

RO-NF Product Selector Tool Terms

These terms create a contract between you and Hydranautics (the "Agreement"). Please read the Agreement carefully. To confirm your understanding and acceptance of the Agreement, click "Agree and Continue".

a. **Using our Tool.** The Hydranautics RO-NF Product Selector Tool (the "Tool") is used to identify Hydranautics products based on the parameters you select. You shall independently review our specification sheets to confirm the product functionality for your application and to verify that the product is suitable for your intended use.

b. **Rights in Content.** The Tool is owned by Hydranautics, its affiliates or its licensors, and is protected by copyright, trademark and other applicable laws. Except for the limited rights granted in this Agreement, Hydranautics does not grant you any express or implied license or rights in the Tool or in any intellectual property rights of Hydranautics, its affiliates or its licensors. You may only use the Tool for informational purposes. The Tool and any of its contents cannot be copied, reproduced, distributed, promoted, transmitted, or otherwise used for any commercial purpose, without Hydranautics's prior written consent.

c. **NO WARRANTY.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE TOOL IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOOL AND ANY SERVICES PERFORMED OR PROVIDED BY THE TOOL ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND HYDRANAUTICS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE TOOL AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HYDRANAUTICS OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

d. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL HYDRANAUTICS OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, OR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF THE TOOL OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE TOOL AND/OR CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE TOOL, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF HYDRANAUTICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall Hydranautics's total liability to you for all damages (other than as may be required by applicable law

in cases involving personal injury) exceed the amount of fifty dollars (USD\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

e. **Indemnification.** To the full extent permitted under applicable law, you agree to indemnify, defend and hold harmless Hydranautics and its affiliates and their officers, directors, employees, contractors, and agents, and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and court costs, arising or resulting from your use of the website and any violation of this Agreement.

f. **Governing Law.** This Agreement is governed by the laws of the State of California, excluding its conflicts of law provisions. You and Hydranautics agree to submit to the personal and exclusive jurisdiction of the courts located in San Diego, California, to resolve any dispute or claim arising from this Agreement.

g. **Entire Agreement.** This Agreement and the Terms of Use of www.membranes.com constitute our entire agreement regarding the use of our website and the Tool, and supersede all verbal or written communications between the parties.