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Leading Process Equipment Innovation



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## Terms of Use

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### 1. Scope

These Terms of Use govern your access to, and use of, the Site. In using the Site, you agree to these Terms of Use on your own behalf, and if you are accessing the Site in your capacity as an employee, on behalf of your employer.

### 2. Access

The Site will generally be available to authorized users. However, MPT may at any time, in its sole discretion, modify, or remove from the Internet, the Site without notice to you, and without any liability to you for such modification or removal. In addition, any access of, or attempt to access, equipment, software or information of MPT or any third party not generally available to authorized users of the Site in connection with their use of the Site is prohibited. If (a) you use the Site on behalf of an employer, (b) adopt a user name and password to access certain portions of the Site, and (c) your employment with such employer terminates, you must immediately notify MPT in writing of such termination, and your right to access any portion of the Site requiring your user name and password will immediately expire.

### 3. Permitted Use

You may access and use the Site only for any legitimate business purpose; provided, however, that you may not use the Site for any purpose prohibited by (a) MPT, in its sole discretion, after you receive notice of such prohibition, (b) these Terms of Use, or (c) any applicable law. Without limiting the generality of the preceding sentence, you may not use the Site to (a) defame or harass MPT or any third party, (b) promote inflammatory, obscene or other objectionable content, (c) infringe any intellectual or industrial property rights of MPT or a third party, (d) engage in any fraudulent conduct, or (e) send spam, or malware, viruses or other harmful code,



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over the Internet.

#### 4. **Additional Provisions**

There may be additional terms and conditions contained elsewhere on the Site that relate to your use of certain portions of the Site. When applicable, your use of the Site is subject to these additional terms and conditions. For example, if you desire to purchase products or license software from MPT (or an MPT Affiliate) through the Site, when requested to do so, you must accept the additional terms and conditions contained elsewhere on the Site that relate to such purchase or license, as applicable. In the event of a conflict between these Terms of Use and such additional terms and conditions, the former will control.

#### 5. **User Name and Password**

In order to access certain portions of the Site, you may be required to adopt and use a user name and password that comply with whatever protocol is from time to time established by MPT. You (a) are responsible for selecting your own user name and password, and maintaining their confidentiality, and (b) must immediately notify MPT in writing of any unauthorized access to, or use of, your user name or password. MPT will not have any responsibility or liability to you or any third party for your failure to keep your user name or password confidential, and may at any time, in its discretion, disable your user name or password for any reason without notice to you. In addition, MPT may rely on any use of your user name and password, whether by you or a third party, as having been authorized by you, unless you have previously notified MPT in writing of any unauthorized access to, or use of, your user name and password, and MPT has had a reasonable opportunity to act on such notice.

#### 6. **Content**

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You may only make copies of, or otherwise use, any Content (a) to learn about MPT or an MPT Affiliate, or any products or services of MPT or an MPT Affiliate, (b) in connection with your acquiring products or services, or enjoying the benefits of products or services previously acquired, from MPT, an MPT Affiliate or an authorized distributor of MPT or an MPT Affiliate, or (c) as otherwise authorized in



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writing by MPT.

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#### 7. Disclaimer

**THE SITE AND ALL CONTENT ARE MADE AVAILABLE TO YOU “AS IS” AND WITHOUT ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, MPT DOES NOT WARRANT OR REPRESENT THAT (A) THE SITE WILL ALWAYS, OR AT ANY TIME, BE AVAILABLE FOR USE, (B) ANY USE OF THE SITE OR ACCESS TO ANY CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, (C) DEFECTS IN THE SITE OR ANY CONTENT WILL BE CORRECTED, (D) THE SITE IS FREE OF MALWARE, VIRUSES OR OTHER HARMFUL CODE, (E) ANY CONTENT IS ACCURATE, COMPLETE OR SUFFICIENT FOR YOUR PURPOSES, OR (F) ANY CONTENT IS OWNED OR LICENSED BY MPT OR ANY MPT AFFILIATE.**

#### 8. Links

The Site may from time to time be linked to other websites that are not maintained by MPT. MPT is not responsible for any content contained on, or otherwise with respect to, such other websites. No link from the Site to another website, or from another website to the Site, is an endorsement, sponsorship or recommendation by MPT of such other website, and the link is provided only for your convenience. MPT will have no responsibility or liability to you arising from any link between the Site and another website.

#### 9. Your Information

In using the Site, you may furnish to MPT content and other information or MPT may otherwise acquire content or other information from you (collectively “User Information”). MPT’s rights and obligations with respect to User Information are governed by MPT’s privacy policy, which is available for your review on the Site, (the “Privacy Policy”) and these Terms of Use. To the extent there is a conflict or inconsistency between these Terms of Use and the Privacy Policy, the latter shall control.

Except as expressly set forth in the Privacy Policy, you hereby grant to MPT and each MPT Affiliate a non-exclusive, perpetual, and fully-paid license to copy,



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disclose, enhance, modify, transfer, use and otherwise exploit all User Information for any legitimate business purpose anywhere in the world and without any compensation or other consideration to you.

