (C) YOUR BREACH OF THESE TERMS, THE APPLICABLE PRIVACY POLICY OR ANY OTHER TERMS ON THE SITE, AND (D) YOUR INFRINGEMENT OR MISAPPROPRIATION OF COMPOSITES ONE'S INTELLECTUAL PROPERTY. WE RESERVE, AND YOU GRANT TO US, THE EXCLUSIVE RIGHT TO ASSUME THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU.
- 16. Third-Party Websites and Content. The Site may link to, or be linked to, websites not maintained or controlled by Composites One (e.g., links to our suppliers' websites). Those links are provided as a convenience to the visitors of our Site. Composites One is not responsible for examining or evaluating the content or accuracy of third-party websites linked through the Site. Composites One does not warrant or endorse any third-party website or any products or services made available through those websites. When leaving the Site, it is the applicable third-party's terms and privacy policy that govern your use of such third-party site (and such third-party's use of your personal information), not these Terms. The Site also contains certain third-party content. We provide third-party content for your convenience, not as an endorsement. The presence of third-party content does not mean that Composites One has reviewed the third-party content or that there is any association between Composites One and any third party. You access third-party content at your sole risk. Composites One has no responsibility for any third-party content. Nothing in these Terms grants you any rights to any third-party content.
- 17. <u>Suspension or Termination of the Site and Content</u>. If you violate applicable laws or these Terms, you are immediately prohibited from further use of the Site or Content, and we may restrict your access to the Site or Content. Composites One may suspend or terminate the Site or any Content, in whole or in part, at any time in its sole discretion for any reason. Composites One will not be liable to you or anyone





- else for any damages arising from or related to Composites One's suspension or termination of your access to the Site or the Content, or in the event Composites One modifies, discontinues or restricts the availability of the Site or the Content (in whole or in part).
- 18. <u>Cooperation with Law Enforcement</u>. Composites One will cooperate with law enforcement if you are suspected of having violated applicable laws. YOU WAIVE AND HOLD COMPOSITES ONE AND ITS REPRESENTATIVES HARMLESS FOR ANY COOPERATION WITH, OR DISCLOSURE OF YOUR INFORMATION TO, LAW ENFORCEMENT RELATING TO YOUR SUSPECTED VIOLATION OF APPLICABLE LAWS.
- 19. Linking to the Site. You are welcome to link to the Site so long as: (a) you do not suggest an affiliation between Composites One and you that is inaccurate; (b) you do not modify the appearance of the page of the Site that you provide the link to, or cause the Site to be framed or mirrored; (c) your link does not modify the Site; and (d) you do not portray the Site in any way that is misleading, defamatory, offensive, negative or in any way that adversely impacts the goodwill or reputation of Composites One. Composites One reserves the right to request that you remove the link to the Site from your website and you must do so immediately. You are solely responsible for all costs and expenses incurred by Composites One in enforcing removal of its Site link from your website.
- 20. <u>Disputes with Composites One Arbitration</u>. Both parties agree to resolve any disputes arising under these Terms or relating to Site through binding arbitration, on an individual basis, as set forth below.
  - a. <u>WAIVER</u>. YOU UNDERSTAND AND AGREE THAT BY AGREEING TO BINDING ARBITRATION, YOU ARE GIVING UP YOUR RIGHT TO A TRIAL BY JURY. YOU UNDERSTAND AND AGREE THAT BY AGREEING TO BINDING ARBITRATION ON AN INDIVIDUAL BASIS, YOU MAY NOT BRING A CLAIM AGAINST COMPOSITES ONE IN A CLASS ACTION LAWSUIT, AND THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN ONE OR MORE PERSON'S OR PARTY'S CLAIMS IN A CLASS OR PROCEEDING. In the event a court determines that the foregoing is unenforceable, then such claim must be severed from the arbitration and brought in court, subject to Composites One's right to appeal.
  - b. <u>Good Faith Discussions</u>. You and Composites One must first attempt to resolve any dispute by good faith discussions or email. If the parties cannot resolve a dispute with good faith discussions, then either party may submit the dispute to binding arbitration as set forth in these Terms.
  - c. <u>Rules</u>. You and Composites One agree that arbitration will be conducted by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules, then in effect and as amended herein ("Rules"). The Rules can be found at: https://www.adr.org/Rules. You and Composites One agree that this agreement to arbitrate involves a transaction of interstate commerce and therefore the Federal Arbitration Act will govern the interpretation and enforceability of this agreement to arbitrate.
  - d. <u>Initiating a Claim</u>. The party desiring to initiate arbitration must provide the other party a Demand for Arbitration in accordance with the Rules and the parties will thereafter mutually agree upon the arbitrator. If the parties cannot agree upon the arbitrator within ten (10) days, an arbitrator will be appointed in accordance with the Rules.
  - e. <u>Arbitrator</u>. Arbitration shall be before one (1) arbitrator who shall have exclusive authority to resolve any disputes arising under these Terms or with regard to the Site, including as to the enforceability and/or formation of this agreement to arbitrate made between you and Composites One.





