

Kennametal Site Terms of Use

Welcome to www.kennametal.com ("Site"), the official website for Kennametal, Inc. ("Kennametal" or "we" or "us"). These Terms of Use and any additional terms and conditions of use applicable to specific areas of the Site, as they may be amended from time to time (collectively, the "Site Policy"), as well as all applicable laws, govern your use of the Site. Registration and certain other information submitted by you are subject to our applicable Privacy Policy, the terms and conditions of which are expressly incorporated herein by reference. For more information, see our Privacy Policy at <http://www.kennametal.com/en/kennametal/privacy.jhtml>. You understand that through your use of this Site, as well as any of the services offered on this Site (the "Services"), you consent to the collection and use (as set forth in the applicable Privacy Policy) of this information, including the transfer of this information for storage, processing and use by Kennametal and its affiliates.

By accessing, browsing and otherwise using the Site, you accept, without limitation or qualification, the Site Policy. If you do not agree with the Site Policy, you should discontinue use of the Site. We reserve the right to deny access to the Site or any features of the Site to anyone who violates the Site Policy or who, in our sole judgment, interferes with the ability of others to enjoy our Site or infringes the rights of others.

1. Ownership; Restrictions; Intellectual Property Notices.

"Content" means any data accessible on the Site, including without limitation, layout, color schemes, URLs, text, images, drawings, catalogs, videos, advertisements, graphics, audio files, software, interactive areas, intellectual property rights such as patents, copyrights, trademarks, service marks, logos and trade secrets, and any combination or derivative work thereof. The Site and all of the Content available on the Site are the property of Kennametal and/or our affiliates or their respective licensors, or other third parties, and are protected by copyright, trademark, and other intellectual property laws. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of Kennametal's rights or those of our affiliates or licensors, or other third parties, or that has not been authorized by us. More specifically, unless explicitly authorized in the Site Policy or by the owner of the materials constituting such Content, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any Content from the Site. You may, however, from time to time, download and/or print copies of brochures and catalogs found on the Site for your use in selecting and purchasing Kennametal products, provided that you keep intact all copyright, trademark registration and other proprietary notices.

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2. Disclaimer -- No Warranties; As Is.

THIS SITE, INCLUDING WITHOUT LIMITATION ALL CONTENT, SUBMISSIONS, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE, ARE PROVIDED TO YOU "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND YOU ASSUME THE ENTIRE RISK AS TO THE RESULTS AND THE PERFORMANCE OF THE SITE. WE HEREBY DISCLAIM AND YOU AGREE TO WAIVE ALL WARRANTIES OF ANY KIND WITH REGARD TO THE SITE OR ANY CONTENT, SUBMISSIONS, OR SERVICES PROVIDED ON THE SITE, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DO NOT GIVE ANY WARRANTIES OR UNDERTAKE ANY DUTIES WITH REGARD TO: THE AVAILABILITY OF THE SITE AT ANY PARTICULAR TIME, FUNCTIONALITY, TIMELINESS OF SERVICES, ACCURACY OR CURRENCY OF CONTENT, LACK OF VIRUSES OR OTHERWISE. KENNAMETAL DOES NOT WARRANT THAT THE SITE OR ANY PORTIONS THEREOF WILL OPERATE UNINTERRUPTED OR ERROR-FREE, AND GIVES NOTICE THAT IT IS POSSIBLE THAT THE SITE OR ONE OR MORE PORTIONS THEREOF OR FEATURES OR SERVICES AVAILABLE THROUGH THE SITE MAY BE OR BECOME INACCESSIBLE, UNAVAILABLE, OR INOPERABLE FROM TIME TO TIME OR PERMANENTLY. KENNAMETAL MAKES NO WARRANTY THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS. **Use of this Site is at your sole risk.** Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

3. Linking and Framing; Links to Third-Party Web Sites.

You may establish a hypertext link to our Site so long as the link does not state or imply any sponsorship, endorsement, affiliation or other connection of your website or service by Kennametal. However, you may not, without our prior written permission, frame or inline link or deep link any of the content of our Site, or incorporate into another website or other service any of our material, Content or intellectual property.

