



### **Website Terms and Conditions**

*Use of this site constitutes agreement to these terms, conditions, and restrictions.*

#### **Website Terms and Conditions**

##### *Limited License to Use Site*

Subject to these terms, conditions and restrictions, Minerals Technologies, Inc. ("MTI") and its subsidiaries and affiliated joint venture companies and business partners ("Affiliates") grant to each user of this site a non-exclusive, non-transferable, limited right to access, use and display this site and the information presented on this site. No user shall attempt to interfere with the operation of this site in any way. For purposes of these terms, conditions and restrictions, other communication media employed in conjunction with use of this site, including telephone and video augmentation, shall be deemed to be part of this site and the information provided in such other communication media shall be deemed to be information presented on this site. This site is not intended for use by any natural person under eighteen years of age and no license to use the site is granted to such persons.

#### **Who We Are**

MTI maintains this site for itself and as a convenience for its Affiliates, agents and distributors, and for customers of its Affiliates, agents and distributors. Such users may use this site for product ordering purposes or for other informational needs. This site is provided by MTI primarily for sharing common product information and website resources. Unless expressly stated otherwise, this site is not intended to establish any new or additional privity of contract, or agency or other relationship between MTI and such users or any other party. No agency, employment or franchise relationship with MTI is being created through use of this site.

#### **Nature of the Information**

The information and functionality contained in this site has been provided as a convenience and, in some cases, is provided by outside sources. This site has been supplied upon the condition that you will make your own determination as to the suitability of information contained in this site before use and that you have the proper qualifications or expertise to properly evaluate and use that information. None of the information presented on this site is intended as legal or tax advice; competent legal or tax advisors should be consulted as required. Although we attempt to make all information accurate at the time it is posted to the site, we cannot guarantee or warrant completeness or accuracy, or that information will be updated. We make no representation that the information contained on the site is appropriate or available for use in all countries, and access to information from places where the site's contents are illegal is prohibited. Your local MTI contact can assist you with the availability of our products and services. The nature of forward looking statements is described in the MTI annual report and related financial documents. We may, in our sole discretion and at any time, change site content or these terms, conditions and restrictions,

or modify or discontinue this site or specific portions of it, without notice. Subsequent re-use of this site shall be deemed an agreement to any previously revised terms, conditions and restrictions.

### **Product Safety Information**

MTI and its Affiliates maintain material safety data sheets (MSDSs) on all of their respective chemical products. You are urged to obtain copies of the relevant MSDSs before using these products to enhance the protection of your employees and customers against any known health or safety hazards described in those MSDSs. MTI and its Affiliates strive to make safety a top priority. Therefore, do not hesitate to contact us to discuss any safety aspects of these products. Certain areas of this site have been designed to provide online safety or process training or advice. In all, cases, such training or advice is based only on the specific factual information provided to us; the scope of our training or advice is limited to the scope of coverage and limiting assumptions and premises identified in our response.

### **Applicable Law and Jurisdiction**

Any action related to these Website Terms and Conditions and/or use of this site will be governed by the law of the Commonwealth of Pennsylvania, United States of America, without regard to the choice or conflicts of law provisions of any jurisdiction. The existence of this site and the ability to request information or request or order products through the site is not an offer to sell or solicit or do business in those countries or jurisdictions in which we are not permitted by law to do business or in which we do not already conduct business. Neither the existence of this site nor the accessibility of content of this site is intended to establish any new or additional jurisdictional or tax contacts or relationships for or between MTI or any Affiliate within any country or jurisdiction in which MTI or that Affiliate does not already conduct business. You are responsible for compliance with all local laws applicable to you with respect to accessing the content and operation of this site. You agree to submit to the jurisdiction of the courts located in the Commonwealth of Pennsylvania for the resolution of all disputes arising from or related to these Website Terms and Conditions and/or your use of the site.

### **Online Product Orders**

Nothing contained in this site shall constitute an offer by MTI or any of its Affiliates to buy or sell products or services. No agreement to buy or sell products or services shall be formed by means of the use of this site until an order is placed by a user and then accepted by MTI or one of its Affiliates, in the manner described in the specific ordering information provided with the online product or service descriptions. Once an agreement has been formed, the terms and conditions of the agreement shall be the terms and conditions of MTI or its Affiliate governing the purchase or sale, as the case may be, presented on-line at the time of order. All product requests or orders are subject to prevailing law, including, as appropriate, export and import regulations and boycotting restrictions, if any, imposed by governing bodies having jurisdiction over such product requests or orders. MTI provides the APDirect® Customer Service Portal to prequalified buyers on behalf of MTI and its Affiliates. The "Seller" in each transaction shall be identified at the time of order acceptance. For those products for which pricing is not available at the time of the order,

Buyer shall have the right to cancel its order pursuant to Seller's cancellation notice policy after Buyer is notified of such pricing and of Seller's identity.

