

Legal Disclaimer



Please read these terms and conditions of use carefully before using this Site.

1. Agreement To Be Bound By Terms and Conditions. By using this Internet website (the "Site") in any way, you agree to, and shall be bound by, these terms and conditions of use. N.E.W. Plastics Corp. Corp. and its affiliates and subsidiaries, including RENEW® Plastics and VBS Total Packaging, LLC (collectively, "NEW Plastics") hereby expressly reserves the right, in its sole discretion, to change, modify or otherwise alter these terms and conditions of use at any time without prior notice. Any such change(s) shall immediately become effective upon posting to the Site. Use of the Site shall at all times be subject to the most current version of these terms and conditions of use, together with such other rules and guidelines as may be posted to the Site from time to time. Users should periodically check the Site to view the then-current terms and conditions of use. If you do not agree to these terms, please do not use this Site.

2. Materials. The materials and content on this Site, including without limitation, all information, data, documents, communications, files, text, graphics, software, and services available through the Site (collectively, the "Materials") are provided by NEW Plastics for information purposes only. Product specifications contained in the Materials are subject to change at any time, without notice. Inclusion of NEW Plastics' products on the Site shall not be deemed or construed to be a warranty, guarantee, or representation that such product(s) are available from NEW Plastics at all times, or in any specific quantity. Although the Site is available on the World Wide Web, products displayed from time to time on the Site may not be available in all geographic locations. Users may print and/or distribute Materials from the Site for lawful business purposes directly related to and in furtherance of NEW Plastic's business operations. All Materials are the sole and exclusive property of NEW Plastics, and, except as expressly set forth herein, may not be reproduced or used without the prior written consent of NEW Plastics.

3. Transmissions to Site. Users are prohibited from posting or transmitting to, through or communicating from the Site, any unlawful, threatening, harassing, libelous, offensive, defamatory, obscene, pornographic, or other materials that violate any law or the rights of others, including without limitation, laws against copyright infringement, and rights of privacy and publicity. Users agree to indemnify and hold NEW Plastics (and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and/or employees) harmless from any claim(s) or demand(s), including reasonable attorneys' fees, made by any third party due to or arising out of (i) communication and/or content submitted to, posted to, or transmitted through or otherwise communicated from the Site (including, without limitation, any user content, or computer viruses); (ii) use of the Site; (iii)

connection to the Site; (iv) violation of these terms and conditions; and/or (v) intentional violation of any legal rights of another person or entity.

4. Intellectual Property. The Materials on this Site, as well as their selection and arrangement, are protected by copyright, trademark, servicemark, tradename, patent, and/or other intellectual property laws, and any unauthorized use of the Materials from this Site may violate such laws and/or these terms and conditions of use. Except as expressly provided herein, NEW Plastics does not grant any express or implied rights to use or copy the Materials. Users agree not to copy, republish, frame, download, transmit, modify, rent, lease, loan, sell, assign, distribute, license, sublicense, reverse engineer, or create derivative works based on the Site, its Materials, or their selection and arrangement, except as expressly authorized in advance in writing by NEW Plastics. In addition, users agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Site.

5. Site Monitoring. NEW Plastics may, but is not obligated to, monitor or review (i) any areas on the Site, including without limitation, bulletin boards, chat rooms, or other user forums; and (ii) the substance of any communications to, through, or from the Site. Except as set forth in NEW Plastics' Privacy Policy on the Site, information communicated to NEW Plastics through the Site will be deemed not to be confidential or private. Users understand and agree that NEW Plastics may disclose information about users if it has a good faith, reasonable belief that it is required to do so by law or legal process, to respond to claims, or to protect the rights, property, or safety of NEW Plastics or its employees or others. The Site may use cookies to facilitate its operation for the benefit of users.

6. Disclaimer. The Site and Materials are provided without warranty, representation or guarantee of any kind, either express or implied. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEW PLASTICS DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS REGARDING THE SITE AND/OR MATERIALS (OR THE ACCURACY, CORRECTNESS, RELIABILITY OR COMPLETENESS OF DATA COMPRISING ANY PART OF THE MATERIALS ON OR AVAILABLE THROUGH THE SITE), EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT WILL NEW PLASTICS BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THIS SITE, OR ON ANY OTHER HYPERLINKED WEB SITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF WE ARE EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEW Plastics does not warrant that (i) the Site will be uninterrupted or error-free; (ii) defects, if any, will be corrected; (iii) the Site (or the server(s), firmware, hardware or other computing equipment related to the Site) that makes

the Materials available are free of viruses or other harmful, and potentially transmittable, code; or (iv) particular business operation results will be attainable by using the Materials or the Site. Each user hereby voluntarily assumes all risk of using the Site and Materials, and hereby waives any claims against NEW Plastics based on errors, inaccuracies or other defects in the Materials. NEW Plastics does not warrant or guarantee, and purchaser is solely and exclusively responsible for determining (i) the suitability of using NEW Plastics' products in any particular application or design, and (ii) the structural integrity and safety of all structures of any kind whatsoever constructed (in whole or in part) using NEW Plastics' products. Purchasers of NEW Plastics' products should consult manufacturer's product specifications, an architect, engineer or other design professional and/or local building and safety code regulations regarding all applications and use of NEW Plastics' products.

7. Links. From time to time, the Site may contain links to other sites on the Internet, which are owned and operated by third parties. Users acknowledge that NEW Plastics is not responsible for the availability of, or the content located on or through, any such site. NEW Plastics is providing these links to Site users solely and exclusively for users' convenience, and the inclusion of link on the Site, if any, does not imply and shall not be deemed endorsement by NEW Plastics of such sites.

8. Limitation of Liability. Under no circumstances, including without limitation negligence, shall NEW Plastics be liable for any lost profits, indirect, special, consequential, punitive or other similar damages, arising from or out of the use of, or the inability to use, this Site or Materials. (Applicable law in some jurisdictions may not permit the limitation or exclusion of liability and/or incidental or consequential damages. Therefore, the foregoing exclusion may not apply to all users.)

9. Applicable Law. This Site is hosted by NEW Plastics within the State of Wisconsin. By accessing this Site, users agree that all matters relating to use of this Site, including without limitation, all disputes arising from or out of the use of the Site, shall be governed by the internal laws of the State of Wisconsin, without regard to the conflicts of laws principles thereof. In any action at law or in equity arising from or out of, or relating to, these terms and conditions of use, Site users hereby voluntarily consent to the personal jurisdiction of, and proper venue in, the state or federal courts located in the State of Wisconsin.

10. Severability. If any provision of these terms and conditions of use are determined to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining terms and conditions, which remaining terms and conditions shall be unaffected, valid and enforceable.

11. No Alteration. The terms and conditions set forth herein may not be altered by users, and no oral communication to or from NEW Plastics may amend these terms and conditions of use set forth herein.