## Koppers.com T&Cs

Welcome to the Koppers website. Please take a moment to read the following terms and conditions. Use of this website and access to the materials and information it contains are subject to the following Terms of Use and all applicable laws and regulations. Your access to and use of this website constitutes your full acceptance of the following Terms of Use:

BY ACCESSING AND BROWSING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THIS SITE.

1. Permission to Use Site. The information and materials provided on this Site are solely for your noncommercial, educational use to assist you in evaluating the products and services offered by Koppers. Other uses are not permitted unless you receive Koppers prior written approval. Unless otherwise indicated, you are authorized to make a reasonable number of copies of documents or forms displayed on this Website provided you retain all copyright or other proprietary notices or disclaimers. Copying other than in accordance with these terms is strictly forbidden. Without limiting the foregoing, you may not distribute, modify, transmit, re-post, or use the content of this website for commercial purposes, including any data, text, images, without the prior written consent of Koppers. Certain sections of this website may also contain additional restrictions as to use or access.

You may only use this site for legal purposes. You may not use this site to publish, post, distribute or disseminate any defamatory, infringing, obscene or otherwise unlawful material or information on or through this Site. Any messages, advice, opinions or other information posted to the Site by third parties should not be viewed as endorsed or otherwise approved by Koppers. Use of such material or information is at your own risk.

2. Linking Policy. This Site contains links to third party sites, which are not under Koppers control. These sites are not governed by these Terms of Use or Koppers Privacy Policy. Koppers disclaims all responsibility for the operation of such sites, including the information collection practices of such sites. Koppers does not monitor, review, or endorse the content of third party sites linked to this Site. You acknowledge that Koppers is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. Linking to such sites is at your own risk.

3. Privacy. Your use of this Site is subject to Koppers Privacy Policy, which is incorporated herein by reference. Click here to view our <u>Privacy Policy</u>.

4. Material Safety Data Sheets. Products described on this Site may only be used in accordance with the health, safety and environmental information set forth in our Material Safety Data Sheets, which is incorporated herein by reference. Click here to view our Material Safety Data Sheets.

5. User Submissions. Your use of chat rooms, bulletin boards, and other interactive features of the Site is subject to reasonable limitations. You may not upload files that contain software or other material or information protected by intellectual property laws, rights of privacy or publicity, or any other applicable law or regulation unless you own or control the rights thereto or have received all necessary consents. The obligation of determining whether any such material or information is protected by intellectual property law rests with you. You may not upload files that contain a virus or any other program designed to interfere with the operation of the Site or computers linked to the Site. You may not post, distribute, disseminate, or otherwise publish any defamatory, infringing, obscene, or unlawful material or information on or through the Site. Any messages, advice, opinions or other materials or information posted to the forums by third parties should not be viewed as endorsed or otherwise approved by Koppers. Use of such materials or information is at your own risk. Koppers reserves the right, in its sole discretion, but does not assume any obligation, to immediately remove any materials or information from the Site that violate these Terms of Use or applicable laws or regulations, or that may subject Koppers or its agents or suppliers to liability.

6. Confidential Information. Except as may otherwise be provided for in our Privacy Policy, any material, information, or other communication you transmit or post to this Site, including any data, questions, comments, suggestions,

reviews or the like is, and will be treated as, non-confidential and non-proprietary ("Communications"). Koppers will have no obligations with respect to the Communications.

7. Proprietary Rights. To the maximum extent permitted under law, all text, images and other materials available on the Site are protected by U.S. copyright law, various international treaties, and other applicable law. The copyright on such materials and information is held by Koppers, its licensors, or by the original creator of the materials or information. Permission is granted to display, copy, distribute, and download the materials and information on the Site solely for purposes of evaluating the products or services offered on the Site, provided you do not modify the materials and information and that you retain all copyright and other proprietary notices contained on the materials and information. Use of these materials or information for any other purposes is prohibited absent Koppers prior written consent. All rights not expressly granted herein are reserved. Any unauthorized use of the materials or information belonging to others. Your use of the Site does not create any license or any other rights in Koppers or any third party's copyrights, trademarks, or any other intellectual property or proprietary rights. All product names, logos, trademarks and service marks appearing on the Site are the property of Koppers or other third parties. Nothing in these Terms of Use shall be construed to grant you any right or license in any of these names, logos, trademarks, or service marks without the prior written consent of the owner.

Koppers is eager to receive your comments and answer your questions about our products and our company. However, in submitting Communications, you grant Koppers and its affiliates full proprietary rights in any Communications that you post to the Site. You also grant Koppers and its affiliates the right to use the name you submit with any Communications, comment, review, or other content. You represent and warrant that you own or otherwise control all rights to any Communications or other content you post on the Site. Furthermore, you agree that Koppers is free to use any ideas, concepts, know-how, or techniques contained in any Communications you send to the Site for any purpose whatsoever, including but not limited to developing and marketing products or services using such materials or information.

