

TERMS OF USE

PLEASE READ THIS LEGAL NOTICE CAREFULLY BEFORE CONSULTING THIS SITE.

The companies of and/or affiliated with SCHILLING INC. have their own corporate existence. However, to simplify communication of the information presented on www.schillinginc.com, the following terms may be used: "Schilling" and "we". These terms are used to refer to all the companies of Schilling Inc., each of which does business independently.

1. PURPOSE:

The purpose of the present notice is to define the conditions in which Schilling is making <u>www.schillinginc.com</u> (hereafter referred to as the "Site") available, subject to compliance with the present legal notice which Schilling reserves the right to modify or update at any time. Access to and use of the Site implies your agreement with the present legal notice. If you do not agree with the clauses below, you are advised not to use the Site.

2. ACCESS TO THE SITE:

Schilling strives to keep the Site accessible without, however, being subject to any obligation to achieve this. It is specified that access to the Site may be interrupted for the purposes of maintenance, updating or any other reason, particularly of a technical nature. Information on the Site may contain technical inaccuracies or typographical errors. Information may be changed or updated without notice. Schilling may also make improvements and/or changes in the products, the services and/or the programs described on the Site at any time without notice. Under no circumstances shall Schilling, Schilling's affiliated entities and their respective employees, officers, directors, shareholders, agents, representatives and/or affiliates be liable for these interruptions, technical inaccuracies, typographical errors, changes or updates and the consequences that could result from them for the user.

Schilling does not want to receive confidential or proprietary information from you through the Site. Please note that any information or material sent to Schilling will be deemed NOT to be confidential. By sending Schilling any information or material, you grant Schilling an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and you also agree that Schilling is free to use any ideas, concepts, know-how or techniques that you send us for any purpose. However, we will not publicly release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) we obtain your permission to use your name; or (b) we first notify you that the materials or other information you submit to a particular part of this site will be published or otherwise used with your name on it; or (c) we are required to do so by law.

Information Schilling publishes on the World Wide Web may contain references or cross references to Schilling's products, services and programs that are not announced or available in your country. Such references do not imply that Schilling intends to announce such products, services or programs in your country. Consult your local Schilling business contact for information regarding the products, services and programs which may be available to you.

3. COPYRIGHT - INTELLECTUAL PROPERTY:

The contents (notably data, soundtracks, information, illustrations, logos, brands, etc.) that appear or are available on the Site are protected by copyright and other intellectual property rights and are the exclusive property of their respective publishers. No part of the contents of the Site in general, even if it belongs to a third party, may be copied, reproduced, represented, adapted, altered, modified or circulated fully or partially by any means whatever, with the exception of a single copy, stored on a single computer and reserved exclusively for the private use of the copier. The elements presented in the Site are liable to modification without notice and are presented without any express or tacit guarantee and are not considered as giving any right of compensation. The information and images contained in the Site are protected by copyright. The Site may contain other proprietary notices and copyright information, the terms of which must be observed and followed.

4. USE OF THE DOCUMENTS:

None of the documents from the Site can be copied, reproduced, published, downloaded, posted, transmitted or distributed in any manner, except for the case of a simple recording of documents on your personal computer for your own use and without any commercial aim. In this case, you should ensure that the indications of property are kept intact. Alteration and modification of these documents or use of them for another purpose constitutes an infringement of the property rights of Schilling or of a third party.

5. E-MAIL:

To correspond with Schilling by e-mail, internet users may use the general email address provided on the Site, or, if applicable, fill in the applicable electronic correspondence forms found on the Site.

6. DISCLAIMERS:

Schilling makes no representations whatsoever about any other web site which you may access through this Site. When you access a non-Schilling web site, even one that may contain a Schilling logo, please understand that it is independent from Schilling and that Schilling may have no control over the content on that web site. In addition, a link to a non-Schilling web site does not mean that Schilling endorses or accepts any responsibility for the content, or the use, of such web site. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, Trojan horses and other items of a destructive nature.

YOUR USE OF THE SITE IS AT YOUR RISK. THE MATERIALS AND SERVICES PROVIDED IN CONNECTION WITH THE SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND. NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY APPLY.

NEITHER SCHILLING NOR ANY OF THEIR AFFILIATES WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR SERVICES ON OR THROUGH THE SITE. THE MATERIALS AND SERVICES ON OR THROUGH THE SITE MAY BE OUT OF DATE, AND NEITHER SCHILLING NOR ANY OF THEIR AFFILIATES MAKE ANY COMMITMENT OR ASSUMES ANY DUTY TO UPDATE SUCH MATERIALS OR SERVICES.

