

U.S. Terms of Use

Last Updated: January 30, 2020

Welcome to this website hosted by Premier Aluminum (the "Company"). The Company maintains this website for your personal information, education and communication. Your access to and use of this website is subject to these Terms of Use. Please read these Terms of Use carefully before accessing or using this website, so that you fully understand your rights and responsibilities. **By accessing or using this website, you agree to these Terms of Use. Please print a copy of these Terms of Use for your reference.**

If you do not agree to the following Terms of Use, do not access or use this website, and instead contact the Company in writing or via telephone listed below for further information.

The Company may modify or amend these Terms of Use at any time. All changes will be effective immediately upon their posting on this website. Material changes will be posted conspicuously on this website. By accessing the website following posting of changes to the Terms of Use, you agree to all such changes.

Site Information

Information displayed on this website may change without notice. The Company reserves the right to modify such information without any obligation to notify past or current website users. The Company makes no representations that the materials on this website are appropriate or available for use in any particular state or other countries besides the United States. When accessing this website you are solely responsible for compliance with the laws of the state or country in which you live.

Privacy Policy

By accessing and using this website, you agree to the terms of our Privacy Policy available on this website, which are incorporated into these Terms of Use by this reference.

Intellectual Property Rights

Copyright 2020 by the Company. All rights reserved.

All copyrightable text, audio, video, graphics, charts, photographs, icons, and the design, selection, and arrangement of content in any medium on this website are copyrighted by the Company, unless otherwise noted. The distinctive and original layout and presentation of this website also constitutes protectable trade dress under applicable federal law. In addition, many proprietary names and marks belonging to the Company appear throughout this website. This website may also contain references to third-party marks, and copies of third-party copyrighted materials, which are the property of their respective owners. Any unauthorized use of any trade dress, marks, or any other intellectual property belonging to the Company or any third party is strictly prohibited, and may be prosecuted to the fullest extent of the law.

Use of this Website

You may download and print one (1) copy of this website's content for your personal and noncommercial use, provided you do not delete or modify any copyright, trademark, or other proprietary notices. You may not otherwise use, copy, modify, distribute, mirror, republish or transmit any of the content or materials of this website without the prior written consent of the Company.

No Liability

In no event will the Company, its affiliates, or any of its or their officers, representatives, directors, employees, consultants or agents be liable for any direct, indirect, punitive, special, incidental, exemplary or consequential damages or any damages whatsoever (including without limitation, damages for loss of use, data, information, profits or business interruption) arising out of or in any way related to the use or performance of this website or any linked website or to any material, information, data, products, or services obtained through this website, or otherwise arising out of your use of this website, your inability to use this website or any decision made or action taken by you in reliance of any information, advice or materials provided on this website, whether such damages are based in tort, contract, negligence, strict liability or otherwise, even if the Company has been advised of the possibility of such damages. Your sole and exclusive remedy is to stop accessing and using this website.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so some of the above exclusions or limitations may not apply to you.

No Warranty

The Company attempts to ensure that all material, information and data on this website is accurate and reliable; however, accuracy cannot be guaranteed. **This website is provided by the Company on an "AS IS" basis. The Company disclaims all warranties with respect to this website, including without limitation all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.**

Without limiting the foregoing in any way, the Company does not warrant or guarantee (1) the accuracy, completeness, correctness, reliability, timeliness, or usefulness of this website or any material, information or data downloaded or otherwise obtained through use of this website; (2) the results that may be obtained from the use of this website or the use of material, information or data obtained from this website; (3) that use of this website or any materials on this website will meet any users requirements; (4) that access to the website will be uninterrupted, timely, secure or error-free; or (5) that files or other materials and information available through this website will be free of infections, viruses, worms, Trojan horses or other code that could be harmful to your computer system. The Company has no responsibility for the timeliness, deletion, misdelivery or failure to store any user communication.

You acknowledge and agree that (1) your use of this website and any material, information or data downloaded or otherwise obtained through the use of this website is at your discretion and risk, and (2) you are solely responsible for any damage to your computer system or for loss of data that results from the download of any material, information or data, and for any other form of damage that may be incurred. None of the parties involved in creating, producing, or delivering this website or its content will be liable to users of this website for any damage resulting from use of this website or use of material, information or data downloaded or otherwise obtained from this website, nor are such parties in any way responsible for the conduct of users of this website or for information posted or exchanged on this website.

