

Terms of use

Website Terms of Use

1. **Terms of Use.** These Terms of Use set forth the terms and conditions under which your use of this website is governed. BY ACCESSING THIS WEBSITE OR DOWNLOADING OR COPYING ANY CONTENT CONTAINED HEREIN, YOU UNDERSTAND AND AGREE TO BE BOUND AT ALL TIMES BY THESE TERMS OF USE. If you do not agree with any of these terms, you must immediately exit this website. MSA reserves the right to make changes to these Terms of Use at any time, from time to time, in its sole discretion. Your continued access and/or use of this website constitutes your acceptance of any such changes. MSA reserves the right, at any time, to deny access to this website to anyone in its sole discretion for any reason or no reason whatsoever, including but not limited to violations of these Terms of Use. You agree that your access and/or use of this website will at all times comply fully with all applicable laws, and you will not to use this website in violation of any law.

2. **Intellectual Property.** This website and all its contents, including but not limited to, text, graphics, images and other content, are protected by copyrights, trademarks, service marks, patents, trade secrets and/or other intellectual property rights, and in all instances are owned by or licensed to MSA. You are permitted to view and print such content in hard copy form from this website provided that (a) you use such content only for your own personal or internal business use and not for any purposes contrary to MSA's interests, such as but not limited to portraying MSA or its products in a false, misleading, derogatory or otherwise objectionable manner; (b) you do not copy or use any such content on any network or any other website for any public or commercial purpose, without the prior written permission of MSA; (c) you do not alter, edit, or modify any such content; and (d) you include MSA's copyright notice on all such content, as follows: Copyright MSA 2000 - 2016. Except as specified in these Terms of Use or otherwise expressly authorized in writing by MSA, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such content. Systematic retrieval of data or other content from this website to create or compile, directly or indirectly, a collection, compilation, database or directory without prior written permission from MSA is strictly prohibited. Except as expressly provided above, nothing contained on this website shall be construed to confer by implication, estoppel or otherwise, any license or right under any patent, trademark or copyright. In addition, this website contains a number of names, logos, trademarks, and other intellectual property rights which are the property of MSA. You agree not to use or display publicly these marks without first obtaining written permission from MSA. You may not use any metatags or any other hidden text utilizing MSA's name or trademarks without first obtaining the written permission of MSA. You are granted a revocable, limited and nonexclusive right to create hyperlinks to this website, provided that such links do not portray MSA or its products in a false, misleading, derogatory or otherwise objectionable manner. You may not use any MSA logo or proprietary graphic or trademark as part of the link without first obtaining the written permission of MSA.

3. **Disclaimer of Warranties.** The information provided on or through this website is subject exclusively to these Terms of Use. All information is provided on an "as is, where is" and "as available" basis and solely on the condition that you will make your own independent determination as to the suitability or reliability of the information prior to your use of or reliance upon same. While MSA may take reasonable steps to control the accuracy of the text, information, data, graphics, etc., provided on or through its website, we make no

warranties, representations, affirmations, or guaranties, express or implied, as to the accuracy, reliability, completeness, compliance, or any other aspect of such information. Nothing contained on or provided through this website is to be, nor shall be, construed as recommendations or directions to use any specific product or equipment for any particular application, and MSA makes no warranty hereunder regarding the quality of any products, services, website, information, or other material obtained as a result of this website. By providing information on and through this website, MSA makes no commitment to update or correct any information that appears on this website or any website linked hereunder. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MSA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND AND NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICES OR CUSTOMS.

4. Limitations of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL MSA, ITS AFFILIATES, OR ANY OF ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR ANY THIRD PARTY RETAINED BY THE MSA PARTIES TO CREATE, PRODUCE, UPDATE OR DELIVER CONTENT FOR THE WEBSITE, BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, USE, DATA, GOODWILL OR OTHER INTANGIBLES, ARISING OUT OF THE USE OF OR ACCESS TO THIS WEBSITE OR THE INFORMATION IT CONTAINS, INCLUDING THE INABILITY TO SO ACCESS THE WEBSITE. THIS LIMITATION APPLIES WHETHER SUCH POTENTIAL LIABILITY ARISES AT LAW OR IN EQUITY, ON THE BASIS OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS EVEN IF MSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. NOTHING IN THESE TERMS OF USE SHALL EXCLUDE MSA'S LIABILITY FOR FRAUD OR FOR INJURY OR DEATH CAUSED BY NEGLIGENCE, TO THE EXTENT THAT ANY OF THE FOREGOING LIMITATIONS ARE VOID OR UNENFORCEABLE UNDER APPLICABLE LAW, THEN SUCH PART SHALL BE STRICKEN AND THE REMAINING LIMITATIONS SHALL REMAIN IN FULL FORCE AND EFFECT, AND MSA'S LIABILITY SHALL BE EXPRESSLY LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

