

**ORDER.COVESTRO.COM**

**ACCESS AGREEMENT and CONDITIONS OF SALE**

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**PLEASE READ THIS DOCUMENT CAREFULLY. This is the Access Agreement and Conditions of Sale (the "Agreement") upon which you may access the information and services available through this Web Site (as defined below) and which govern your company's sales transactions with Covestro LLC ("Covestro"). Unless otherwise specified, "you" and "User" shall mean you and your company. Access to Order.Covestro.com is absolutely conditioned upon your acceptance and assent to the terms and conditions contained herein. If you cannot agree to all of the terms of this Agreement, the button indicating non-acceptance must be selected and you must not proceed with access to Order.Covestro.com.**

Covestro has developed and offers a computerized system which provides its customers with access to purchase, account and order information ("**Account Information**") through a web site available over the Internet at URL <http://www.Order.Covestro.com/> (the "**Web Site**").

You have requested access to the Web Site and Covestro is willing to make access to the Web Site available according to the terms of this Agreement.

**1. Access to Web Site and Use of Data.**

Covestro hereby grants to you a revocable, nonexclusive, non-transferable license to access the Web Site through User Identities (as defined below) issued by Covestro to you and you accept such access, subject to your acceptance of the terms and conditions set forth in this Agreement. Except as

expressly permitted herein, you may not modify, copy, distribute, transmit, reproduce, publish, license, transfer, sell, frame, link to, or otherwise use any information obtained from this Web Site.

## **2. Your Responsibilities.**

(a) By requesting access to this Web Site from Covestro and each time you access the Web Site, you are stating to Covestro that you personally: (i) are 18 years of age or older; (ii) are using your actual identity and are providing to Covestro accurate and complete information, (iii) are authorized by your company to access the Web Site, and (iv) will not violate any local, state, national, or international laws or regulations by registering with and using the Web Site.

(b) Use of this Web Site requires a User Identity consisting of both a user name and password ("User Identity"). A User Identity must not be revealed or otherwise shared with anyone other than the original individual to whom the User Identity was issued. Anyone with knowledge of your User Identity can gain access to your information on this Web Site. Therefore, all User Identities must be kept secret and confidential. You are solely responsible for the confidentiality and use of your User Identity, as well as for any communications made to Covestro under your User Identity. Covestro will assume that any person using the Web Site with your User Identity is you. You should not configure your operating system to "remember" and automatically provide a User Identity when accessing the Web Site. You must properly log off and terminate each session at the Web Site to prevent unauthorized access. You must immediately notify Covestro at 1-877-229-3766 if you become aware of any loss or theft of your user name or password or any unauthorized use of your User Identity. Covestro reserves the right in its sole discretion, without notice, to revoke any User Identity or require you to change your User Identity, whether for Web Site security or for other purposes.

(c) You can make changes to your password by calling 1-877-229-3766 or directly within Order.Covestro.com by clicking on My Center/My Preferences "Change Password" button. If you 1-877-229-3766, you will be asked to provide verification before

any changes will be made.

(d) You agree that the Web Site will be used solely for the purposes and functions contemplated by this Agreement and that you shall refrain from using the Web Site for any other purpose ("Prohibited Conduct"). "Prohibited Conduct" on the Web Site shall include, but is not limited to, generation of message activity with the Web Site of such speed or volume that may lead to malfunctions or degradation of Web Site performance; accessing, tampering with or using areas of the Web Site or Covestro's computer systems that exceed the scope of your authorization; tampering with or attempting to access other user accounts or information of other users; attempting to gather and use information available from the Web Site to transmit any unsolicited advertising; and the knowing transmission of any viruses or malicious code or computer programming routines that may be introduced to the Web Site or other computer network systems of Covestro as a result of your access thereto. You shall be strictly liable to Covestro for any losses, claims or other damages it may incur as a result of any viruses, malicious code or computer programming routines that are knowingly introduced to the Web Site or other computer network systems of Covestro as a result of your access thereto.

(e) Actual or attempted unauthorized use of the Web Site may result in criminal and/or civil prosecution. For your protection, Covestro reserves the right to view, monitor, and record activity on the Web Site without notice or permission from you. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity on the Web Site. Covestro will also comply with all court orders involving requests for such information.

IF YOU HAVE NOT BEEN NOTIFIED BY COVESTRO THAT YOU HAVE BEEN NAMED AS A "GATEKEEPER", SECTION 3 BELOW DOES NOT APPLY TO YOU.

### **3. Gatekeeper Responsibilities.**

As a Gatekeeper, you are your company's duly authorized agent to act on behalf of your company on all matters related to

the Web Site. If you have been named as a Gatekeeper, the following provisions apply to you and you are accepting them on your company's behalf:

(a) Only Gatekeepers can request access for new Users. For your convenience, there are three ways in which Gatekeepers may request access for new Users. (i) Gatekeeper can contact their Covestro Customer Service Representative or Salesperson to designate the individuals who will have the right to access the Web Site on behalf of your company ("Designated Employees"). Gatekeeper will provide to Covestro the name and title of Designated Employees along with an individual business e-mail account for each such Designated Employee along with a description of access level rights, where applicable. (ii) If the Gatekeeper chooses, the same process may be done by the Gatekeeper by clicking on the Administration/Users "Add User" link and completing the required fields. (iii) Requests for access to Order@Covestro can be done by going to the Order.Covestro.com site and clicking on Request New Account. Covestro reserves the right to refuse access to new Users requested by Gatekeeper. Where Covestro agrees to provide access to Users per Gatekeeper's request, such Users will be notified via e-mail of their Order.Covestro.com User Identification along with a link to the Web Site.