8. Disclaimer of Warranty. ALL MATERIALS AND INFORMATION INCLUDED IN OR AVAILABLE THROUGH THE SITE AREvPROVIDED "AS IS" FOR YOUR USE WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENTPERMITTED BY LAW, KOPPERS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TOTHE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OFINTELLECTUAL PROPERTY. KOPPERS DOES NOT WARRANT THAT THE CONTENT OF THE SITE IS ACCURATE, TIMELY, RELIABLE, CORRECT, OR COMPLETE OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. KOPPERS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE MATERIALS AND INFORMATION ON THIS SITE OR ANY SITES LINKED TOTHIS SITE, NOR DOES KOPPERS WARRANT THAT THE SITE WILL BE ACCESSIBLE AT ALL TIMES OR IN ALL GEOGRAPHIC AREAS.FURTHER, KOPPERS DOES NOT WARRANT THAT THIS WEBSITE OR THE MATERIALS AND INFORMATION MADE AVAILABLETHROUGH IT ARE FREE FROM COMPUTER VIRUSES, WORMS OR OTHER HARMFUL EFFECTS. YOUR USE OF THE SITE IS SOLELY ATYOUR OWN RISK. Some states/jurisdictions do not allow the exclusion of implied warranties, so the above disclaimer may not apply to you.

9. Limitation of Liability. UNDER NO CIRCUMSTANCE ;SHALL KOPPERS OR ITS SUPPLIERS OR RESELLERS BELIABLE FOR ANYDIRECT, INDIRECT, ACTUAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITEDTO, DAMAGES ATTRIBUTABLE TO ANY LOSS OF DATA, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF PROFITS, OR LOSSOF USE, ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIALS OR INFORMATION ON THE SITE (OR SITES LINKED TOTHE SITE), EVEN IF KOPPERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR,OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN MAIL OR OPERATION, OR TRANSMISSION, COMPUTER VIRUS,COMMUNICATION LINE OR INTERNET SERVICE FAILURE, THEFT OR DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATIONOF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, STRICT LIABILITY, NEGLIGENCE, ORUNDER ANY OTHER CAUSE OF ACTION. 10. Indemnification. You agree to indemnify and hold harmless Koppers and its directors, officers, shareholders proprietors, employees, representatives and agents, affiliates and subsidiaries from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) arising from your use or inability to use the Site.

11. Termination of Services. Koppers reserves the right, in its sole discretion, to discontinue the Site or to terminate your access to all or part of the Site, with or without notice. You agree that Koppers, its suppliers, and resellers shall not be liable to you in the event of such termination.

12. Compliance with Applicable Law. You agree to comply with all applicable laws and regulations of the various states and of the United States, including all export and re-import laws and regulations. Regulatory requirements are subject to change and may differ from location to location. Use of certain of the products identified on this website may be regulated by the United States Environmental Protection Agency ("USEPA") through approved label copy. It is a violation of federal law to use such products in a manner inconsistent with their labeling.

13. Errors & Omissions. Information on this website may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. Koppers or its subsidiaries and affiliates may also make improvements and/or changes in the products described in this information at any time without notice.

14. Revisions. Please check the Terms of Use periodically for changes. Your continued use of the Site following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

15. Severability. If any provision of this Terms of Use shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by law, and all other provisions shall be unaffected thereby.

16. Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by a duly authorized representative, partner, or owner of the party claimed to have waived or consented. Should either party consent, waive, or excuse a breach by the other party, whether expressed or implied, such shall not constitute a consent to, waiver of, or excuse of any other different or subsequent breach.

17. Force Majeure. Koppers shall not be liable for damages for any delay or failure arising out of causes beyond its reasonable control and without default or negligence, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

18. Governing Law. These Terms of Use, and all matters relating to your use of the Site, shall be governed by and construed in accordance with the laws of the United States of America, State of Pennsylvania, without regard to choice of law principles. You agree and hereby submit to the exclusive personal jurisdiction and venue of the courts of Allegheny County and the United States District Court for the Western District of Pennsylvania with respect to such matters.

19. Headings. The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.

## 20. Entire Agreement.

This agreement, together with the incorporated documents, constitutes the entire agreement between the parties relating to the Site and its use and supersedes any previous written or oral agreement or understanding of the parties hereto with respect to such subject matter.

IF YOU DO NOT AGREE TO THESE TERMS OF USE IN THEIR ENTIRETY YOU MAY NOT CONTINUE TO USE THIS SITE.