As a convenience to you, the Site may provide links to other Internet websites that are not under our control ("Third-Party Websites"). The products and/or information on such Third-Party Websites are promoted and sold by any such third party and not by Kennametal. If you click on a link for more information about a product or service offered by one of these Third-Party Websites, a new browser window will open, and you will be transported to one of these Third-party Websites and away from this Site. **Your visit to these Third-Party Websites, and any transactions or information gathering you engage in at such websites, are subject to the terms and conditions of such Third-Party Websites, not the terms and conditions of this Site. Any links on this Site to Third-Party Websites do not imply a business or other relationship, or an endorsement of such sites by us, unless specifically stated herein, and no such third party or Third-Party Website is authorized to make any representation or warranty on our behalf. You agree that in no event shall Kennametal be held liable in any manner for providing a link or reference to another Site.** You are solely responsible for protecting yourself, your device and your systems from worms, viruses, Trojan horses and any other harmful content.

4. Damages.

TO THE FULLEST EXTENT PERMITTED BY LAW AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, OR OTHER DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF INFORMATION, AND THE LIKE, ARISING OUT OF OR RELATING TO THIS POLICY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDIES, IF ANY, OTHERWISE PROVIDED UNDER THIS POLICY, AT LAW, OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE.

5. Prohibited Uses.

You agree not to engage in unacceptable use of the Site or any information therein which includes, without limitation, use of same to: (a) disseminate, store or transmit unsolicited messages, chain letters or unsolicited commercial e-mail; (b) disseminate or transmit material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (c) disseminate, store or transmit files, graphics, software or other materials that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person; (d) create a false identity or otherwise attempt to mislead any person or Kennametal as to the identity or origin of any communication; (e) interfere, disrupt or attempt to gain unauthorized access to any other computer network; (f) disseminate, store or transmit viruses, Trojan horses or any other malicious code or program; or (g) engage in any other activity specifically prohibited by the Site Policy or deemed by Kennametal to be in conflict with the spirit or intent of the Site Policy.

6. Representations & Warranties.

You represent and warrant to Kennametal that (a) you are over 18 years of age and have the power and authority to enter into and perform your obligations under this Site Policy; (b) all registration and other information provided by you is truthful, accurate and complete, including your legal name, home address, e-mail address and telephone number; and (c) you shall comply with all terms and conditions of this Site Policy, including, without limitation, the provisions of Section 5, Prohibited Uses, and Section 7, Indemnification. If you are a resident of a state, province or country that imposes additional or different age requirements for disclosure of personally identifiable information, by submitting such information, you hereby represent that your use of the Site, the provision of your personally identifiable information to us, and our use of such personally identifiable information as stated in our Privacy Policy, does not violate the applicable laws or regulations of such state, province or country.

7. Indemnification.

You agree to indemnify, hold harmless and defend Kennametal, its parent, affiliates, subsidiaries, shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorneys' fees, asserted by any person arising out of or relating to: (a) your use of, or inability to use, the Site and/or Services or information provided therein, including any data or work transmitted or received by you; (b) any unacceptable use of the Site, including, without limitation, any statement, data or content made, transmitted or republished by you which is prohibited by this Site Policy or applicable law; (c) unauthorized access or change to any Submission; and (d) any other matter relating to the Site.

8. Pennsylvania Law Governs; Exclusive Allegheny County Jurisdiction

The Site Policy and any dispute arising thereunder will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, U.S.A., without giving effect to the conflicts of law provisions thereof. The parties to the Site Policy agree and consent to the jurisdiction of and venue in the state or federal courts in Allegheny County, Pennsylvania, U.S.A. in all disputes arising out of or relating to the Site Policy or to access and use of the

Site. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If any part of the Site Policy is held to be invalid or unenforceable, that part, if possible, is to be construed to the fullest extent that would be deemed valid or enforceable, and all remaining portions of the Site Policy shall remain in full force and effect. Our failure to exercise or enforce any right or provision of the Site Policy shall not constitute a waiver of such right or provision.

9. No Payment for Submission of Comments, Ideas, and Other Information.

From time to time, the Site may afford you the opportunity to interact with Kennametal. You automatically grant us a royalty-free, perpetual, irrevocable, unrestricted, transferable, assignable, sublicenseable, nonexclusive, worldwide license to all possible rights and all possible media now known or later developed, to make, have made, use, offer to sell, sell, import, lease, or otherwise dispose of, modify, copy, sublicense, or display any submissions that you provide to us including, but not limited to, feedback or ideas regarding the Site, Content, comments, suggestions, ideas, concepts, photos, or other information including personal contact information (collectively, "Submissions") for any purpose, commercial or otherwise, without compensation to you. Except as expressly provided elsewhere in the Site Policy, Submissions shall not be subject to any obligation on our part, including, without limitation, any obligation of confidentiality, and we shall not be liable for any use or disclosure (including publication in any medium) of any Submissions. You agree to pay all fees, royalties, or other costs and expenses claimed by any third party arising out of your making any Submission. Kennametal reserves the right to delete, move or edit any Submissions that it determines, in its sole discretion, violate this Site Policy or are otherwise unacceptable.

