



Corporation  
Family of Companies



## TERMS OF USE

This Terms of Use and End User Agreement (the “Agreement”) is a binding, contractual agreement between you (“you”) and LT Corporation, Inc. and its subsidiaries and affiliates, including but not limited to Quality Steel Corporation, LP Cylinder Service Inc., and Buckeye Fabricating Company (collectively “we” or “LT Corp”) under which you may use the LT Corp websites and/or associated services (“Website” or “services”). This Agreement applies solely to your use of the Website, including all enhancements, versions, and modifications of the Website.

***SUBJECT TO APPLICABLE LAW, THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION CLAUSE THAT LIMITS YOUR RELIEF. READ THE MANDATORY ARBITRATION SECTION CAREFULLY.***

### CONDITIONS OF USE

You must have reached the age of majority in your jurisdiction of residence or older to use the Website. If an individual is under the age of majority in any jurisdiction (“minor”), that individual must have the agreement of a parent/legal guardian and that parent/legal guardian must be bound to these terms on behalf of the minor.

By accessing or using the Website you are indicating your: (i) acceptance of, and agreement to be legally bound by, all of the terms and conditions of this Agreement; and (ii) consent to the installation of any software including, but not limited to, scripts, browser plugins, applets, and mobile Services as part of the Website on the computer or mobile device you are using to access the Website. If you do not accept and agree to this Agreement, you must not install, access or use the Website.

### MODIFICATION OF AGREEMENT

LT Corp. reserves the right, in its sole and absolute discretion, to modify all or any portion of this Agreement at any time without incurring any liability or obligation whatsoever to you or any other person or entity. If we modify the Agreement, we will post the changes to the Agreement and will indicate the date this Agreement was last revised. Your continued use of the Website after any such changes constitutes your (and your parent’s or legal guardian’s on your behalf, if you are under the age of majority in your jurisdiction of residence) acceptance of, and agreement to be legally bound by, this Agreement, as revised. It is your sole responsibility to regularly check the Agreement to determine if there have been any changes to the Agreement and to review such changes.

### PROVIDER OF APPLICATION

You acknowledge that some or all the services may be provided by separate agreement between LT Corp. and its third-party licensor (“Licensor”). This agreement is between you and LT Corp., not Licensor. To use the services, you may also be required to agree to be bound by a separate terms and conditions specified by the Licensor. You should carefully read any separate terms and conditions specified by the Licensor. LT Corp. makes no representations or warranties regarding any terms and conditions you enter into with Licensor.

In addition to other disclaimers and exclusions contained in this Agreement, LT Corp. expressly disclaims to the maximum extent permitted by applicable law: (i) any and all liability related to the services involving “content,” as defined in the **SERVICES AND CONTENT** section herein, which belongs to Licensor; (ii) any and all liability related to maintenance or support with respect to the services provided by Licensor; and (iii) any and all liability related to claims with respect to product liability, intellectual property rights, consumer protection, privacy, or failure to conform to any applicable legal or regulatory requirement involving Licensor’s conduct or content.

### **SERVICES AND CONTENT**

You acknowledge that content may be made available to you through the Website, including, but not limited to, information, comments, data, software (whether applications, scripts, plug-ins or applets), photographs, graphics, text, sound, images and other material (“Content”). All content is owned by LT Corp, Licensor, or another third party. Content is protected by copyright laws, trade-mark laws, other intellectual property laws and treaties, both in Canada, the United States, and world-wide, and all rights therein are reserved by their respective owners. You may not modify, remove, delete, augment, add to, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part, except as expressly allowed by this Agreement or applicable law (including, without limitation, U.S. copyright, trademark and patent law). Subject to the terms and conditions of this Agreement, we grant you a non-exclusive, non-transferable, limited right to access, use and display this Website and the materials thereon.

Your use of the Website does not grant or transfer to you any ownership or other rights in the Website or the Content, and except as expressly provided, nothing herein or within the Website shall be construed as conferring on you or any other person any license under any of LT Corp’s, Licensor’s, or any third party’s intellectual property rights. Any rights not expressly granted to you in this Agreement are expressly reserved by LT Corp. For greater certainty, you agree that you will not take any action that is inconsistent with LT Corp’s ownership of any portion or all of the Website and Content, or with Licensor’s, or any third party’s ownership of any portion or all of the services and Content. You are hereby expressly prohibited from removing any proprietary notice of LT Corp, Licensor, or any third party, from any copy of the Website, services, or Content.

