

# KALIBER CHEMICALS ("KALCHEM") LIMITED – WEBSITE TERMS AND CONDITIONS

## 1. Introduction

(a) These terms of use explain how you may use this website (the "Site"). References in these terms to the Site includes the following websites ([www.kaliberchemicals.com](http://www.kaliberchemicals.com), [www.kaliberchemicals.ca](http://www.kaliberchemicals.ca)) and all associated web pages. You should read these terms and conditions carefully before using the Site. By accessing or using this Site or otherwise indicating your consent, you agree to be bound by these terms and conditions and the documents referred to in them. If you do not agree with or accept any of these terms, you should cease using the Site immediately. If you have any questions about this website, please contact [info@kaliberchemicals.com](mailto:info@kaliberchemicals.com) or call toll free 1-877-KALIBER (525-4237).

## (b) Definitions

"**content**" means any text, images, video, audio or other multimedia content, software or other information or material submitted to, subsisting on or accessible from the Site

"**we**", "**us**" or "**our**" means *Kaliber Chemicals Limited*, company whose registered office is at 10, 156 St. Albert Trail, St. Albert, AB T8N 0P5.

[References to us in these terms also includes our group companies from time to time]

"**you**" or "**your**" means the person accessing or using the Site or its Content

(c) **Privacy Statement [and Additional Terms]:** these terms include our Privacy Statement which shall be subject to these terms in the event of any conflict or inconsistency. [These terms may also be supplemented or replaced by additional terms ("Additional Terms") relating to specific Content, goods or services made available or supplied by us using the Site. Additional Terms will be made available on relevant pages of the Site and will be accessible by you for your acceptance before you place an order (if applicable). Additional Terms shall prevail to the extent that there is any conflict or inconsistency with any other of these terms.]

(d) This Site is intended for and directed to residents of Canada over the age of 16 years.

(e) **Accessibility:** we seek to make this Site as accessible as possible. If you have any problems accessing this Site or the content contained on it, please contact us at [[info@kaliberchemicals.com](mailto:info@kaliberchemicals.com) or call toll free 1-877-KALIBER (525-4237).]

## 2. Restrictions on use

(a) The Site is for your *personal and non-commercial* use only. As a condition of your use of the Site, you agree:

- (i) not to use the Site for any purpose that is unlawful under applicable law, or prohibited by these terms and conditions;
- (ii) not to defame or disparage anybody or make comments of an obscene, derogatory or offensive manner or otherwise use the Site or its Content in a way that brings us or any third party into disrepute or causes us to be liable to any third party;
- (iii) not to [reverse engineer, decompile, copy, modify, distribute, transmit, license, sublicense, display, revise, perform, transfer, sell or otherwise] make available to any third party or otherwise publish, deep-link, create derivative works from or exploit in any way the Site or its Content except as permitted by us under these terms or as expressly provided under applicable law and/or under any Additional Terms;
- (iv) not to use the Site to distribute viruses or malware or other similar harmful software code;
- (v) not to represent or suggest that we endorse any other business, product or service unless we have separately agreed to do so in writing; and
- (vi) that you are solely responsible for all costs and expenses you may incur in relation to your use of the Site and shall be solely responsible for keeping your password and other account details confidential.

(b) We reserve the right to prevent or suspend your access to the Site if you do not comply with any part of these terms and conditions or any applicable law.

## 3. Ownership, use and intellectual property rights

(a) This Site and all intellectual property rights in the Site (including without limitation any Content) are owned by us and/or our licensors. We and our licensors reserve all our intellectual property rights (which include without limitation all copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind) whether registered or unregistered anywhere in the world.

(b) Nothing in these terms and conditions grants you any rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any intellectual property notices contained on the Site and in particular in any digital rights or other security technology embedded or contained within any Site Content.

(c) **Trade-marks:** Kaliber Chemicals Limited name and use are our trade-marks. Other trade-marks and trade names may also be used on this Site. The use or misuse of any trade-marks or any other Content on the Site except as provided in these terms and conditions is strictly prohibited. Nothing contained on the Site shall be construed as granting, by implication, estoppel or otherwise, any license or right to use any trade-mark without our prior written permission.

## 4. Software:

(a) [Where any software is made available for downloading from the Site, this is our copyrighted work and/or that of our licensors. You may only use such software in accordance with the terms of the end user license agreement, if any, which accompanies the software and, subject thereto, in accordance with these terms. All such software is made available for downloading [solely for your personal use in a non-commercial manner]. Any reproduction or redistribution of software not in accordance with the end user license agreement and/or these terms is expressly prohibited, and may result in severe civil and criminal penalties.

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- (b) Our software is warranted only to the extent expressly required by Canadian law or according to the terms of the end user license agreement. We hereby disclaim all other warranties, conditions and other terms (whether express or implied) with regard to the software, including all implied warranties and conditions of satisfactory quality, freedom from defects and fitness for a particular purpose. In no event shall our aggregate liability in respect of any such software exceed the limitations of liability in the applicable end user license agreement, or in all other cases the amount you paid us for the relevant software.]