All User Information furnished by you to MPT while using the Site must be accurate and complete in all respects, unless by its nature such content or other information is not intended to be accurate or complete. In addition, you must immediately update all User Information to maintain its accuracy and completeness. Any User Information posted by you on the Site may be removed by MPT, in its discretion, at any time, for any reason and without any notice to you.

#### 10. **Limitation on Liability**

**NEITHER MPT NOR ANY MPT AFFILIATE WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES INCURRED BY YOU IN CONNECTION WITH (A) YOUR USE OF, OR INABILITY TO USE, THE SITE OR ANY CONTENT, (B) ITS TAKING ANY ACTION PERMITTED BY THESE TERMS OF USE, OR (C) ANY OTHER MATTER RELATING TO THE SITE OR ANY CONTENT, WHETHER BASED ON BREACH OF CONTRACT, TORT OR OTHER THEORY OF LIABILITY, (COLLECTIVELY “COVERED CLAIMS”), EVEN IF THE POSSIBILITY OF SUCH DAMAGES COULD HAVE BEEN FORESEEN BY MPT. IN ADDITION, EXCEPT ONLY IN THE CASES OF GROSS NEGLIGENCE AND INTENTIONAL MISCONDUCT BY MPT OR AN MPT AFFILIATE, NEITHER MPT NOR ANY MPT AFFILIATE WILL BE LIABLE FOR DIRECT DAMAGES IN CONNECTION WITH COVERED CLAIMS IN EXCESS OF THE AGGREGATE AMOUNT PAID BY YOU FOR ALL PRODUCTS ACQUIRED BY YOU FROM MPT (OR AN MPT AFFILIATE) IN THE CALENDAR YEAR IN WHICH SUCH LIABILITY ARISES.**

#### 11. **Indemnification**

You must indemnify, defend and hold harmless MPT and each MPT Affiliate from and against all costs, damages, expenses, fines, indebtedness, liabilities, losses, penalties and other payments incurred by MPT or such MPT Affiliate (including, but not limited to, fees and disbursements of counsel) in connection with (a) your use of the Site or any Content, (b) your failure to perform any of your obligations pursuant to these Terms of Use, (c) MPT’s taking any action permitted by these Terms of Use, and (d) any other matter relating to the Site or any Content, except to the extent such costs, damages, expenses, fines, indebtedness, liabilities, losses, penalties or other payments are incurred by MPT or an MPT Affiliate solely due to the gross negligence or intentional misconduct of MPT or an MPT Affiliate.

#### 12. **Notice**



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You may send notices to MPT at [feiaftermarket@idexcorp.com](mailto:feiaftermarket@idexcorp.com), or by regular mail to IDEX MPT Inc., Attn: Aftermarket and Customer Care, 832 Industrial Drive, Elmhurst, Illinois 60126. Any such notice will be effective upon actual receipt by MPT. MPT may send notices to you through e-mail, regular mail or a general posting on the Site. Any such notice will be effective (a) immediately upon MPT's sending such notice to the address it has in its records for you in the case of e-mail, (b) five days after MPT's sending such notice to the address it has in its records for you in the case of regular mail, and (c) immediately upon your entering the Site after such notice is posted on the Site.

### 13. **Disputes**

These Terms of Use shall be governed by, and interpreted and enforced in accordance with, the internal law of the state of Illinois, without regard to its principles of conflict of laws. You and MPT (a) will submit any dispute relating to the Site, any Content, these Terms of Use or any additional terms and conditions provided elsewhere on the Site, or any products or services acquired by you through the Site exclusively to any court located in the county of Dupage, Illinois, and (b) having subject matter jurisdiction over such dispute. You consent to such court's being, and waive any objection (including, but not limited to, any objection based on inconvenience) you may have to such court's not being, a proper venue for such dispute.

### 14. **Severability**

Whenever possible, each provision of these Terms of Use shall be interpreted in such a manner as to be effective and valid under applicable law. If, however, any such provision shall be prohibited by, or invalid under, such law, it shall be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder of such provision, or any other provision of these Terms of Use being prohibited or invalid.

### 15. **Amendments**

MPT may amend these Terms of Use at any time by posting such amendment on the Site. You will be bound by such amendment (a) immediately upon an e-mail message with respect to such amendment being sent to you at the address MPT has in its records for you, (b) five days after notice with respect to such amendment being sent to you by regular mail to the address MPT has in its records for you, (c) immediately upon your entering the Site after a general notification has been posted on the Site that these Terms of Use have been amended, or (d) immediately upon your accepting these Terms of Use, as so amended, when entering the Site, in each case regardless of whether or not you have actually read or assented to such amendment.



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## 16. Miscellaneous

These Terms of Use (a) inure to the benefit of, and are binding upon, you and MPT and each of your and MPT's successors and assignees, except that you may not assign any of your rights or obligations under these Terms of Use without first obtaining the written consent of MPT, and (b) constitute the entire agreement between you and MPT with respect to their subject matter, and supersede all prior oral and written proposals, representations, understandings and agreements (including, but not limited to, any general terms and conditions used by you in the ordinary course of your business). Each MPT Affiliate is a third-party beneficiary of Sections 7, 9, 10 and 11 of these Terms of Use.

**MPT does not knowingly tolerate, or do business with, suppliers that engage in slavery or human trafficking of any kind.**

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