

General Website Terms And Conditions

Milbank Manufacturing Co. (hereinafter "Milbank") provides all information on the millbankworks.com website (hereinafter "Site") subject to the following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Terms of Use").

Please read the Terms of Use carefully before you start to use the Site. By using the Site or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, which can be found at <https://www.milbankworks.com/resources/terms-and-conditions>, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Site.

The Site is offered and available to users who are 13 years of age or older and reside in the United States or any of its territories or possessions. By using the Site, you represent and warrant that you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

Ownership and Restrictions on Use

Milbank owns all right, title and interest in and to the text, graphics and other materials (hereinafter collectively referred to as "Materials") appearing on and/or generated by this Site, including all copyright, trademark and other intellectual property rights therein. You are hereby granted a nonexclusive, nontransferable, limited license to view, download, print or distribute Materials for your internal informational purposes only, provided you do not remove or obscure any copyright or other notices provided on the Materials. Except as expressly provided above, you may not copy, publish, display, distribute, commercially exploit, modify, reverse engineer, disassemble, decompile, translate, adapt, create derivative works from, transfer or sell, in any form or by any means, any part or portion of this Site including any Materials, any underlying code or other aspects of this Site.

Prohibited Use

As a condition of your use of the Site, you may not use the Site for any purpose that is unlawful or prohibited by the applicable terms and conditions. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any information or materials through any means not intentionally made available or provided for through this Site. You may not impersonate or attempt to impersonate Milbank, a Milbank employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

Additionally, you agree not to:

- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.

- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

Modifications to the Site and to the Terms of Use

Milbank reserves the right at any time to modify, suspend or discontinue on a temporary or permanent basis the operation of this Site and/or any information, materials and/or products available on this Site with or without notice. Milbank shall not be liable to you or to any third party for any such modification, suspension or discontinuance.

Milbank also reserves the right at any time to modify these Terms of Use and any other applicable terms and conditions to your use of the Site. Please review this page and any other notices on the Site on a regular basis to identify any such modifications. Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Links to Other Web Sites

This Site may provide links to other web sites. Because Milbank has no control over such linked sites, Milbank is not responsible for the availability of such linked sites, and is not liable for any content, advertising, information, links, products, services or other materials available on such linked sites. Milbank is providing these links only as a convenience to you. The inclusion of any such link does not imply any type of endorsement by Milbank of the linked site, its operators or any of the content, advertising, information, links, products, services or other materials available on or through such sites. Milbank shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, information, links, products, services or other materials available on or through any such linked site.

Privacy and Security Statement

Milbank respects your privacy and will use reasonable precautions intended to maintain the confidentiality of any information provided by you via this Site. However, because this information can be accessed through the Internet, there can be no assurance that such information will remain secure.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the

information you provide on the Site is correct, current, and complete. You agree that all information you provide to register with this Site or otherwise, including but not limited to through the use of any interactive features on the Site, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property

The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Milbank, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms of Use permit you to access the Site solely for your own use to review and use the materials in a manner generally consistent with browsing a Site similar to the Site. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms of Use, your right to use the Site will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by Milbank. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Milbank name, the terms “Energy at Work”, the Milbank logos, and all related names, logos, product and service names, designs, and slogans are trademarks or service marks of Milbank or its affiliates or licensors. You must not use such marks without the prior written permission of Milbank. All other names, logos, product and service names, designs, and slogans on this Site are the trademarks of their respective owners.

Disclaimer

MILBANK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SUITABILITY, RELIABILITY, COMPLETENESS, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE INFORMATION AVAILABLE ON OR THROUGH THIS SITE. ALL SUCH INFORMATION IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

TO THE FULLEST EXTENT PERMITTED BY LAW, MILBANK HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WITH REGARD TO USE OF THE SITE AND ANY INFORMATION AVAILABLE ON OR THROUGH THE SITE, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

IN NO EVENT SHALL MILBANK BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (1) THE USE OR PERFORMANCE OF THE SITE, (2) THE DELAY OR INABILITY TO USE THE SITE IN WHOLE OR IN PART, (3) ANY RELIANCE BY YOU ON INFORMATION PROVIDED ON OR THROUGH THIS SITE, OR ON THE RELIABILITY, ACCURACY, COMPLETENESS, SEQUENCE OR TIMELINESS THEREOF, (4) ANY UNAUTHORIZED USE BY YOU OF E-MAIL, OR (4) MODIFICATION, SUSPENSION OR TERMINATION BY MILBANK OF THE SITE OR ANY INFORMATION PROVIDED THEREON, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MILBANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, MILBANK SHALL NOT BE LIABLE FOR ANY HARM CAUSED BY THE TRANSMISSION, VIA USE OF THE SITE, OF A COMPUTER VIRUS, OR OTHER COMPUTER CODE OR PROGRAMMING DEVICE THAT MIGHT BE USED TO ACCESS, MODIFY, DELETE,

DAMAGE, CORRUPT, DEACTIVATE, DISABLE, DISRUPT, OR OTHERWISE IMPEDE IN ANY MANNER THE OPERATION OF ANY OF YOUR SOFTWARE, HARDWARE, DATA OR PROPERTY.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE OF THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THIS SITE.

Reliance on Information Posted

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

Third Party Links

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Purchase Terms and Other Terms and Conditions

All purchases through the Site or other transactions for the sale of goods or services from Milbank are governed by other terms and conditions (including those set forth, as applicable, at <https://www.milbankworks.com/Resources/Terms-and-Conditions>). Additional terms and conditions may also apply to specific portions, services, or features of the Site. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Geographic Restrictions

Milbank is based in the state of Missouri in the United States. We provide this Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

General

These Terms of Use are governed by the laws of the State of Missouri, U.S.A. You hereby consent to the exclusive jurisdiction and venue of courts in Kansas City, Missouri, U.S.A. in all

disputes arising out of or relating to the use of the Site. If any part of the Terms of Use are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, 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 the Terms of Use. Unless otherwise specified herein, the Terms of Use constitute the entire agreement between the user and Milbank with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Milbank with respect to the Site. A printed version of the Terms of Use shall be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

This Site is operated by Milbank Manufacturing Company, 4801 Deramus, Kansas City, MO 64120. All feedback, comments, requests for technical support, and other communications relating to the Site should be directed to: policy@milbankworks.com.

IF THESE TERMS OF USE ARE NOT ACCEPTABLE IN FULL, YOU MUST IMMEDIATELY TERMINATE YOUR USE OF THIS SITE.