5. Indemnification. You hereby agree to defend, indemnify and hold harmless MSA and its affiliates, and its and their directors, officers, employees and agents against any claims, demands, actions, damages, costs, or other liabilities, including expenses and attorney's fees, to the extent arising from your access to or use of this website. MSA reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case such costs of defense will be borne by MSA.

6. Other Terms and Conditions. Additional terms and conditions of purchase and sale will apply to transactions through which vendors sell goods or services to MSA or through which customers purchase goods or services from MSA including through shopMSA. Nothing contained in these Terms of Use shall be construed to create a contract for purchase or sale. Additional terms will also govern your use of any MSA sponsored or sanctioned internet chat rooms, message boards, social media websites, or other similar internet based or supported communication facilities. Although these Terms of Use are intended to apply generally to all

content provided on or through this website, certain pages of this website may contain other proprietary notices and/or terms and conditions of use. Compliance with such additional terms must also be observed when applicable. Certain portions of this website are targeted to users in specific countries or geographic regions as indicated on various pages within this website. Terms of use for country specific website pages may vary. You agree that MSA's failure to enforce or exercise any provision of this Agreement or related right shall not constitute a waiver of that right or provision

7. Your shopMSA Account and Password. Upon request by you MSA may, in its sole discretion, provide you with access to shopMSA through use of a unique user ID and password. If you are provided with a unique user ID and password, you must treat such information as confidential and you must not disclose it to any third party. MSA has the right to disable any user ID and password at any time if in its reasonable opinion you have failed to comply with the provisions of these Terms of Use. If you know or suspect that anyone other than you knows your user ID and password you must notify us at info.de@MSAsafety.com. You may not attempt to gain unauthorized access to any shopMSA account, MSA computer system or network through hacking, password mining or any other means. MSA reserves the right to grant or deny access to shopMSA as it deems appropriate. If you would like to delete your shopMSA account at any time, please contact us at info.de@MSAsafety.com.

8. Restrictions on Use. MSA does not guarantee that the website will be free from bugs or viruses. You should ensure that you use virus protection software. You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful or do anything that could damage, disable, overburden, interfere or impair the website. We will report any breach of relevant law to law enforcement authorities and will cooperate with those authorities by disclosing your identity to them.

9. Links to Other Websites. MSA may, from time to time, include on this website links to third party websites. Accessing such links will require you to exit this website. Website links are provided for your information only and you bear all risk arising from the navigation to such websites., MSA makes no warranty or representation regarding the content on any linked website. Such website links do not imply that MSA in any way sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyrighted work displayed in or accessible through the links, or that any linked website is authorized to use any trademark, trade name, logo or copyrighted work of MSA. You also agree that MSA is not responsible or liable for the availability of, or content on, other websites or for supplementing, updating or correcting information contained on other websites.

10. Products and Services. MSA may publish or display information on its sites that refers to or describes MSA products and services that may not be available in certain countries. Contact your local MSA sales person for information on the availability of any particular MSA products or services in your country. All sales of products and/or services described on any of the MSA sites are subject to the applicable terms and conditions for such products and services, unless otherwise agreed to in writing and signed by both parties. Such terms and conditions are subject to change at any time, with or without notice. Any prices listed on MSAsite are suggested prices and are subject to change at any time. Distributor or trading partner prices may vary. Product descriptions and photographs are for informational purposes only and not intended to be representations and warranties regarding the appearance or performance of such products.

11. Miscellaneous. These Terms of Use shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without giving reference to conflict of laws principles. All lawsuits, demands, claims or causes of actions related to or arising from these Terms of Use, your use of, or access to this website, shall be brought exclusively in the United States District Court for the Western District of Pennsylvania. If any provision of this Agreement is unlawful, void or unenforceable, you agree that the provision will be enforced to the maximum extent permissible and the remaining provisions contained in this Agreement shall continue in full force and effect. This Agreement constitutes the entire agreement between you and MSA regarding your use of this website.