### **WEBSITE DISCLAIMERS**

LT Corp provides you with access to the Website on an “as is” and “as available” basis only, and, to the maximum extent permitted by law, excludes all representations, warranties, conditions, and other terms. LT Corp does not warrant that the Website or any content will be uninterrupted or error-free, that defects will be corrected or that the Website or the servers hosting the Website will be free of viruses or other harmful components.

This Agreement applies only to the Website, other services may be facilitated by the Website, such as financing and leasing options, are not subject to this Agreement and LT Corp makes no representation or warranties as to those services. In providing the Website pursuant to this Agreement, LT Corp make no representations or warranties as to the lawfulness or merchantability of the underlying services, which may be subject to other agreements.

**Geolocation collection:** LT Corp may, during your use of the Services, collect information regarding the precise location of your Device. This information will be used to facilitate and improve services such as

### **GEOGRAPHIC LIMITATIONS**

The Website and services are provided for access and use only by persons located in the United States and Canada. You acknowledge that you will not attempt to use the Website or access any functionality through the services outside of the United States or Canada.

By accessing or using the Website, you represent and warrant that (i) you are not located in a country that is subject to a United States or Canadian government embargo, or that has been designated by the United States or Canadian government as a “terrorist supporting” country; and (ii) you are not listed on any United States or Canadian government list of prohibited or restricted parties.

### **RESTRICTIONS AND CONDITIONS**

You agree as a condition of using the Website, that you will not yourself, or cause any others to do any of the following:

- a. use, copy, modify, download or transfer the Website or any component of the services (including, without limitation, the Content), in whole or in part, except as expressly provided in this Agreement;
- b. (i) reverse engineer, disassemble, decompile, or translate the Website; (ii) attempt to derive the source code of the Website; (iii) create any derivative work from the Website; and/or (iv) authorize or assist any third party to do any of the foregoing;
- c. use the for any commercial purpose of your own or to benefit another, including rent, lease, loan, resell for profit, or distribute the Website, or any part thereof;
- d. remove or alter any proprietary notice or legend regarding LT Corp’s, or any third party’s, proprietary rights in the Website;
- e. use the Website except in accordance with applicable laws and regulations; and/or
- f. use the Website: (i) to defraud any third party; (ii) to distribute obscene or other unlawful materials or information; and/or (iii) to disseminate or encourage conduct that could constitute a criminal offence or give rise to civil liability.

### **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND CONTENT (INCLUDING, WITHOUT LIMITATION, ANY INFORMATION) IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY REPRESENTATIONS, CONDITIONS OR WARRANTIES WHATSOEVER. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SERVICES AND SERVICES CONTENT RESIDES WITH YOU. LT CORP EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, NON- INTERFERENCE AND/OR QUIET ENJOYMENT, SYSTEM INTEGRATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND DATA ACCURACY.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LT CORP MAKES NO REPRESENTATION OR WARRANTY THAT: (I) THE WEBSITE WILL BE COMPATIBLE WITH YOUR DEVICE AND SOFTWARE; (II) THE WEBSITE WILL BE AVAILABLE OR WILL FUNCTION WITHOUT INTERRUPTION OR ERROR; (III) THE USE OF THE WEBSITE, INCLUDING, WITHOUT LIMITATION, THE BROWSING AND DOWNLOADING OF ANY

INFORMATION, WILL BE FREE OF ANY VIRUSES, TROJAN HORSES, WORMS OR OTHER DESTRUCTIVE, INTRUSIVE OR DISRUPTIVE COMPONENTS; (IV) THE TRANSMISSION OF INFORMATION TO AND FROM THE WEBSITE WILL BE SECURE; (V) THE USE OF THE WEBSITE WILL NOT INFRINGE THE RIGHTS (INCLUDING, WITHOUT LIMITATION, INTELLECTUAL PROPERTY RIGHTS) OF ANY PERSON; OR (VI) THE USE OF THE WEBSITE WILL NOT CAUSE ANY DAMAGE TO YOUR DEVICE, SOFTWARE OR ELECTRONIC FILES.

