



PLEASE NOTE THAT SECTION 15 OF THESE TERMS OF USE CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER PROVISION. IT AFFECTS HOW DISPUTES BETWEEN YOU AND PRODUCT PROTECTION SOLUTIONS, INC. MAY BE RESOLVED.

1. Acceptance and Modification of the Terms of Use

- 1.1. Your access and use of the website www.ironhawkindustrial.com (the "Website") owned by Ironhawk Industrial Distribution LLC ("Ironhawk") is governed by the following terms of use (the "Terms of Use"). By accessing, browsing and using our Website you acknowledge that you have read, understood and accepted these Terms of Use, as modified from time to time by us.
- 1.2. If we decide to modify our Terms of Use, we will post a new dated version on our Website.

2. Use of the Website

- 2.1. You may view, display or print the content of our Website solely for your own personal use, provided you retain all copyright notices or other proprietary rights notices on the content.
- 2.2. IRONHAWK does not represent or warrant that your use of any content displayed on its Website will not infringe rights of third parties.
- 2.3. You will not make available through or in connection with the Website any harmful code.
- 2.4. You will not use the Website for any purpose that is fraudulent or otherwise tortious or unlawful.
- 2.5. You will not harvest or collect information from the Website or its users.
- 2.6. You will not Interfere with or disrupt the operation of the Website or the systems, servers, or networks used to make the Website available, including by hacking or defacing any portion of the Website; or violate any requirement, procedure or policy of such servers or networks.
- 2.7. You will not reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the Website except as expressly authorized in these Terms of Use.
- 2.8. You will not reverse engineer, decompile, or disassemble any portion of the Website.



- 2.9. You will not remove any copyright, trademark, or other proprietary rights notice from the Website.
- 2.10. You will not frame or mirror any portion of the Website, or otherwise incorporate any portion of the Website into any product or service.
- 2.11. You will not use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather any Content, or reproduce or circumvent the navigational structure or presentation of the Website.
- 2.12. You will not cause injury to any person or entity.
- 2.13. You will not violate any law, rule, or regulation, or these Terms of Use.
- 2.14. You will not use the Website or IRONHAWK’s name, logo, or brand to (1) send any unsolicited or unauthorized content, including advertising, promotional materials, email, junk mail, spam, or other form of solicitation; or (2) use any meta tags or other hidden text or metadata utilizing a IRONHAWK trademark, logo, URL, or product name.
- 2.15. You will not attempt to do anything, or permit, encourage, assist, or allow any third party to do anything, prohibited in this Section, or attempt, permit, encourage, assist, or allow any other violation of these Terms of Use.
- 2.16. All other uses not expressly permitted in these Terms of Use are prohibited.

3. Copyright and Intellectual Property

- 3.1. The content of our Website and namely but not exclusively the texts, marks, logos, diagrams, photographs, videos, sounds, music, layout, designs, know-how, technologies, products, and processes are the property of IRONHAWK or are used with the authorization of the owners, and accordingly are protected by intellectual property rights, including copyright, trademarks, patents.
- 3.2. Other than the rights granted in Section 2, no license or rights to use the IRONHAWK content of the Website is granted to You.

4. Procedure for Making a Claim of Copyright Infringement

We respect the intellectual property of others. If you believe that your work has been copied and is accessible on the Website in a way that constitutes copyright infringement, please contact us at sale@ironhawkindustrial.com with the subject DMCA Notice to report possible copyright infringement according to the procedures outlined in the U.S. Copyright Act.



5. ELECTRONIC COMMUNICATIONS

- 5.1. When you use or access the Website, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site, and you can retain copies of these communications for your records.
- 5.2. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

6. Privacy and Information Deemed Non-Confidential

- 6.1. Any personally identifying data and information that you may send via the Internet to our Website are protected and treated according to our www.ironhawkindustrial.com/privacy-policy. Please read the Privacy Policy carefully before providing us with any personally identifying data and information.
- 6.2. Any other information or material communicated to IRONHAWK through the Internet, by electronic mail or otherwise, including any data, questions, comments, suggestions, ideas, graphics or the like, are and will be treated as non-confidential and non-proprietary. Anything you transmit or post becomes the property of IRONHAWK and may be freely used for any purpose, including reproduction, disclosure, transmission, publication, broadcast and posting. Specifically, IRONHAWK may use any ideas, concepts, know-how, or techniques contained in any such communication for any purpose whatsoever without any compensation.
- 6.3. By submitting information, you represent and warrant that you own the material/content submitted, that it is not defamatory, and that IRONHAWK's use of the materials/content will not violate the rights of any third party.

7. Disclaimer of Warranties

- 7.1. ALL MATERIAL AND CONTENT ON THE WEBSITE ARE FURNISHED TO YOU "AS IS" AND WITHOUT GUARANTY OF ANY SORT, EXPRESS OR IMPLIED, INCLUDING, AMONG OTHERS, THE IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR IMPLIED WARRANTY OF NON-INFRINGEMENT.
- 7.2. IRONHAWK DOES NOT WARRANT THAT ITS WEBSITE OR THEIR CONTENT WILL BE SUITABLE FOR YOUR PURPOSES, BE AVAILABLE WITHOUT INTERRUPTION, BE TIMELY, BE SECURE OR BE FREE OF ERROR.