- f. <u>Location</u>. You agree that arbitration shall take place exclusively in Cook County, Illinois, United States. However, where the disclosed claims or counterclaims do not exceed \$25,000, the dispute may be resolved by the submission of documents only/desk arbitration (see the Rules for more details). Either party may, however, ask for a hearing, or the arbitrator may decide a hearing is necessary.
- g. <u>Time Limit</u>. Any claim by you arising in connection with the Site must be commenced by you within one (1) year of the dispute giving rise to the claim.
- h. <u>Confidentiality</u>. The arbitration and information disclosed during arbitration may not be disclosed to any third-party except as required by law. The parties will not make any comments or announcements to the public about the subject matter or outcome of any arbitration.
- i. <u>Changes to this Agreement to Arbitrate</u>. If Composites One modifies this arbitration provision, you may reject that change by sending Composites One written notice within thirty (30) days of our posting of the change, in which case you must immediately stop using the Site.
- j. <u>The Arbitrator's Decision</u>. The arbitrator's decisions and judgement will be final and binding on the parties, but will have no precedential effect. The arbitrator shall not have the authority to award damages outside of those set forth in these Terms.
- k. <u>Costs and Expenses</u>. Each party shall pay their own expenses and fees, including their own attorneys' fees, arising from arbitration, unless the arbitrator determines that your claims were improper or frivolous, in which case the arbitrator may require you to reimburse us for certain fees and expenses in accordance with the Rules.
- I. <u>Exceptions</u>. Notwithstanding anything to the contrary in this Section, you and Composites One each retain the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's intellectual property rights.
- 21. Governing Law. Unless expressly prohibited by the law of your place of residence, these Terms, and your access to and use of the Site, are governed by the laws of the State of Illinois, USA, without regard to its conflict of laws principles. Venue is exclusively in the state or federal courts, as applicable, located in Cook County, Illinois, USA. The parties expressly agree to the exclusive jurisdiction of those courts. Any cause of action or other claim brought by you with respect to the Site or Content must be commenced within one year after the cause of action or claim arises.
- 22. Permitted Use of This Site. Composites One is a United States limited liability company. We do not guarantee that use of this Site will be available or permitted in any particular location or jurisdiction. You are only permitted to use this Site if such use is available and permitted in the jurisdiction where you are located. THE EXISTENCE OF THIS SITE OR ANY CONTENT WILL NOT BE CONSTRUED AS COMPOSITES ONE OR ITS AFFILIATES OFFERING THE SITE, CONTENT OR THE PRODUCTS AND SERVICES ON THE SITE TO ANY PERSONS IN JURISDICTIONS WHERE THE PROVISION OF SUCH SITE, CONTENT OR PRODUCTS AND SERVICES IS PROHIBITED BY LAW.
- 23. <u>Assignment</u>. We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign your rights or delegate your duties under these Terms without our prior written consent and any such attempted assignment without our consent is void. These Terms inure to the benefit of Composites One's successors and assigns.
- 24. Entire Agreement. These Terms and any other terms applicable to you as set forth on our Site, including the B2B Site, contain the entire agreement between you and Composites One with respect to your





access to and use of the Site. For clarity, if you purchase any products or services from Composites One, separate commercial terms and conditions relating to those purchases apply.

- 25. <u>Waiver</u>. Composites One's failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Composites One.
- 26. <u>Severability</u>. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms.
- 27. <u>Electronic Communications</u>. These Terms and any other documentation, agreements, notices, or communications between you and Composites One may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.
- 28. Terms Applicable To New Jersey Consumers. No provision in these Terms will apply to any consumer in New Jersey if the provision limits remedies for (i) negligence, (ii) products liability claims, (iii) the punitive damages laws, (iv) the New Jersey Uniform Commercial Code, or (v) failure to reasonably protect against harm arising from certain criminal acts of third parties (e.g., computer hacking and identity theft). The provisions of these Terms concerning the exclusion or limitation of certain damages are not applicable in New Jersey with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property. Composites One reserves all rights, defenses and permissible limitations under the laws of New Jersey and under the laws of your state.
- 29. Contact Us. Please direct any questions and concerns regarding these Terms to us at:

Composites One LLC

Attn: Legal

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Phone: 800-621-8003

Email: legal@compositesone.com