ANY AND ALL INFORMATION CONTAINED ON OR WITHIN THE WEBSITE IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO PROVIDE SPECIFIC ADVICE AND SHOULD NOT BE RELIED UPON IN THAT OR ANY OTHER REGARD.

THE WEBSITE IS OFFERED IN JURISDICTIONS WHERE IT MAY BE LEGALLY OFFERED. THE WEBSITE AND THE INFORMATION OFFERED THROUGH IT IS NOT OFFERED TO ANYONE IN ANY JURISDICTION IN WHICH SUCH AN OFFER CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER.

LT CORP WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES WHATSOEVER ARISING FROM, CONNECTED WITH, OR RELATING TO THE WEBSITE OR CONTENT. YOU EXPRESSLY ACKNOWLEDGE THAT LT CORP HAS ENTERED INTO THIS AGREEMENT WITH YOU AND MAKES THE WEBSITE AVAILABLE TO YOU, IN RELIANCE UPON THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN, AND THAT THE SAME FORM IS AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND LT CORP. YOU EXPRESSLY AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND THE DISCLAIMERS SET FORTH HEREIN WILL SURVIVE AND CONTINUE TO APPLY IN THE CASE OF THE FAILURE OF ESSENTIAL PURPOSE OF CONTRACT, THE FAILURE OF ANY EXCLUSIVE REMEDY, OR TERMINATION OF THIS AGREEMENT.

#### **INDEMNIFICATION**

**At our request, you agree to defend, indemnify, and hold harmless LT Corp, its parent and other affiliated companies, and their employees, contractors, officers, and directors, and Licensor from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, expenses (including legal fees and disbursements on a solicitor-client basis) that arise from your use or misuse of the Website, violation of these Terms, or violation of any rights of a third party. LT Corp reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by the you, in which event you will cooperate in asserting any available defenses.**

#### **PRIVACY**

Please read the LT Corp Privacy Policy (“Privacy Policy”) provided on the websites carefully to understand how LT Corp collects, uses and discloses information, including personally identifiable information.

#### **GOVERNING LAW**

This Agreement is governed by and construed in accordance with the internal laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Mississippi. You waive any and all objections to the exercise of jurisdiction over you by such courts.

## **MANDATORY ARBITRATION**

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. THIS PROVISION REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM THE COMPANY. Any controversy, dispute, or claim arising out of or relating to this Agreement shall be settled by binding arbitration by the American Arbitration Association (“AAA”) in accordance with the AAA’s Commercial Arbitration Rules or any other set of arbitration rules agreed to by both parties. Arbitration shall be conducted in Mississippi before an arbitrator who is an attorney licensed in Mississippi. If the parties cannot agree upon an arbitrator, the AAA shall appoint the arbitrator according to AAA’s selection procedures. Judgment upon any award of the arbitrator may be entered in any court having jurisdiction thereof (such judgment to include an award of reasonable attorneys’ fees and expenses, including the expense of arbitration, to the prevailing party). Notwithstanding the foregoing, any party to this Agreement may seek any appropriate equitable relief, including injunction, to which it may be entitled.**

## **TERMINATION**

If you breach any provision of this Agreement you may no longer use the Website. We may, in our sole discretion, change, suspend or terminate, temporarily or permanently, the Website or any part thereof or any of its features at any time, for any reason, without any notice or liability to you or any other entity. If this Agreement or your permission to use the Website is terminated by us for any reason, the agreement formed by your acceptance of this Agreement will nevertheless continue to apply and be binding upon you in respect of your prior use of the Website and anything relating to or arising from such use. If you are dissatisfied with the Website, then your sole and exclusive remedy is to discontinue using the Website.

## **EXPORT CONTROLS**

You acknowledge that the Website, Content, information and the underlying technology may be subject to applicable export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Website, Content, information and the underlying technology, as well as end-user, end use, and destination restrictions issued by Canada, the United States, and other governments. By accessing, or using the Website, you agree to the foregoing and you represent, warrant and covenant that you are not located in, under the control of, or a national or a resident of any country identified in any applicable legislation, regulation, deny order or prohibition list issued by any governmental or regulatory body, and that you will otherwise comply with all applicable export control laws.

## **SEVERABILITY AND ENTIRE AGREEMENT**

If any provision of this Agreement by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

This Agreement constitutes the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any contract.