### 5. Submitting Information to the Site

- (a) The Site is not a secure means of communication and any information you supply to us will not be kept confidential. For that reason, you should not submit or send to us any patentable ideas or patent applications, advertising or marketing suggestions, prototypes or any information, written or oral, which you regard as confidential or commercially sensitive or valuable (collectively referred to as "Unwanted Submissions"). While we value your feedback, you agree not to submit any Unwanted Submissions. Any submission (including any Unwanted Submission) made to us is deemed to be our property. By transmitting or posting any submission or other material to us, you agree that, subject to our Privacy Statement, we are entitled to use any such information in any manner we see fit (including reproduction, transmission, publication, broadcast, and posting on any media and anywhere in the world) on a free of charge basis. We shall not be subject to any obligation of confidentiality nor be liable for any use and/or disclosure of such submissions.
- (b) Where our Site enables you to communicate with us and/or other users of the Site, you may not use the Site to transmit harmful or offensive (e.g., violent, obscene, discriminatory, defamatory or otherwise illegal) communications or material which might otherwise bring us or the Site into disrepute. Although we reserve the right to monitor, edit, review or remove discussions, chats, postings, transmissions, bulletin boards and similar communications on the Site from time to time, we are under no obligation to do so and assume no responsibility or liability arising from any Content posted on the Site nor for any error, omission, infringement, defamatory statement, obscenity, or inaccuracy contained in any such information. Our right to use submissions or other material provided by you is *non-exclusive, freely transferable and worldwide* so you shall be entitled to use your own material yourself subject to applicable law.
- (c) You represent and warrant that any Content you supply to us is and shall be your own original work and has been lawfully provided to us and that you have all necessary consents to provide this to us *and that we shall be entitled to disclose your name with any such Content that we may choose to publish*. You agree that you waive all moral rights you may have in any such Content but that any personal data you supply with your Content may, if we choose to do so, be used by us as described in our Privacy Statement.

### 6. Accuracy of information and availability of the Site

- (a) While we use reasonable efforts to include accurate and up-to-date information on the Site, we do not represent, warrant or promise (whether expressly or by implication) that any Content is or remains available, accurate, complete and up to date, free from bugs, errors or omissions or fit or suitable for any purpose. Any reliance you may place on the information on this Site is at your own risk and we may suspend or terminate operation of the Site at any time at our sole discretion. Nothing in these terms and conditions shall operate to prejudice any mandatory statutory requirement or your statutory rights. Content on the Site is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites, which may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purpose.
- (b) While we make commercially reasonable efforts to ensure that the Site is available, we do not represent, warrant or guarantee in any way the Site's continued availability at all times or uninterrupted use by you of the Site.

### 7. Hyperlinks and third-party sites

- (a) The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third party websites and accept no responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party website does not constitute an endorsement of such third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

### 8. Warranties and limitation of liability

- (a) You agree that your use of the Site is on an "as available" basis. As stated above, except as otherwise expressly required by applicable law, we make no representations, warranties, conditions or other terms (whether express or implied) in relation to the provision of the Site, including without limitation as to completeness, accuracy and currency or any Content on the Site, or as to satisfactory quality, or fitness for a particular purpose.
- (b) To the maximum extent permitted by applicable law, we exclude all liability (whether arising in contract, tort, breach of statutory duty or otherwise) which we may otherwise have to you as a result of any error or inaccuracies in any Content, the unavailability of the Site for any reason, and any representation or statement made on the Site.
- (c) We will not be liable for any loss or damage we cause which we could not reasonably anticipate when you started using the Site, for example if you lose revenue, salary, profits or reputation as a result of your use of the Site and/or the acts or omissions of any third party such as other users of the Site or any other indirect or consequential loss or damage you may incur in relation to the Site and its Content.
- (d) Under no circumstances shall our aggregate liability to you for any and all claims arising from your use of the Site (including the downloading or use of any Content) exceed to the extent permitted by law.
- (e) Notwithstanding any other provision of these terms and conditions, we do not exclude or limit our liability for death or personal injury arising from our negligence, for any fraudulent misrepresentation made by us on the Site or for any other statutory rights which are not capable of being excluded.
- (f) Any exclusions and limitations of liability in these terms shall be subject to the Additional Terms in respect of matters covered by those Additional Terms and as otherwise required by law.

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### 9. General

- (a) These terms are dated *May 1, 2019*. No changes to these terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these terms and conditions from time to time. Our new terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these terms and conditions from time to time to verify such variations.
- (b) Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at 550, 633 – 6<sup>th</sup> Avenue SW, Calgary, AB T2P 2Y5 and all notices from us to you will be displayed on our website from time to time.
- (c) We shall have no liability to you for any breach of these terms caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.
- (d) If any part of these terms and conditions is unenforceable (including any provision in which we exclude or limit our liability to you) the enforceability of any other part of these terms and conditions will not be affected. If we choose not to enforce any right that we have against you at any time, then this does not prevent us from later deciding to exercise or enforce that right.
- (e) These terms and conditions (together with the Privacy Statement and any applicable Additional Terms [or other terms expressly referred to in these terms and incorporated by reference] contain the entire understanding and agreement between us and you in relation to your use of the Site and supersede and replace any representation, statement or other communication (whether written or otherwise) made by you or us which is not contained herein. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.
- (f) You may not assign, sub-license or otherwise transfer any of your rights and obligations in these terms to any other person.
- (g) These terms and conditions shall be construed in accordance with and governed by the laws in effect within the Province of Alberta.
- (h) The parties acknowledge that they have required that these terms and conditions and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.