### **Cookies**

"Cookies" are small pieces of information that are stored by your web browser software on your hard drive or temporarily in the memory of your computer. Cookies can be useful to you because it helps you move more quickly through a web site by recording information from your last visit to a site, such as user name, registration information and pages viewed. In addition to recording website usage, cookies track e-mail addresses and traffic patterns, to, from and within our website, add advertisements for goods or services of interest, and estimate website audience size. Some of the webpages of this site use cookies to better serve your needs for return visits to this site and to allow us to offer you interesting products and services. Your browser can be set to notify you when a cookie is received so that you may choose whether to accept it.

### **Hyperlinks**

For your convenience, this site contains hyperlinks to other websites unrelated to MTI or its Affiliates. If you use these links, you will leave this site. We are not responsible for the privacy practices, security or content of any such linked sites. Links to other sites do not imply that MTI endorses, approves, or sponsors any information available at the linked site or any products or services that may be sold there, nor is MTI or its Affiliates liable for any damage that might result from your use of such information, products or services. We make no representations about the hyperlinks that other parties may appear to have to this site but which are not active links to the most current information.

### **DISCLAIMER – CONTENTS OF WEBSITE**

THE MATERIALS IN THIS SITE (INCLUDING ANY GRAPHICS) AND ANY MATERIALS MADE AVAILABLE THROUGH THIS SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITH RESPECT TO THE MATERIALS IN THIS SITE, MTI, ITS AFFILIATES AND CONTRACTORS DISCLAIM, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. MTI, ITS AFFILIATES AND CONTRACTORS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIALS IN THIS SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. THE MATERIALS IN THIS SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. THESE MATERIALS COULD BECOME INACCURATE AS A RESULT OF DEVELOPMENTS OCCURRING AFTER THE RESPECTIVE DATES SUCH MATERIALS ARE PUT ON TO THE SITE. MTI, ITS AFFILIATES AND CONTRACTORS UNDERTAKE NO OBLIGATION TO KEEP SUCH INFORMATION CURRENT. CERTAIN LINKS IN THIS SITE MAY LINK YOU TO OTHER SITES ON THE WORLD WIDE WEB.

BECAUSE MTI, ITS AFFILIATES AND CONTRACTORS HAVE NO CONTROL THROUGH THIS SITE ON THE USE OR NATURE OF EITHER THIRD-PARTY LINKS OR HYPERLINKS TO THIRD-PARTY SITES, MTI, ITS AFFILIATES AND CONTRACTORS ARE NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. MTI, ITS AFFILIATES AND CONTRACTORS ARE NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. MTI IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY A REFERRAL BY, OR AN ENDORSEMENT BY MTI OF, THE LINKED SITE. MTI, ITS AFFILIATES AND CONTRACTORS ALSO MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH LINKS OR LINKED SITES, NOR WARRANT THE RESULTS TO BE OBTAINED FROM USING SUCH LINKS OR LINKED SITES FOR ANY PURPOSE, INCLUDING FOR THE PURCHASE OF ANY GOODS OR SERVICES.

#### **DISCLAIMER – OPERATION OF WEBSITE**

MTI ENDEAVORS TO MAINTAIN THIS SITE AND ITS OPERATION, BUT IS NOT, AND CANNOT BE, RESPONSIBLE FOR THE RESULTS OF ANY DEFECTS THAT MAY EXIST IN THE SITE OR ITS OPERATION. AS TO THE OPERATION OF THIS SITE, MTI, ITS AFFILIATES AND CONTRACTORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MTI, ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTY THAT:

- (I) ACCESS TO THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR FREE OF ERRORS;
- (II) THE OPERATION OF THE SITE WILL MEET YOUR REQUIREMENTS;
- (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE; OR
- (IV) DEFECTS WILL BE CORRECTED.

YOU (AND NOT MTI, ITS AFFILIATES OR CONTRACTORS) ASSUME THE ENTIRE COST OF ALL SERVICING, REPAIR OR CORRECTION THAT MAY BE NECESSARY FOR YOUR COMPUTER EQUIPMENT AND SOFTWARE AS A RESULT OF ANY VIRUSES, ERRORS OR OTHER PROBLEMS YOU MAY HAVE AS A RESULT OF VISITING THIS SITE.

#### **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES SHALL MTI, ITS AFFILIATES OR CONTRACTORS BE LIABLE FOR ANY DAMAGES OR INJURY, INCLUDING ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE OR THE MATERIALS IN THIS SITE, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SITE OR THE INFORMATION AVAILABLE IN THIS SITE. MTI AND ITS AFFILIATES SHALL NOT BE LIABLE EVEN IF MTI OR ITS AFFILIATES OR AN AUTHORIZED REPRESENTATIVE OF MTI OR AN AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE

INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES OR INJURY CAUSED BY ERROR, OMISSION, INTERRUPTION, DEFECT, FAILURE OF PERFORMANCE, HARDWARE OR SOFTWARE FAILURES, DELAY IN OPERATION OR TRANSMISSION, LINE FAILURE OR COMPUTER VIRUS OR OTHER HARMFUL COMPONENT, THE USE OF INFORMATION ON THIS SITE, AVAILABILITY OF RESOURCES TO SERVICE THE APPLICATIONS ON THIS SITE, OR FORCE MAJEURE EVENTS.

