

## Putzmeister America Inc. Website - Terms of Use

Putzmeister America, inc. (“Putzmeister” or “we”) operates this site for the convenience of its customers, prospective customers, employees, distributors, dealers and other visitors (“you”).

By accessing or using this website or its content, you are agreeing to enter into this legally binding contract with Putzmeister based upon these terms of use (“terms”). If you do not agree to these terms of use, you may not access the site or use the content here to convert case

1. **Website.** Putzmeister and its representatives own and operate this website, including the website features, functionality, software (in object code and source code), “look and feel,” user interfaces, and website architecture, including all related intellectual property rights (collectively, the “Site”).
2. **Content.** Putzmeister owns, or has a legal right to use, all images, writings, texts, pictures, drawings, graphics, videos, sound recordings, brochures, logos, specifications, policies, research, reports, manuals, technology, artwork, advertisements, and all other works of authorship, and all related intellectual property rights on the Site (collectively, the “Content”). The Content is protected by copyright, trademark, trade dress and other intellectual property rights and unfair competition laws.
3. **Website Access and Use.** We permit you to use the Site and Content so long as you comply with these Terms, the Privacy Policy, and all international, federal, state and local laws applicable to your access and use of the Site and Content. If you are a resident of the United States, the Site is intended only for those ages thirteen (13) and older. If you are a resident of Canada, Central America or South America, the Site is intended only for those who are at least the age of majority in their country of residence (typically eighteen (18) years old). If you are under the age of majority, stop using the Site immediately.

4. **Use Restrictions.** You may not copy, reproduce, distribute, publicly display, create derivative works from, modify, lease, lend, sell, transmit, exploit, reverse engineer, or disassemble the Site or the Content. You are prohibited from accessing or attempting to access the source code of the Site. You shall not attempt to access or use any Content or areas of the Site not intentionally made available to you by Putzmeister. You may not use the Site or Content for any purpose other than to obtain information about Putzmeister and its products and to communicate with Putzmeister.
  
5. **Your Account.** If you are a Putzmeister employee or a member of the press, you may be required to set up an account to access certain features of the Site by creating a username and password (“Account”). When creating an Account, you will be required to provide certain personal information, such as your name and email address. You must provide truthful and accurate information about yourself when creating an Account and keep your Account information current. We will treat your Account information as set forth in our Privacy Policy. You are responsible for the activities that occur under your Account. You are prohibited from sharing your Account or your password with anyone else. Use caution when using your Account on a shared computer or public network. You must immediately notify Putzmeister of any breach, or suspected breach, of your Account. You are responsible for any internet access, mobile data, or any other device or services needed to access your Account, at your own expense.
  
6. **Putzmeister Trademarks.** Putzmeister owns or licenses certain U.S. and international trademark registrations, including, but not limited to, “Putzmeister.” You may not use Putzmeister’s trademarks, trade names, service marks, insignia, trade dress or logos (the “Marks”) without Putzmeister’s express prior written consent. References to any third-party trademarks on the Site are for identification purposes only. Nothing contained in these Terms should be construed as granting or permitting any right to use our Marks or any third-party trademarks.
  
7. **Acceptable Use.** When using the Site or the Content, you may not:

1. upload, transfer or post anything on the Site that is: (i) unlawful, fraudulent, libelous or defamatory; (ii) invades the privacy of another or that you are not permitted to share due to its confidential nature; (iii) is protected by a third party's intellectual property rights without the express consent of such third party; or (iv) is obscene, pornographic, indecent, hostile, abusive, stalking harassing, threatening or otherwise inappropriate as determined by Putzmeister in its sole discretion;
2. use any robot, spider, site search/retrieval application or other device to "scrape," "data mine" or in any way gather data or information from the Site;
3. use the Site to introduce any viruses, Trojan Horses, malware, time-bombs, time-outs, back doors, worms, spyware, ransomware, or any mechanism that may damage or hijack the operation of, or monitor the use of, any hardware, software, equipment or network of Putzmeister or any other users of the Site ("Malware");
4. frame or mirror any part of the Site, or reproduce or circumvent the navigational structure or presentation of the Site;
5. remove any of the copyright, trademark or other intellectual property rights notices from the Site or the Content;
6. use the Site to harvest or collect personally identifiable information, including email addresses, about users of the Site;
7. modify, alter or damage the Content or Site, or use the Site in any way that interferes with or disrupts, damages, or overburdens the operation of the Site, servers or networks used to make the Site available, or violates any requirements or procedures of Putzmeister's or any third party's computer networks; and
8. engage in any other conduct which, in Putzmeister's sole discretion, is considered inappropriate, unauthorized, or outside the scope of the intended uses for the Site and Content.