(b) Your company will be solely responsible for and will immediately notify Covestro of any change in access rights whether such change (i) involves the termination of access rights due to termination of employment or the loss or theft of a user name or password; or (ii) any other change in access rights ("Access Control Administration"). Access Control Administration requests made by Gatekeeper will be implemented by Covestro within one business day of Covestro's receipt of Gatekeeper notification. Except as expressly set forth herein, Covestro will not, and has no obligation to, respond to requests to add Designated Employees and/or requests for Access Control Administration tasks submitted by anyone other than duly appointed Gatekeepers.

(c) Subject to any disclaimers or limitations of liability set forth or incorporated by reference herein, your company shall indemnify, defend and hold harmless Covestro, its past and present directors, affiliates, partners, officers, employees and agents (in such capacity, an "Indemnified Party") from and against all liabilities, damages and expenses, claims for damages, suits, proceedings, recoveries, judgments or

executions (including but not limited to litigation costs, expenses, and reasonable attorneys' fees) (collectively, "Damages") which may be suffered by, accrued against, charged to or recoverable from Covestro, its past and present directors, affiliates, partners, officers, employees or agents by reason of or in connection with acts or omissions in the access, use, maintenance or operation of this Web Site by you or your company or by any of its directors, affiliates, partners, officers, employees or agents.

#### **4. Conditions of Sale.**

Your company's orders and all aspects of sales transactions between you and Covestro are governed by Covestro's Conditions of Sale, which are available at [Link](#) and may also be obtained by written request to Covestro. If you have a signed sales contract currently in effect with Covestro, to the extent such written sales contract conflicts with Covestro's Conditions of Sale, the terms of the written sales contract shall govern. The remainder of the terms and conditions set forth in Covestro's Conditions of Sale shall otherwise apply. Covestro's acceptance of your company's offer to purchase or your company's purchase order is expressly made conditional on your company's assent to Covestro's Conditions of Sale. All other terms and conditions are expressly rejected.

#### **5. Disclaimer of Warranties.**

(a) ALL INFORMATION AND SERVICES PROVIDED BY COVESTRO THROUGH THE WEB SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COVESTRO DISCLAIMS AND YOU HEREBY WAIVE ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, TITLE, NONINFRINGEMENT, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, ANY WARRANTY OF COMPATIBILITY BETWEEN THE WEB SITE AND EQUIPMENT OR SOFTWARE OWNED OR OPERATED BY YOU, OR ANY LIABILITY IN NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE WEB SITE, EQUIPMENT, SOFTWARE, OR DATA. YOU AGREE THAT COVESTRO SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, INCLUDING, BUT

NOT LIMITED TO, LOSS OF REVENUES, EVEN IF COVESTRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Covestro's liability for damages hereunder shall in no event exceed \$5,000. Covestro makes no warranties, express or implied, that the use of Order@Covestro does not infringe any patent of any third party.

(b) Covestro will endeavor to provide accurate and up-to-date information on the Web Site; however, because of time lags in synchronizing the information on the Web Site with data in other Covestro information systems, you acknowledge that the information and services available on the Web Site may include inaccuracies or typographical errors. Covestro shall not be liable to you nor deemed to be in default of this Agreement, on account of any delays, errors, malfunctions, compatibility problems or breakdowns with respect to the Web Site, data or services provided hereunder, unless such delay, error, malfunction or breakdown results solely from the gross negligence or willful misconduct of Covestro.

(c) This Website may provide hyperlinks to other sites on the Internet. The other sites so linked have not been reviewed by us and are maintained by third parties over which we exercise no control. We expressly disclaim any responsibility for the i) content or accuracy of information contained on such linked sites; ii) quality of any product or service provided by or advertised by any linked site. We neither endorse nor make any representation regarding any linked site.

## **6. Technical Support.**

Technical support regarding the use of the Web Site is available 24 hours a day, seven days a week. Support will be available by phone at 1-877-229-3766.

You acknowledge that technical support to be provided by Covestro is limited to the use of the Web Site itself and does not include "help desk" assistance or similar user or technical support to you with regard to interactions between the Web Site and your hardware and/or software. You will be solely responsible for all such support. Although Covestro personnel may attempt to offer assistance with such interactions between the Web Site and your hardware and/or software, such issues

are beyond the scope of Covestro's obligations hereunder and any advice as to such interactions shall be offered at your sole risk and by requesting and accepting access to this Web Site, your company agrees to release Covestro from any losses, claims or other damages it may incur as a result of any advice given by Covestro personnel regarding interactions between the Web Site and your hardware and/or software.

