

Thank you for visiting the website located at [www.kesselco.com](http://www.kesselco.com) (the "Site" or "Website"), operated by Kessel Construction, Inc., a Pennsylvania corporation ("Kessel", "we", "us" or "our"). These Terms of Use ("Terms" or "Agreement") governs your use of and access to the Website.

By accessing, browsing, and/or using the Website, or by clicking to accept or agree to this Agreement when this option is made available to you, you accept, without limitation or qualification, the terms and conditions set forth in this Agreement as well as in our Privacy Policy, which is available at [www.kesselco.com/privacy-policy](http://www.kesselco.com/privacy-policy) and which forms a legally binding agreement. If you do not agree to any or all of the provisions found in this Agreement or our Privacy Policy, please immediately exit this Site, and refrain from using or accessing the Site. BY ACCESSING, BROWSING, AND/OR USING THE WEBSITE, YOU AGREE THAT YOU ARE EITHER (1) 18 YEARS OF AGE OR OLDER OR (2) 13 YEARS OF AGE OR OLDER AND HAVE HAD YOUR PARENT OR GUARDIAN REVIEW AND ACCEPT THESE TERMS ON YOUR BEHALF. If you are an individual using or accessing this Website on behalf of a business, company, entity, or other organization, you represent and warrant that you are authorized to bind such business, company, entity, or other organization to these Terms and you understand and agree that by agreeing to these Terms, you are doing so both individually and on behalf of such business, company, entity, or other organization. In such circumstances, the terms "user," "you," and "your" when used in this Agreement will refer both to you individually and to such business, company, entity, or other organization.

Access to and use of the Site and the information, materials, Content (defined below), products and services available through the same are subject to all applicable Laws and this Agreement. Except as set forth above, the terms "user," "you" and "your" when used in this Agreement mean any single, individual human user of the Site. We may change the terms and conditions set forth in this Agreement from time to time in our sole discretion and will provide you with ten (10) days' notice before the new terms and conditions come into effect by posting notice of the revised Agreement on the Website. Changes will apply prospectively only. Other than this notice, you will not be provided with specific notice of the new and applicable terms and conditions. The latest Agreement will be posted on the Site, and you should always review this Agreement prior to using or accessing the Site to ensure that you have a current understanding of the Agreement under which you are permitted to access and use this Site. Your continued use of or access to the Website after the changes go into effect constitutes your acceptance of such changes.

The Website is offered and available to users who are 13 years of age or older and who reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you satisfy the foregoing eligibility requirements. If you do not satisfy such requirements, you must not access or use the Website. IN NO EVENT IS THE WEBSITE, THE APPLICATION OR THE SERVICES TO BE USED BY ANYONE 13 YEARS OF AGE OR YOUNGER.

ACCESSING THE WEBSITE

We reserve the right to withdraw or amend this Website, and any service, Content, or material that we provide or otherwise make available on the Website, in our sole discretion without notice. Moreover, Kessel may limit or restrict access to the Website at its sole discretion without notice or liability if it reasonably believes a user has violated any terms or conditions set forth in this Agreement or other terms, conditions or agreements provided for on the Website, for maintenance purposes, or for any other reason. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

You are responsible for:

Making all arrangements necessary for you to have access to the Website, including for ensuring that your computers, mobile devices, modems, software, hardware, internet and telephone services and other products and services necessary to connect to and use and access the Website are compatible with the Website (Kessel is in no way responsible for a user's inability to access or otherwise use the Website); and

Ensuring that all persons who access the Website through your internet connection, computers, or devices are aware of these Terms of Use and comply with them. You agree to be solely and fully responsible and liable for any such persons' actions concerning the Website.

It is a condition of your use of the Website that all the information you provide on the Website, if any, is correct, current, and complete. You agree that all information you provide is governed by these Terms and our Privacy Policy available at the link set forth above, as applicable, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

## DEFINITIONS

As used herein, "Content" shall mean any and all postings, messages, works of authorship, text, files, images, graphics, photos, videos, sounds, or other materials posted on, transmitted through, and/or available through the Site, excluding your Personal Data which is handled in accordance with the Privacy Policy available at the link specified above.