10. General Practices regarding Use and Storage.

You acknowledge that Kennametal may establish general practices and limits concerning use of the Site, including without limitation, the maximum number of days that Submissions, whether photos, or other images, content or information, will be retained by the Site, the maximum number of Submissions that may be uploaded from an account on the Site, the maximum size and/or resolution of Submissions that may be sent from or received by an account on the Site, the maximum disk space that will be allotted on Kennametal's storage devices on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Site in a given period of time. You agree that Kennametal has no responsibility or liability for the deletion of or failure to store any Submissions, regardless of form or type, placed on, maintained, or transmitted by the Site. You acknowledge that Kennametal also reserves the right to log off or delete accounts that are inactive for an extended period of time. You further acknowledge that Kennametal reserves the right to modify these general practices and limits from time to time.

11. No Unsolicited Ideas or Materials Accepted; No Confidential Relationship.

Kennametal employs a large staff of engineers to develop new ideas. As a result, Kennametal does not accept any unsolicited ideas or materials for products or services, or even improvements to products or services ("Unsolicited Ideas and Materials"). Do not send to Kennametal, in any form or by any means, any Unsolicited Ideas and Materials. Any Unsolicited Ideas and Materials you post on or send to us via the Site are and shall be deemed to be Submissions and licensed to us as above set forth.

Your relationship with Kennametal is not a confidential, fiduciary, or other type of special relationship and your Unsolicited Ideas and Materials, and anything else submitted by you (such as any questions, comments, answers, correspondence, postings, and the like) will be treated as non-confidential and non-proprietary Submissions - regardless of whether you mark them "confidential", "proprietary", or the like. Kennametal will not assume any responsibility, obligation, or liability for the receipt or non-receipt of any of the foregoing or for the loss or destruction of any of the foregoing. Therefore, your decision to submit any Unsolicited Ideas and Materials to Kennametal does not place Kennametal in a position that is any different from the position held by members of the general public with regard to your Unsolicited Ideas and Materials. Kennametal's receipt of your Unsolicited Ideas and Materials is not an admission by Kennametal of their novelty, priority, or originality, and it does not impair Kennametal's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

12. Online Commerce.

Certain sections of the Site may allow you to purchase different types of products and services online. Kennametal's standard terms and conditions of sale apply to such purchases and can be found at https://konnnect.kennametal.com/b2b_kmt/b2b_kennametal/mimes/images/pdf/TOC.pdf.

All features, specifications and prices of products described on the Site are subject to change at any time without prior notice. We attempt to accurately display our products; however, we cannot guarantee that your computer or device will accurately display such products. Further, we attempt to provide up to date information regarding the availability of our products and the applicable pricing. Despite these efforts, the information on the Site may occasionally be inaccurate, incomplete or out of date. For example, certain products may be unavailable, may have different attributes than those listed, or have a different price than stated on the Site. In addition, we may make

changes in information about price and availability without notice. In the event of a pricing error on the Site, we reserve the right to cancel any orders resulting from such pricing errors. We reserve the right, without prior notice, to limit the order quantity on any product and/or to refuse service to any customer. We also may require verification of information prior to the acceptance and/or shipment of any order. Products and programs are subject to availability, credit approval and Kennametal's standard sales terms and conditions.

13. Customer Service.

If you have any customer service questions related to our products or services, please use our site at the following address: <http://www.kennametal.com/content/kennametal/en/support.html>.

14. Miscellaneous.

Members or other recipients of free or purchased merchandise from Kennametal are responsible for all applicable taxes and duties (including, but not limited to, country-specific import duties and taxes). By offering this Site, the Services, and any information, products or other content through the Site and/or Services, Kennametal does not purport to distribute to or solicit you or any person to use the Site, Services or such information, products or other content in jurisdictions where providing such is prohibited by law. You agree to comply with all local rules regarding online conduct and acceptable materials. You also agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of the Site or Services or the Site Policy must be filed within one (1) year after such claim or cause of action arose or be forever barred.

15. Changes to Terms and Conditions.

The terms of this Site Policy may change from time to time. When you visit the Site, you are bound by the version of this Site Policy that is in effect at the time of your visit. You agree to check for such amendments. If you cannot agree with such revised terms, discontinue use of the Site.