**LIMITATIONS AS TO WEBSITE DISCLAIMERS AND LIABILITY**

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. HOWEVER, IN NO EVENT SHALL THE TOTAL LIABILITY OF MTI, ITS AFFILIATES OR CONTRACTORS TO YOU FOR DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS SITE.

**Export Restrictions**

This site is maintained and operated by MTI from its offices within the United States. We make no representation that the information or other materials accessed through this site are appropriate or available for use in other locations, and access to them from other countries where their contents are illegal is prohibited. Those who choose to access the information or the site from other locations do so on their own volition and are responsible for compliance with applicable local laws.

You may not export or re-export any information or products received hereunder except in full compliance with all United States laws and regulations. In particular, the information or products may not be exported or re-exported into (or to a national or resident of) any country to which the United States embargoes goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. In addition, you are responsible for complying with any local laws in your country, which may impact your right to import, export or use the information or products.

**Summaries of Information**

Descriptions of documents filed with the United States Securities and Exchange Commission, references to employment practices or policies, or other information may be excerpts or summaries and may not be comprehensive, definitive or current. All references to the specified documents are qualified in their entirety by reference to the full documents.

**User Information**

Any information or material sent through this site to MTI or its Affiliates will be deemed not to be confidential or proprietary (except that personal data shall be governed by our privacy statement), unless sent under and in accordance with a separate written confidentiality agreement that is

executed by both parties. By sending to MTI or its Affiliates copyrighted, confidential or proprietary information without a confidentiality agreement, you: (i) agree to transfer ownership of such information, including any copyright therein, to MTI without further compensation; (ii) have automatically granted to MTI, without further agreement or compensation, an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute such information; and (iii) agree that MTI and its Affiliates are free to use such information, including any ideas, concepts, know-how or techniques, for any purpose.

### **Bulletin Boards**

This site may contain chat rooms or bulletin boards for the convenience of users of this site, MTI, and its Affiliates. MTI does not control the materials or information placed in these media. No user shall: (i) post material containing viruses or other harmful elements; (ii) post unlawful, obscene, threatening, libelous, defamatory, scandalous, inflammatory, pornographic, profane, or indecent material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law; (iii) post material infringing upon any copyright, trademark or similar proprietary material; (iv) violate the privacy or publicity rights of others; (v) interfere with another user's use of such media on this site; or (vi) post material for commercial or advertising purposes.

MTI may, from time to time, monitor or review discussions, chats or postings in the chat rooms or on bulletin boards. However, MTI is under no obligation to do so and assumes no responsibility or liability arising from the content of any such discussions, chats or postings or for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any such discussions, chats or postings. MTI reserves the right to disclose any information: (a) required to satisfy legal or governmental requirements; (b) in cooperation with any law enforcement authorities or court order; or (c) if it has a good faith belief that such disclosure is reasonably necessary to protect the personal safety, rights, or property of MTI, its Affiliates, their employees, shareholders or customers or the public. MTI reserves the right to remove or deny the posting of any material that MTI deems objectionable in its sole judgment. MTI may prosecute improper tampering with or use of this site to the full extent of the law.

### **Proprietary Information**

MTI owns the copyright for all of the material on this site or has a valid right from a third party to use material on this site. Trademarks and trade names belonging to MTI or its Affiliates are protected under the laws of various jurisdictions and have been registered in various countries where registration is legally required or considered to be beneficial. No part of this site may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except that you may download one copy of the materials on any single computer for your personal, noncommercial home use only, provided you keep intact all copyright, trademark and other proprietary notices on the materials. Any modification of the materials or use of the materials for any other purpose is a violation of copyright and other proprietary rights of MTI and its Affiliates.

Presentation of information in this site is not intended to confer any proprietary or other rights in our trademarks, tradenames, copyrights, patents or other proprietary rights or information nor is

it intended to infringe patent rights or other intellectual property rights held by others. Linking to other sites does not imply that MTI or the linked site has any legal authorization to any trademark, trade name, logo or copyright of the other.

The use of any such material on any other site or computer network without the prior written consent of MTI or its Affiliates, as applicable, is prohibited. Permission to link to our information will not be granted to a site that frames or otherwise presents our information in a manner that does not attribute such information to us. Your use of the trademarks, service marks and trade names on this site in any manner other than as authorized in these terms, conditions and restrictions, or as authorized in writing by MTI or its Affiliates, is strictly prohibited.

### **Notices and Digital/ Electronic Signatures**

This site does not accept notices sent by electronic means, and no digital or electronic sound, video, action, or signature implemented through this site shall bind MTI or its Affiliates, unless (i) prior written arrangements have been made by our duly authorized officers or their appointed representatives or (ii) with respect to a particular portion of our site, such portion invites electronic contracting in a specific manner, in which case electronic action in such manner shall bind us and you as a user on the terms and conditions provided. Clicking on "I submit" or "I agree" or "I accept" buttons on this site are intended as a binding electronic acceptance whose contract provisions are those terms and conditions provided online. Similarly, use of this site constitutes the user's binding agreement to these terms, conditions and restrictions and our binding agreement to provide the information on this site on that basis.