As used herein, "Law(s)" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

As used herein, "Personal Data" has the meaning attributed to it in our Privacy Policy.

## PROVISIONS GOVERNING YOUR USE OF, AND ACCESS TO, THE WEBSITE

### License Grant and Restrictions

In consideration of your agreement to the terms and conditions in this Agreement and any additional agreements and/or terms and conditions provided on the Website, as may be

amended from time to time by Kessel in its sole discretion (as set forth herein or therein), and subject thereto, Kessel hereby grants to you a limited, revocable, single-user, non-exclusive, non-transferable, non-sublicensable license to (1) access and make personal, non-commercial use of the Website and; (2) in connection with such use, to display for your personal, non-commercial purposes, the Content appearing on the Website and to display, download, archive and print in hard copy, portions of the Site (including any Content appearing thereon) on a temporary basis and for your individual, non-commercial use only, provided you do not modify the materials and that you retain any and all copyright and other proprietary notices contained in the materials. Furthermore, your computer or mobile device may temporarily store copies of the Website or Content appearing thereon in RAM incidental to your accessing and viewing those materials; and you may store files that are automatically cached by your Web browser for display enhancement purposes. Except as expressly provided above and elsewhere in these Terms, all other rights in and to the Website and/or the Content appearing thereon or available therefrom are reserved.

Notwithstanding the foregoing or anything else to the contrary in this Agreement, except (i) as expressly set forth in this Agreement; (ii) as expressly agreed upon in writing by Kessel in a separate written instrument; or (iii) to the extent the following restrictions are prohibited by applicable Law, you or anyone acting on your behalf or under your command or control, or otherwise accessing the Website through your computers or mobile devices may not:

Copy, distribute, share, perform, transmit, display or create derivative works or improvements of the Website or any Content appearing thereon or made available therefrom, except for your own User-Submitted Content (defined below), except that you may create copies of the Website for your own, archival use provided such copies retain all proprietary markings or legends associated with the Website or the Content appearing thereon or made available therefrom;

Circumvent any security measures on the Website, including accessing any portions of the Website from which you are restricted or forbidden to access;

Attempt to access any information (including Content) on the Website that you are not intended to access;

use the Website for any unlawful purpose or in a manner inconsistent with any Law; or otherwise access or use the Website in a manner inconsistent with this Agreement.

To the extent you want to use the Website or any Content appearing thereon or made available therefrom in a manner outside of the scope of the limited license set forth in these Terms, Kessel may be amenable to granting such a request (in its sole discretion). Please raise such inquiries with Kessel by contacting us at [info@kesselco.com](mailto:info@kesselco.com). Kessel is under no obligation to grant any such request.

#### Reservation of Rights

You understand and agree that the Website (and any associated Content) is provided to you via a license. You do not acquire any ownership interests in the Website or any information, materials, and/or Content appearing thereon or available therefrom or any other rights therein other than those rights expressly set forth in this Agreement (and subject to the terms and

conditions hereunder). Kessel expressly reserves all of its rights, title and interest in and to the Website and all such aforementioned information, materials and/or Content not otherwise expressly granted to you hereunder, including all intellectual property rights therein. Other rights in the Website and the Content belong to third parties and are used or incorporated with permission or authorization. Such third parties reserve all of their rights, title and interest with respect to such rights.

### Third Party Materials

The Website may display, include or make available third-party Content (including data, information, applications and other products services and/or materials, and certain User-Submitted Content (defined below)) or provide links to third-party websites or third-party services, including through third-party advertising (collectively, "Third Party Materials"). You acknowledge and agree that Kessel is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Kessel does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions. In addition, Third Party Materials that may be accessed from, displayed on or linked to or from the Website are not available in all languages or in all countries. We make no representation that such Third-Party Materials are appropriate or available for use in any particular location. To the extent you choose to access such Third-Party Materials, you do so at your own initiative and are responsible for compliance with any applicable Laws including but not limited to applicable local laws.