SCHILLING CANNOT BE HELD RESPONSIBLE IN THE EVENT OF CONTAMINATION OF ANY USER'S COMPUTER EQUIPMENT AS A RESULT OF THE PROPAGATION OF A VIRUS, MALICIOUS CODE OR SOFTWARE, OR OTHER COMPUTER "INFECTIONS". THE SITE USER IS RESPONSIBLE FOR TAKING ALL APPROPRIATE MEASURES TO PROTECT THE USER'S OWN DATA AND/OR SOFTWARE FROM ANY POSSIBLE CONTAMINATION BY MALICIOUS COMPUTER CODE OR SOFTWARE, INCLUDING, WITHOUT LIMITATION, VIRUSES CIRCULATING VIA THE INTERNET.

THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

ALL PRODUCTS AND SERVICES PURCHASED ON OR THROUGH THE SITE ARE SUBJECT ONLY TO ANY APPLICABLE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DISTRIBUTORS AND SUPPLIERS (INCLUDING SCHILLING), IF ANY. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, SCHILLING HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS AND SERVICES LISTED OR PURCHASED ON OR THROUGH THIS SITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SCHILLING HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY FOR PRODUCT DEFECT OR FAILURE, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION. WE MAKE NO WARRANTIES TO THOSE DEFINED AS "CONSUMERS" IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENTS ACT. THE FOREGOING EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

7. LIMITATIONS OF LIABILITY:

Schilling shall not assume any responsibility, and shall not be liable for, any damage to or viruses that may infect your computer, telecommunication equipment or other property caused by or arising from your access to, use of, or browsing the Site or your downloading of any materials from the Site. IN NO EVENT WILL SCHILLING, ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, AGENTS, SUCCESSORS, ASSIGNS, NOR ANY PARTY INVOLVED IN THE CREATION, PRODUCTION OR TRANSMISSION OF THIS WEB SITE BE LIABLE TO ANY PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THIS SITE, ANY WEB SITES LINKED TO THIS SITE, OR THE MATERIALS, INFORMATION OR SERVICES CONTAINED AT ANY OR ALL SUCH SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Schilling, its employees, suppliers or the partners mentioned on the Site cannot be held responsible in any case for claims involving contractual responsibility or any other claims, for all indirect or direct damage, incidents and accessories of whatever nature or for any prejudice, particularly of a financial or commercial nature, resulting from the use of this Site or any item of information obtained from this Site. THE FOREGOING LIMITATIONS OF LIABILITY DO NOT APPLY

TO THE EXTENT PROHIBITED BY LAW. PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS. IN THE EVENT OF ANY PROBLEM WITH THIS SITE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITE.

The information, particularly of a financial nature, provided on the Site cannot be considered an incitement to invest or to make transactions of any legal form whatsoever involving Schilling's shares. Under no circumstances should it be interpreted as a solicitation or distribution of shares to the public, and it does not constitute an offer involving the purchase, sale or exchange of shares or other Schilling's securities, listed or otherwise.

The Site may contain simple or complex links to other affiliated Schilling or third-party sites. Schilling may have no control over these sites, and therefore, cannot be held responsible for the availability of these sites, their content, advertising material, products, and/or services available at or through these sites. Thus, Schilling shall not be liable in any way for direct or indirect damage that may occur when the user accesses the partner site or uses this Site, and it shall not be liable for any non-compliance of the contents and services with any regulations or for any information that infringes the rights of a third party. Schilling disclaims any responsibility concerning the information, materials and software on the sites linked by hypertext links to this Site. Information providers outside of Schilling supply certain information presented on this Site. The aforementioned content providers have exclusive liability regarding the contents and services provided by them on this Site. Consequently, Schilling shall not be held liable for errors, interruptions or delays in the transmission of information or for their consequences.

8. REVISIONS TO THESE TERMS AND CONDITIONS:

Schilling may revise these terms and conditions at any time and from time to time by updating this posting on this Site. You should visit this page from time to time to review the then current legal terms and conditions because they are binding on you. Certain provisions of these legal terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages on this Site.

9. CHOICE OF LAW; LEGAL JURISDICTION:

The foregoing legal terms and conditions supersede any other agreement between you and Schilling to the extent necessary to resolve any inconsistency or ambiguity between them. The legal terms and conditions will be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to any principles of conflicts of laws. Any action seeking legal or equitable relief arising out of or relating to this Site shall be brought only in the courts of the State of Ohio or a United States District Court of Ohio. Once again, use of this Site indicates your express agreement with the application of these legal terms and conditions, including, but not limited to, this jurisdiction clause. A printed version of these legal terms and conditions shall be admissible in judicial and administrative proceedings based upon or relating to these legal terms and conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. In the event one of the elements and/or terms of the foregoing legal conditions is deemed illegal, null or inapplicable for whatever reason, it will no longer be considered part of the conditions.