## **7. Privacy Policy.**

Please see the [Order.Covestro.com](http://Order.Covestro.com) Privacy Statement for a summary of Covestro's personal data collection and use practices for the Web Site.

## **8. Term and Termination.**

(a) This Agreement shall become effective upon the date first written above and will continue until terminated by either party at any time thereafter immediately upon written notice to the other.

(b) Covestro reserves the right, in its sole discretion and without notice, (i) to revoke any User Identity; (ii) to require you to change your User Identity; or (iii) to deny, limit or terminate access to the Web Site or any portion thereof, whether for Web Site security purposes, for violation of the terms and conditions of use referenced herein, or for any other reason.

## **9. Contact Information.**

All notices, requests, demands or other communications to Covestro hereunder shall be in writing, hand delivered, sent by first class mail, overnight mail or facsimile transmission to email address provided by calling 1-877-229-3766. Notices to customers should be sent to the Gatekeeper by one of the foregoing means, using the information provided to Covestro upon appointment of Gatekeeper. Except as expressly noted in this Agreement or any of the agreements referenced herein, e-

mail transmissions will not be accepted for official notice purposes hereunder.

If you have questions regarding this Web Site or if you are interested in obtaining more information concerning Covestro's products and services, please refer to the "Member Services" section of this Web Site or 1-877-229-3766.

#### **10. Modifications.**

Covestro retains the right, in its sole discretion, to enhance, modify or alter the operation of the Web Site at any time and further retains the right to make such enhancements, modifications or alterations generally available to other users of the Web Site. Covestro shall use reasonable efforts to give the Gatekeeper for your company written notice prior to loading of enhancements, modifications or alterations, other than those corrective in nature, which would materially adversely affect the user interface provided to you.

#### **11. Title.**

A user of the Web Site shall use information acquired through Order.Covestro.com solely for monitoring and managing the business relationship such user has with Covestro, and its affiliates or subsidiaries and subject to terms and conditions governing the use of Covestro intellectual property set forth on the Web Site. Unless expressly provided in this Agreement or on the Web Site, Covestro does not grant any express or implied right(s) to you under any patent(s), copyright(s), trademark(s), or trade secret information through the Web Site. Accordingly, unauthorized use of any material contained on this Web Site may violate copyright laws, trademark laws, trade secret laws, the laws of privacy and publicity, and other regulations and statutes. All content ("Content") included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, is the property of Covestro and is protected by United States and international copyright laws. The compilation of all content on this site is the exclusive property of Covestro and protected by U.S. and international copyright laws.



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Covestro and other marks indicated on our Web Site are registered trademarks of Covestro, or Covestro's affiliates in the United States and other countries. Covestro's graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of Covestro, or its affiliates or subsidiaries. You may not use Covestro's trademarks and trade dress in any manner that is likely to cause confusion, or in any manner that disparages or discredits Covestro or its affiliates. All other trademarks not owned by Covestro, its affiliates or its subsidiaries that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Covestro or its affiliates or subsidiaries.

## **12. Events Beyond Covestro's Control.**

Covestro will use reasonable efforts to keep the Web Site available for your use; however, Covestro cannot and will not be responsible for any loss or unavailability of the Web Site or other failure to perform hereunder that results from a cause over which it does not have direct control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, or governmental restrictions.

## **13. General Provisions.**

No waiver by either party of any provision or any breach of this Agreement constitutes a waiver of any other provision or breach of this Agreement and no waiver shall be effective unless made in writing. The right of either party to require strict performance

and observance of any obligations hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing. Neither you nor your company will sell, assign, license, sub-license, or otherwise convey in whole or in part to any third party this Agreement or the services provided hereunder without the prior written consent of Covestro, except that your company may freely assign all rights, title, interest and obligations under this Agreement to any taker of all, or substantially all of its assets. This Agreement shall be considered a contract governed by Pennsylvania law and any disputes regarding this Agreement shall be heard by the state and federal courts located in Pittsburgh, Pennsylvania, USA, and each party consents to the exclusive jurisdiction of such courts. The Web Site is controlled and operated by Covestro from its offices within the United States. Covestro makes no representation that materials in the Web Site are appropriate or available for use in other locations, and access to them from territories where any of the contents of this Web Site are illegal is prohibited. Those who choose to access this Web Site from other locations do so on their own volition and Covestro is not responsible for their compliance with applicable local laws. If any part of this Agreement is 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 this Agreement shall continue in effect. This Agreement, together with the agreements and documents referenced herein, as such may be amended from time to time, constitute the final and complete understanding and agreement between the parties concerning the subject matter hereof. Any prior agreements, understandings, negotiations or communications written or otherwise are deemed superseded by this Agreement. This Agreement may be modified, and shall be superseded by a written agreement executed by an authorized representative of the parties hereto. Covestro reserves the right to change this Agreement from time to time. Any changes to this Agreement will be in writing and posted on the publicly accessible portion of this Web Site as applicable. The date of the latest changes will be indicated at the top of each document. You are advised to check the Agreement periodically for updates. Continued use of this Web Site following the posting of changes will mean that you agree to be bound by those changes.