### Mobile Services

The Website may be available via mobile devices. When accessing the Website through a mobile device, you agree to be responsible for all of your wireless service carrier's standard charges, data rates and other applicable fees, terms, and conditions. You agree that your use of the Website will comply with the usage rules established by your service provider and agree to be solely and fully liable to the extent your use of the Website does not comply with such usage rules.

## RIGHTS OWNERSHIP AND CONTENT

### Rights Ownership

Unless otherwise indicated, the Site, including the design, text, Content, selection, compilation, organization and arrangement of elements, and graphics appearing thereon or available therefrom, are protected under applicable copyrights, trademarks and other proprietary (including, but not limited to, intellectual property) Laws including, without limitation, those of the United States, and all rights therein are the property of Kessel or such materials are included

with the permission of the rights owner and are protected pursuant to applicable copyright and trademark laws. All rights, including intellectual property rights, not expressly granted to you under these Terms are expressly reserved.

## Feedback

Certain portions of the Website permit you to submit feedback, notes, or other ideas concerning the Website (collectively, "Feedback"). In the event that you provide us with any Feedback, you hereby grant to us and our affiliates and members, and our and their respective successors and assigns, a perpetual, irrevocable, royalty-free, worldwide, fully sublicensable, fully transferable, non-exclusive right and license to fully use and commercially exploit such Feedback in any manner and in any media including, without limitation, the right to make, use, have made, offer for sale, import, sell, advertise, market, promote, reproduce, privately and publicly display, privately and publicly perform, privately and publicly distribute, prepare derivative works of, improve upon, or modify such Feedback or any idea, process, method, or other invention or discovery described in such Feedback, all without attribution to you. To the fullest extent permitted per applicable Law, you waive all rights related to our (and our members', affiliates', subcontractors', successors', and assigns', and our and their respective members', officers', partners', directors', shareholders', contractors', directors', employees', agents', and representatives') use and exploitation of any Feedback, and release, discharge and hold harmless each and all of the foregoing from and against any and all losses, damages, rights, claims, liabilities, costs, fees and actions of any kind arising in connection with or out of or relating to our or such persons' or entities' use or exploitation of such Feedback as contemplated by this Agreement. You hereby represent and warrant that you own all rights, title, and interest in and to any Feedback. Kessel shall have no obligation to use or exploit any provided Feedback in any manner whatsoever.

## Content Generally

All Content available through the Website is the sole responsibility of the person from whom such Content originated. We are not responsible for User-Submitted Content. You understand that by using or accessing the Website, you may encounter Content that may be deemed offensive, indecent, or objectionable. Nevertheless, you agree to use and access the Website at your sole risk and you agree that Kessel shall not have any liability to you for Content that may be found to be offensive, indecent, or objectionable.

And further, as to the Site and Content:

You understand and agree that Kessel may review and delete any Content that in the sole judgment of Kessel violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of others;

The following is a representative (but non-exhaustive) list of the kind of Content that is illegal or prohibited on the Site. Kessel reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation,

removing the offending Content from the Site. For example, prohibited Content includes Content that:

is patently offensive to the online community, such as Content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual

harasses or advocates harassment of another person;

involves the transmission of “junk mail,” “chain letters,” or unsolicited mass mailing or “spamming”;

promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

promotes an illegal or unauthorized copy of another person’s copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

displays pornographic or sexually explicit material of any kind;

provides material that exploits people under the age of 18 in a sexual or violent manner, or solicits personal information from anyone under the age of 18;

provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;

solicits passwords or personally identifiable information (including Personal Data) for commercial or unlawful purposes from other users;

promotes commercial activities and/or sales without Kessel’s prior written consent, such as contests, sweepstakes, barter, advertising, and pyramid schemes; or

contains or comprises non-local or otherwise irrelevant Content, is repetitious to the same or similar Content already contained on the Site, or otherwise imposes an unreasonable or disproportionately large load on Kessel’s infrastructure.

You must use the Site and Content in a manner consistent with any and all applicable Laws; and You may not engage in advertising to, or solicitation of, others to buy or sell any products or services through the Site. You may not transmit any chain letters or junk email to others.