7.3. SOME JURISDICTION MAY NOT ALLOW CERTAIN LIMITATIONS OF WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

7.4. Any advice or information obtained from IRONHAWK or during the use of the Website, may not be interpreted as any warranty which is not expressly provided for in the present Terms of Use.

8. Limitation of Liability

8.1. Your access, use, browsing and navigation on our Website is at your own risk.

8.2. NEITHER IRONHAWK NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE WEBSITE, MAY BE HELD LIABLE FOR ANY DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, ANY INJURY TO REPUTATION, COSTS, LOSSES, DECREASE IN TURNOVER OR PROFITS OR LIABILITIES OF ANY NATURE WHATSOEVER (EVEN IF THE POSSIBILITY OF SUCH DAMAGE WAS KNOWN OR COULD HAVE BEEN KNOWN BY IRONHAWK), ARISING FROM YOUR ACCESS TO, OR USE OF THE WEBSITE OR THEIR CONTENT.

8.3. ALL MATERIALS WHICH YOU DOWNLOAD OR OBTAIN BY ANY MANNER DURING THE USE OF OUR WEBSITE ARE PROVIDED AT YOUR OWN RISK.

8.4. IRONHAWK assumes no liability for any harmful code which could affect your computer equipment or other property by reason of your access to, use or downloading of any material from our Website.

8.5. IRONHAWK reserves the right to interrupt or discontinue any of the functionality of its Website. IRONHAWK accepts no responsibility or liability whatsoever for interruptions or discontinuances of the functionality of its Website resulting from actions or omissions of IRONHAWK or any third party.

9. Indemnification

You agree to defend (at IRONHAWK's option), indemnify, and hold the IRONHAWK harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Website or any breach by you of these Terms of Use. IRONHAWK reserves the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with IRONHAWK, if and as requested by IRONHAWK, in the defense and settlement of such matter.

10. Change of Information

Our Website may contain inaccuracies or errors. IRONHAWK may in its sole discretion, make changes, corrections and/or improvements to such content any time without prior notice.



11. Third Party Content

Our Website may contain images, text and other content from third parties (“Third Party Content”). IRONHAWK has no control over such Third Party Content and provides such Third Party Content AS-IS for the convenience of its users. If you have questions or comments regarding any Third Party Content on the Website, please direct them to the owner of the Third Party Content’s attention.

12. Links

- 12.1. Our Website may contain hypertext links leading to websites that are not controlled by IRONHAWK. IRONHAWK is not responsible for these sites and disclaims all liability related to their content, legality, accuracy or functions.
- 12.2. Other than for personal use, You may not create a hyperlink to our Website without our prior written consent.

13. Termination

- 13.1. These Terms of Use are effective unless and until terminated by IRONHAWK.
- 13.2. We may terminate these Terms of Use at any time and may do so immediately without notice, and deny you access to the Website, if in our sole discretion you fail to comply with any term or provision of these Terms of Use.
- 13.3. The following sections will survive any termination of these Terms of Use: “Use of the Website,” “Copyright and Intellectual Property,” “Privacy and Information Deemed Non-Confidential,” “Disclaimer of Warranties,” “Limitation of Liability,” “Indemnification,” “Termination,” “Applicable Law,” “Arbitration,” and Miscellaneous”.

14. Applicable Law

These Terms of Use will be governed by and construed under the laws of the United States (including federal arbitration law) and the State of Ohio, without regard to conflicts of law principles.

15. Arbitration

- 15.1. PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. Using or accessing the Website constitutes your acceptance of this Arbitration provision. Please read it carefully as it provides that you and IRONHAWK will waive any right to file a lawsuit in court or participate in a class action for matters within the terms of the Arbitration provision.



- 15.2. Any controversy or claim ("Claim") you have arising out of or relating to these Terms of Use shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes.
- 15.3. Any such Claim shall be brought solely by you as an individual and not as part of, or as a representative of, a class.
- 15.4. The arbitration shall be held in Cleveland Ohio.
- 15.5. All submissions to the arbitrator, the proceedings and the award shall be confidential.
- 15.6. The arbitration shall be conducted on an expedited basis with minimal discovery.
- 15.7. The arbitrator's award shall be final and binding.
- 15.8. The courts of the State of Ohio and/or the United States District Court for the Northern District of Ohio shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise.
- 15.9. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE.
- 15.10. IRONHAWK reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to these Terms of Use.
- 15.11. Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision's restriction on your right to participate in or pursue a class action or classwide arbitration shall be brought only in the United States District Court for the Northern District of Ohio or Cuyahoga County State court.

16. Miscellaneous

- 16.1. These Terms of Use constitute the entire agreement between IRONHAWK and yourself relating to the access and use of the Website and their content.



- 16.2. The fact that does not enforce a right attributed to IRONHAWK under these Terms of Use or under the law may not be construed as a waiver by IRONHAWK to invoke and enforce its rights.
- 16.3. In case any one or more of the provisions contained in these Terms of Use should be held invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired.
- 16.4. The headings to sections in these Terms of Use are for purposes of convenience only and do not affect the meaning or interpretation of this Agreement.

17. How to Contact Us

If you have any questions or comments, please contact us at sales@ironhawkindustrial.com.

Please note that e-mail communications will not necessarily be secure; accordingly, you should not include credit card information or other sensitive information in your e-mail correspondence with us.