No advice or information, whether oral or written, obtained by you from the Company or in any manner from this website creates any warranty.

Third-Party Websites

This website may link to, or be linked to, other websites not maintained by or related to the Company. All links are provided only as a service to our visitors on an "AS IS" basis. The Company is not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked or linking website, unless specifically stated on this website. The Company has not reviewed all websites to which it links and is not responsible for the content, accuracy, or policies of any such websites. You link to

other pages or websites at your own risk, and your use of other websites will be controlled by the terms of use posted on that website. You should review the terms of use of any website to which you navigate.

Any website linking to our website hereby agrees to be bound by the following rules: (1) the link must be a text-only link clearly marked; (2) the link, and the use thereof, must be in connection with a website of appropriate subject matter that furthers the mission of the Company; (3) the link, and the use of the link, must not (and must not have the potential to) damage or dilute the goodwill associated with the Company's names and marks; (4) the link, and the use of the link, must not create the false appearance that an entity other than the Company is associated with or sponsored by the Company; (5) the link, when activated by a user, must display this site full-screen and not with a "frame" on the linked website; and (6) the Company reserves the right to revoke, revise, or limit its consent (if any) to the link at any time and require the removal or modification of the link in its sole discretion, either by amending these Terms of Use or through other notice.

Indemnification

You agree to indemnify, defend and hold harmless the Company, its officers, representatives, directors, employees, consultants and agents from any and all losses, expenses, third-party claims, liabilities, attorneys' fees, damages and costs for claims arising from or related to your use of this website, your use of any material, information or data downloaded or otherwise obtained from this website, or your violation of these Terms of Use, including your infringement of any intellectual property or other right of the Company or any other person or entity.

Copyright

The Company respects the rights of intellectual property owners, and asks that its users do the same. If you believe that your work has been copied in a way that constitutes infringement, please provide the Company the following information, in the form prescribed by Section 512 of Title 17, United States Code: (1) a description of the copyrighted work or works that you claim have been infringed; (2) a description of the allegedly infringing material, including its location on the site; (3) your address, telephone number, and e-mail address; (4) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (5) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (6) an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. The Company's Copyright Agent for notice of claims of copyright infringement on its site is the Company at the address set forth in the "Contacting Us" paragraph below.

Interpretation and Disputes

These Terms of Use are governed by the laws of the United States and the State of Wisconsin, without regard to any conflict of laws provisions. Venue is exclusively in the State of Wisconsin with respect to any dispute arising under these Terms of Use, unless otherwise agreed by the Company in its sole discretion, and you hereby irrevocably consent to the jurisdiction of such courts. If there is a dispute, the prevailing party will be entitled to recovery of its reasonable attorneys' fees and costs. If any provision of these Terms of Use is deemed unenforceable or invalid by a court, then the court may modify such provision to the minimum extent necessary to make an invalid provision enforceable and valid. If modification is impossible or impracticable, then the provision will be severed and the remaining terms of these Terms of Use will be interpreted and read to give them maximum enforceability. Any cause of action or claim against the Company with respect to this website must be commenced within one (1) year after the action or claim arises.

Entire Agreement

By your access or use of this website, you agree to these Terms of Use. These Terms of Use, together with the Company Privacy Policy, constitute the entire agreement between you and the Company with respect to your access and use of this website. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by the Company. These Terms of Use will inure to the benefit of the Company's successors and assigns.

Electronic Communications

You agree that these Terms of Use and any other documentation, agreements, notices or communications between you and the Company may be provided to you electronically, to the extent permissible by law. Please print a copy of all documentation, agreements, notices or other communications for your reference.

Contacting Us

If you have any other questions or concerns regarding these Terms of Use, you may contact us by email at j.dannenberg@premieraluminum.com, by telephone at 262-554-2100, or by mail at Premier Aluminum 3633 S. Memorial Dr. Racine, WI 53403.