Although Kessel cannot monitor the conduct of its users off the Site, it is also a violation of these Terms to use any information obtained from the Site in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any user of the Site without their prior explicit consent.

Even though all of this is strictly prohibited, there is a small chance that you might become exposed to such items and you further waive your right to any damages, losses or other costs (from any party) related to such exposure.

### Restrictions on Linking

You may link to our Website only if done in a manner that is legal and such linking in no way takes advantage of or harms Kessel’s reputation or the goodwill of its trademarks or service marks including, without limitation, the Kessel trademarks and service marks, as determined by Kessel in its sole discretion. Moreover, you may not in any event suggest any sort of

sponsorship or endorsement by, or affiliation or association with, Kessel or any of the businesses, events, or other products or services identified on the Website under any circumstance, without the express permission of, respectfully, Kessel or an appropriate, authorized third party.

To the extent the Website provides certain social media features that enables you to link to certain Content on the Website, send Content or links to Content on this Website, or cause limited portions of the Website or the Content appearing thereon or available therefrom to appear or be displayed on your own or third-party websites, you agree that you will use these features solely and expressly as provided by Kessel and solely with the Content to which these features pertain.

Other than as expressly set forth above, in no event shall you link from any website or Content that is not owned by you, and/or cause the Website or its Content to be displayed on any other site (including by framing, deep linking, and the like). You agree that any website that you link to our Website must comply with the restrictions concerning Content set forth in these Terms and you agree to indemnify, defend, and hold harmless Kessel and its members, affiliates, subcontractors, successors, and assigns, and our and their respective members, officers, partners, directors, shareholders, contractors, directors, employees, agents, and representatives from and against any and all losses, damages, liabilities, judgments, costs, fees (including reasonable attorney's costs and fees), rights, claims and actions of any kind arising in connection with or under or resulting from or related to any such linked websites or access thereby by other users.

We reserve the right to disable any links or features at any time without notice and in our sole discretion.

## TERMINATION AND EFFECT OF TERMINATION

### Termination and Effect of Termination

You may terminate this Agreement by ceasing and refraining from using the Website and any Content appearing thereon or available therefrom. Kessel may terminate this Agreement at any time without notice or liability. In addition, this Agreement will terminate immediately and automatically if you violate any of the terms and conditions of this Agreement. Upon any termination of this Agreement for any reason, all rights and licenses granted to you hereunder shall be automatically revoked.

All provisions of this Agreement, which by their nature should survive termination, shall so survive including, but not limited to, indemnity provisions, ownership provisions, warranty disclaimers, and any perpetual licenses. Termination will not limit any of Kessel's rights or remedies at law or in equity.

## INDEMNIFICATION; DISCLAIMER; LIMITATION OF LIABILITY

## Indemnification as to Content/ Use of Site

You hereby agree to indemnify, defend and hold harmless Kessel and its members, affiliates, subcontractors, successors, and assigns, and our and their respective members, officers, partners, directors, shareholders, contractors, directors, employees, agents, and representatives from and against any and all losses, damages, liabilities, judgments, costs, fees (including reasonable attorney's costs and fees), rights, claims and actions of any kind arising in connection with or under or resulting from or related to (i) your use of the Site or any Content appearing thereon or available therefrom; and/or (ii) in connection with your User-Submitted Content (or any User-Submitted Content posted, transmitted or submitted via your computers or mobile devices), including, but not limited to, Kessel's use, copying, display, distribution, performance or creation of derivative works of any such User-Submitted Content, and you agree to pay any and all settlements reached by Kessel in connection with any such claims and/or actions.

Notwithstanding the foregoing or any other indemnification provision in this Agreement, in no event shall you enter into any settlement agreement on behalf of Kessel or any other indemnified party without first obtaining Kessel's or such indemnified party's prior, written consent, which consent may be granted or withheld in Kessel's or such indemnified party's sole discretion.

