

## TERMS OF USE

This website ("site") is operated by Chromalloy Gas Turbine LLC ("Chromalloy" or "we", "us" and "our"). Your access and use of this website is subject to and governed by these Terms of Use and all applicable laws. Chromalloy may revise and update these Terms of Use at any time and in its sole discretion, and such revisions are binding on site users. Your use of this site constitutes your agreement to these Terms of Use.

### **Accuracy and Timeliness of Information**

Chromalloy is not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. All content on this website is presented only as of the date published or indicated and may be superseded by subsequent information, market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on the site. You agree that it is your responsibility to monitor changes to the site.

### **Restrictions on Use**

Any person using this website is permitted to view, store, bookmark, download and print individual website pages for personal and non-commercial purposes only provided you do not alter the original website content, including all legal notices and legends. Prior permission is required for (i) any commercial use of materials on this website; (ii) making more than minimal copies of website materials; and (iii) copying large portions of our website, such as by bots, robots or spiders that "harvest" the website. If you seek permission for such use of our website, please contact us at 561-935-3571. Any other use of content on the site, including but not limited to the modification, distribution, transmission, performance, broadcast, publication, uploading, licensing, reverse engineering, transfer or sale of, or the creation of derivative works from, any material, information, software, products or services obtained from the site, or use of the site for purposes competitive to Chromalloy, is expressly prohibited. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

### **Linking and Framing**

We do not permit others to frame this website or any portion thereof. We are responsible only for the content of our own website. Our website may link to other websites, over which we have no control. These links are provided as a convenience to you and as an additional avenue of access to the information contained therein. We have not necessarily reviewed all the information on those other sites and are not responsible for the content of those or any other sites or any products or services that may be offered through those or any other sites. Inclusion of links to other sites should not be viewed as an endorsement of the content of linked sites. Different terms and conditions may apply to your use of any linked sites. Chromalloy is not responsible for any losses, damages or other liabilities incurred as a result of your use of any linked sites. You should review the privacy policies and terms of use of all other websites that you visit, including any websites linked to this site.

### **Unauthorized Use**

You may not use contact information provided on the site for unauthorized purposes, including marketing. You may not use any hardware or software intended to damage or interfere with the proper working of the site or to surreptitiously intercept any system, data or personal information from the site. You agree not to interrupt or attempt to interrupt the operation of the site in any way. Chromalloy reserves the right, in its sole discretion, to limit or terminate your access to or use of the site at any time without notice. Termination of your access or use will not waive or affect any other right or relief to which Chromalloy may be entitled at law or in equity.

## **Ownership**

All content included on this website, including, without limitation, videos, graphics, logos, icons, images, audio clips, downloads, articles and other materials, is the exclusive property of and owned by Chromalloy, its licensors or its content providers and is protected by copyright, trademark and other applicable laws. Nothing contained on the website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed on this website without the written permission of Chromalloy. Your use of the trademarks displayed on this website, except as provided herein, is strictly prohibited. Chromalloy reserves all rights not expressly granted in and to the site and its content. This site and all of its content, including but not limited to text, design, graphics, interfaces and code, and the selection and arrangement thereof, is protected as a compilation under the copyright laws of the United States and other countries.

## **Indemnification**

You agree to defend, indemnify, and hold Chromalloy and its affiliates, employees, contractors, agents, licensors, suppliers, and content provider(s) harmless from and against any claims, actions or demands, liabilities and settlements, including, without limitation, reasonable attorney's fees and court costs, resulting from, or alleged to result from, your violation of these Terms of Use or if you cause a technical disruption of the site or the systems transmitting the site to you or others.

## **GENERAL DISCLAIMER**

USE AND BROWSING OF THE SITE IS AT YOUR OWN RISK. NEITHER CHROMALLOY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, CONTRIBUTING TO, OR DELIVERING THE SITE IS LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE IS PROVIDED TO YOU ON AN "AS IS" BASIS, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND FREEDOM FROM COMPUTER VIRUS. THIS DISCLAIMER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUSES, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, YOUR LOSS OF PROFITS, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, LOSS OR USE OF ANY RECORD OR DATA, AND ANY OTHER TANGIBLE OR INTANGIBLE LOSS. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH CHROMALLOY IS TO DISCONTINUE YOUR USE OF THE SITE. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED.

## **Privacy**

You agree that your use of the Site is also subject to the [Privacy Policy](#) which is part of these Terms of Use.

## **Jurisdiction and Applicable Law**

The laws of the State of New York govern these Terms of Use and your use of the website, and you irrevocably consent to the jurisdiction of the courts located in the County of New York for any action arising out of or relating to these Terms of Use. We recognize that it is possible for you to obtain access to this site from any jurisdiction in the world, but we have no practical ability to prevent such access. This site has been designed to comply with the laws of the State of New York and of the United States. If any material on this site, or your use of the site, is contrary to the laws of the place where you are when you access it, the site is not intended for you, and we ask you not to use the site. You are responsible for informing yourself of the laws of your jurisdiction and complying with them.

## **To Contact Us**

If you have any questions or comments about these Terms of Use or this site you can contact us by:

- Writing us at:  
Chromalloy  
ATTN: Marketing Communications  
3999 RCA Boulevard  
Palm Beach Gardens, FL 33410  
United States
- Calling us at: +1 561-935-3571

**DATE OF LAST UPDATE: May 10, 2018**

© 2018 Chromalloy Gas Turbine LLC. All rights reserved.