

# Aqua-Chem.com Terms of Use

**Effective Date: May 1, 20202**

Aqua-Chem.com is a website of AQUA-CHEM, INC. ("Aqua-Chem," "us," or "our").

Your access to and use of this website is subject to the following Terms and Conditions. Please read these Terms and Conditions carefully before accessing or using this website, so that you fully understand your rights and responsibilities. By accessing or using this website, you signify your agreement with these Terms and Conditions. These Terms and Conditions are agreed to by and between you and Aqua-Chem. In consideration for your use of and access to this website, and the promises and obligations in these Terms and Conditions, and intending to be legally bound, you and Aqua-Chem agree to all these Terms and Conditions. Please print a copy of these Terms and Conditions for your reference.

If you do not agree to the following Terms and Conditions, do not access or use this website, and instead contact Aqua-Chem in writing or via telephone as set forth below for desired information.

Aqua-Chem reserves the right to modify or amend these Terms and Conditions at any time. All changes are effective immediately upon their posting. Material changes will be announced and posted conspicuously on this website. By accessing the website following posting of changes to the Terms and Conditions, you agree to all such changes.

## **Site Information**

Aqua-Chem maintains this website for your personal information, education and business communication. Information displayed on this website is subject to modification without notice. Aqua-Chem reserves the right to modify such information without any obligation to notify past, current or prospective website users. Aqua-Chem makes no representations that the materials on this website are appropriate or available for use outside the United States. Those who do access this website from other countries are solely responsible for compliance with the laws of such country.

## **Website Content and Use of This Website**

The term "Content" refers to any text, graphics, logos, button icons, images, audio or video content, digital or printable downloads, compilations of the foregoing, or other materials that may appear on or may be produced by the website. Content does not include third party material or information ("Third Party Materials"), or materials that you submit or upload to us in use of our website ("Submissions", "Comment" or "Contact Forms/ Contact Us").

You retain your rights to the Submissions that you may submit or upload to us. You grant Aqua-Chem a worldwide, non-exclusive, royalty-free license to use, make, reproduce, modify, publish, display, transmit, display, and distribute the Submissions in any and all media, with a right to sublicense the foregoing solely for purposes of providing you our services.

## **Intellectual Property Rights**

All Content, and the design, selection, and arrangement thereof, except for Third Party Materials or Submissions, in any medium on this website is owned by Aqua-Chem or its suppliers or vendors, and is or may be protected by state, federal, or international law. 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 Aqua-Chem 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 Aqua-Chem or any third party is strictly prohibited and will be prosecuted to the fullest extent of the law.

## **Use of this Site**

If you access this website for your use in researching Aqua-Chem products, you may print material from this website for your personal use, provided you do not delete or modify any copyright, trademark, or other proprietary notices. You may not otherwise use, copy, modify, distribute, mirror, publish or transmit any portion of this website without the prior written consent of Aqua-Chem.

### **No Liability**

In no event will Aqua-Chem or any of its 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 Third Party Materials, Submission, or 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 Aqua-Chem has been advised of the possibility of such damages. Your sole and exclusive remedy is to discontinue your access to and use of the 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**

Aqua-Chem makes commercially reasonable efforts to ensure that all Content on this website is accurate and reliable; however, accuracy cannot be guaranteed. This website is provided by Aqua-Chem on an "AS IS" basis. Aqua-Chem 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. Aqua-Chem makes no warranty or representation regarding the results that may be obtained from use of this website, or use of Third Party Materials, or other material, information or data downloaded or otherwise obtained from this website, or regarding the accuracy or reliability of any information obtained from this website. Aqua-Chem does not warrant or guarantee (1) the accuracy, completeness, correctness, timeliness, or usefulness of this website, any Third Party Materials, or any other material, information or data downloaded or otherwise obtained through use of this website or (2) that use of this website or any materials on this website will meet any users requirement by uninterrupted, timely, secure or error-free. Aqua-Chem has no responsibility for the timeliness, deletion, mistaken delivery or failure to store any user communication.

You acknowledge and agree (1) that your use of this website is at your own discretion and risk, (2) that use of any material, information or data downloaded or otherwise obtained through the use of this website is at your own discretion and risk, and (3) that you are solely responsible for any damage to your computer system for loss of data that results from the download of such material, information or data, and for any other form of damage that may be incurred. Aqua-Chem does not warrant or guarantee 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. None of the parties involved in creating, producing, or delivering this website or its content, including Aqua-Chem, are 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 Aqua-Chem 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 Aqua-Chem. Such links are provided only as a service to our visitors. Aqua-Chem is not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked or linking website, unless specifically stated therein. Aqua-Chem has not reviewed all such websites and is not responsible for the corresponding content of such third-party websites, accuracy, or policies of any such websites. Your linking to any other pages or websites is at your own risk.

### **Privacy Policy**

AQUA-CHEM, INC. does not want to receive confidential or proprietary information from you through our website. Please note that any information or material sent to AQUA-CHEM, INC. will be deemed NOT to be confidential. By sending AQUA-CHEM, INC. any information or material, you grant AQUA-CHEM, INC. an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute

those materials or information, and you also agree that AQUA-CHEM, INC. is free to use any ideas, concepts, know-how or techniques that you send us for any purpose. However, we will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) we obtain your permission to use your name; or (b) we first notify you that the materials or other information you submit to a particular part of this site will be published or otherwise used with your name on it; or (c) we are required to do so by law. By your access and use of this website, you hereby agree to the terms of the Aqua-Chem Privacy Policy which are incorporated into these Terms and Conditions by this reference.

### **Indemnification**

You agree to indemnify, defend and hold harmless Aqua-Chem, its officers, representatives, directors, employees, consultants and agents from any and all losses, expenses, third-party claims, liabilities, damages and costs (including without limitation attorneys' fees) 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 and Conditions, including without limitation, your infringement of any intellectual property or other right of Aqua-Chem or any other person or entity.

### **Interpretation and Disputes**

These Terms and Conditions are governed by the laws of the United States and the State of Tennessee, without regard to any conflict of laws provisions. Venue is proper exclusively in Knox County, Tennessee with respect to any dispute arising under these Terms and Conditions, unless otherwise specifically agreed by Aqua-Chem in its sole discretion. In the event of any dispute, the prevailing party is entitled to recovery of its reasonable attorneys' fees and costs. If any provision of these Terms and Conditions is deemed unenforceable or invalid by a court or arbitrator, then the court or arbitrator will modify such provision to the minimum extent necessary to make such provision enforceable and valid. Should such modification prove impossible or impracticable then the provision will be severed and the remaining terms of these Terms and Conditions will be interpreted and read to give them maximum enforceability. Any cause of action or claim with respect to this website must be commenced within one (1) year after the action or claim arises.

### **Entire Agreement**

These Terms and Conditions, together with the Aqua-Chem [Privacy Policy](#), constitute the entire agreement between you and Aqua-Chem with respect to your access and use of this website and supersede all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by Aqua-Chem. These Terms and Conditions will inure to the benefit of Aqua-Chem's successors and assigns.

### **Contacting Us**

If you have any other questions or concerns regarding these Terms and Conditions, please contact us at:

Aqua-Chem, LLC  
Attention: Sales & Marketing  
3001 E. Governor John Sevier Hwy  
Knoxville, TN 37914  
United States

Email: [sales@aquachem.com](mailto:sales@aquachem.com)