## Disclaimer of Warranties

TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, THE WEBSITE AND ALL CONTENT APPEARING THEREON OR AVAILABLE THEREFROM IS PROVIDED TO YOU WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, Kessel, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES, MEMBERS, SUBSIDIARIES, SUCCESSORS AND ASSIGNS, AND ITS AND THEIR RESPECTIVE LICENSORS, CONTRACTORS, AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE WEBSITE AND ALL CONTENT APPEARING THEREON OR AVAILABLE THEREFROM (INCLUDING, WITHOUT LIMITATION ANY COUPONS AND ANY AND ALL PRODUCTS OR SERVICES FOR WHICH SUCH COUPONS APPLY), INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY AND ALL WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

WITHOUT LIMITATION TO THE FOREGOING, TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, Kessel PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, THAT THE WEBSITE (OR ANY CONTENT APPEARING THEREON OR AVAILABLE THEREFROM) WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS,



BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED, AND/OR THAT THE WEBSITE WILL BE FREE FROM HARMFUL CODE OR SECURE FROM UNAUTHORIZED HACKING OR THE INTRODUCTION OF HARMFUL CONTENT BY THIRD PARTIES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

#### Exclusion of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Kessel, ITS SUBSIDIARIES, AFFILIATES, MEMBERS, SUCCESSORS OR ASSIGNS, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, EXECUTIVES AND/OR MEMBERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO (1) YOUR USE OF OR INABILITY TO USE THE WEBSITE, (2) ANY WEBSITES LINKED TO THE FOREGOING; (3) THE CONTENT APPEARING ON OR AVAILABLE FROM ANY OF THE FOREGOING; (4) ANY EVENTS OR YOUR PARTICIPATION IN ANY EVENTS OR RELIANCE ON INFORMATION CONCERNING ANY EVENTS; AND/OR (5) YOUR USE OF ANY COUPONS OR ANY PRODUCTS OR SERVICES AT ISSUE IN ANY COUPONS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, HOWEVER, TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR Kessel WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

Without limiting the foregoing, Kessel has the right to fully cooperate with any law enforcement authorities or court order requesting or directing Kessel to disclose the identity or other information of anyone posting any materials or Content on or through the Website. YOU WAIVE

AND HOLD HARMLESS Kessel AND ITS MEMBERS, SUBSIDIARIES, AFFILIATES, LICENSEES AND SERVICE PROVIDERS, FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING DURING OR AS A RESULT OF ITS OR THEIR INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY ANY SUCH ENTITY OR LAW ENFORCEMENT AUTHORITIES.

This Agreement gives you specific legal rights and you may also have other rights which vary from country to country. As noted above, some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in this Agreement may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions set out in this Agreement shall apply to the fullest extent permitted by the Laws of such applicable jurisdictions.

#### Limitation of Time to File Claim

TO THE FULLEST EXTENT PERMITTED PER APPLICABLE LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE WEBSITE OR CONTENT APPEARING THEREON OR AVAILABLE THEREFROM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### Hyperlink Disclaimer

The Site may contain links and/or advertisements to other websites that may not be maintained by, or related to, Kessel. An advertisement of, or link to, a non-Kessel website does not mean that Kessel approves, endorses or accepts any responsibility for that website, its content or use, or the use of products and services made available through such website.

Kessel is not responsible for the actions, content, accuracy, opinions expressed, privacy policies, products or services provided through these links or made available through these resources or appearing in such websites, nor for any damages or losses, directly or indirectly, caused or alleged to have been caused as a result of your use or reliance on such websites.

Such websites are not investigated, monitored or checked for accuracy, completeness or conformance with applicable Laws by Kessel. Kessel does not make any representations whatsoever, or give any warranties of any kind, expressed, implied, or otherwise about other websites which you may access through this Site, the Content thereof, or the products and/or services made available through such websites. If you decide to access these other websites, you do so at your own risk. All rules, policies (including privacy policies) and operating procedures of such websites will apply to you while you are on such websites.

#### Information on Website

The information presented on the Website is made solely for general informational purposes and to the fullest extent permitted per applicable law, Kessel makes no, and expressly disclaims, all representations and warranties concerning same including, without limitation, any representation or warranty of accuracy, completeness, or usefulness. Your reliance on this information is at your own risk. You understand that Kessel may update Content or other information on this Website from time to time but is under no obligation to do so. Accordingly, information and Content may not be necessarily complete or up-to-date, and Kessel is under no obligation to keep such information or Content complete or up-to-date.

## COPYRIGHT AND TRADEMARK POLICY

Certain materials, Content, and information on the Site, including, without limitation, Kessel's trademarks, service marks and logos, design, text, graphics, photographs, software, other files, and the selection and arrangement thereof, are protected by intellectual property rights that are owned or licensed by Kessel, or otherwise used by Kessel with permission. Kessel's trademarks, service marks and logos are protected by federal and state law in the United States, and may not be copied, used, reproduced, redistributed or imitated without the permission of Kessel. Kessel's trademarks and service marks include (but are not limited to) the following: Kessel, and Kessel and Design. Other names and brands used on the Site are properties of their respective owners. These trademarks may not be copied, imitated, or used, in whole or in part, without the prior written permission of the rights holder. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks and/or trade dress of Kessel or third parties, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the respective rightsholder.

If you believe that your work has been copied and posted on the Site in a way that constitutes copyright infringement, please provide the below Copyright Agent with the following information:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyright work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Kessel to locate the material;

Information reasonably sufficient to permit Kessel to contact the complaining party;

A notarized statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A notarized statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DATA PROTECTION CONSENT

## Generally

By agreeing to this Agreement, you agree to the terms of the Privacy Policy available at: [www.kesselco.com/privacy-policy](http://www.kesselco.com/privacy-policy). Before using the Site, please read through this Privacy Policy carefully. All Personal Data provided to Kessel as a result of your use of this Site will be handled in accordance with the Privacy Policy. Kessel reserves the right to monitor your communications with Kessel whether by mail, voice, fax, e-mail or any other form of transmission for the purposes of quality control, security and other business needs.

## YOUR ADDITIONAL OBLIGATIONS

In consideration of your use of the Site, you agree to use the Site and Content appearing thereon or available therefrom in a manner consistent with any and all applicable Laws, and these Terms. You agree not to upload or transmit through the Site any computer viruses, Trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer and/or computer network. Any unauthorized modification, tampering or change of any information, or any interference with the availability of or access to this Site is strictly prohibited. Kessel reserves all rights and remedies available to it.

Your obligations under this Agreement are of a special and unique character for which Kessel cannot be reasonably or adequately compensated in damages in the event you breach your obligations hereunder. Therefore, Kessel shall, in addition to all other remedies which may be available, be entitled to injunctive and other equitable relief in the event of the breach or threatened breach of your obligations under this Agreement.

## GENERAL PROVISIONS

### Modification and Discontinuance

Kessel reserves the right to modify, edit, delete, suspend or discontinue, temporarily or permanently the Site (or any portion thereof) and/or the information, materials, Content, products and/or services available therefrom with or without notice. You agree that Kessel shall not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Site or Content.

### Entire Understanding

This Agreement (together with the Privacy Policy, which is expressly incorporated herein) contains the entire understanding between you and Kessel with respect to use of the Site and the Content available therefrom or contained thereon, and no representation, statement, inducement oral or written, not contained herein shall bind any party to this agreement.

### Severability and Non-Waiver

Kessel's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision, and a waiver by Kessel of any right under this Agreement on any occasion will not in any way constitute a waiver of such right or any other right on any other occasion. In the event any provision of this Agreement is determined to be invalid, such invalidity will not affect the validity of the remaining portions of this Agreement, and the parties will substitute for the invalid provision a provision which most closely approximates the intent and economic effect of the invalid provision. This Agreement will apply in lieu of and notwithstanding any specific legend or statement associated with any particular document or information exchanged.

#### Law & Jurisdiction

These Terms of Use are governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the Laws of any jurisdiction other than those of the Commonwealth of Pennsylvania.

#### Notice / Contacting Us

If you have any questions regarding these Terms of Use or any other matter, you may contact Kessel at:

Kessel Construction Inc.  
345 High Street  
Bradford, PA 16701  
[info@kesselco.com](mailto:info@kesselco.com)