8. **Third-Party Materials.** The Site contains links to third-party websites and content ("Third-Party Materials") for your convenience. We are not responsible

or liable to you for any Third-Party Materials. You access Third-Party Materials at your own risk. Third-Party Materials on the Site are not an endorsement or an association with any third party or their products unless expressly stated by Putzmeister on the Site. When you visit third-party websites, including Putzmeister's social media pages and the online Putzmeister merchandise store, you are subject to the data gathering and data use practices of such third parties, over which Putzmeister has no control. WHEN YOU VISIT A THIRD-PARTY WEBSITE, YOU MUST FOLLOW ANY THIRD-PARTY TERMS AND POLICIES ON SUCH THIRD-PARTY WEBSITE.

9. **Privacy Policy.** By using this Site, you grant Putzmeister the express consent to collect, use, store, transfer, and share certain electronic information and personal information about you and relating to your use of the Site and the Content. We will use that information in accordance with our Privacy Policy, which can be found

at: <https://www.putzmeister.com/web/northamerica/privacy-policy> ("Privacy Policy") and applicable laws. In the event of a conflict between the Terms and the Privacy Policy, the Privacy Policy shall control.

10. **Linking To The Site.** You may not provide a link to this Site without our express prior written consent. If Putzmeister permits you to provide a link to this Site, then certain conditions will apply, including, without limitation: (a) you may not portray Putzmeister, its products, or the Site in a manner that is misleading or negatively impacts our goodwill or reputation; and (b) you must comply with these Terms. You must remove a link to this Site from your website immediately upon request from Putzmeister, and you are responsible for all costs, including legal fees, we incur to enforce that removal.

#### 11. **Your Contributions.**

1. **License.** Any questions, comments, materials, information, orders and ideas you submit to us ("Your Contributions") remain your property. You grant to Putzmeister and our affiliates, and each of our respective licensors, a perpetual, royalty-free, irrevocable, unrestricted, worldwide license to use, distribute, display, copy, perform, modify, store,

sublicense, create derivative works from, and transfer Your Contributions in any format and on or through any medium for any purpose. You waive any right to compensation related to, and arising from, Your Contributions submitted to or gathered by Putzmeister.

2. **You Represent and Warrant.** You represent and warrant to Putzmeister that Your Contributions: (i) are owned solely by you and you have the legal right to use and submit Your Contributions to us; (ii) are true and accurate; (iii) are not confidential or proprietary; and (iv) do not and will not violate the rights of any third party.
3. **Treatment of Your Contributions.** We will handle Your Contributions in accordance with these Terms, the Privacy Policy and applicable laws. We are not responsible or liable to you or to any third party for Your Contributions. Unless expressly required by applicable law, Your Contributions will NOT be treated as confidential by Putzmeister, even if you ask us to treat them as confidential, so DO NOT submit confidential or proprietary information to us.

**12. Anti-Virus.** You shall use up-to-date, commercially standard, anti-virus software on any computer or other device used to access the Site.

**13. Monitoring.** Putzmeister may, but is not required to, monitor your activities on the Site. Putzmeister may store, monitor, evaluate, transfer, or disclose any of Your Contributions, or any information about your activities on the Site, as permitted by our Privacy Policy and applicable laws: (a) to enforce these Terms; (b) to pursue available remedies; (c) to limit damages to Putzmeister or other users of the Site; (d) to protect privacy or property rights; (e) to respond to valid legal process; and (f) for any other lawful reason.

**14. Employment Materials.** If you apply for a job with Putzmeister using the Site, only submit application materials through the “Careers” link on the Site, or as otherwise directed by an authorized employee of Putzmeister. Only provide the limited personal information requested in the Employment Application Form. Do not provide any additional personal, sensitive, confidential or

proprietary information. You are prohibited from submitting any employment materials that are not owned by you or on behalf of any other person. We will handle the employment materials which you submit to us in accordance with our Privacy Policy.

**15. Social Media.** The Site contains links to Putzmeister's social media pages (e.g., Facebook, Twitter, etc.). We use our social media pages to communicate with our customers, potential customers, dealers, distributors, vendors and employees and so you can learn more about us and our products. We may, but are not required to, monitor content posted by users on our social media pages. If Putzmeister follows, likes, shares, or does any similar action to a third-party's post, that action is not an endorsement of that third-party or their content unless expressly stated by Putzmeister. We may modify or remove any content that users post on our social media pages that we deem inappropriate or inconsistent with these Terms. We may block anyone from posting or visiting our social media pages in our sole discretion, including for disruptive, inappropriate or offensive behavior.

**16. Digital Millennium Copyright Act.** You shall not infringe the intellectual property rights of Putzmeister or any other party. Putzmeister may remove anything you post that Putzmeister believes in good faith infringes or misappropriates the intellectual property rights of any person or entity, without liability to you or any other party. **PUTZMEISTER WILL TERMINATE YOUR ACCOUNT IF YOU ARE A REPEAT COPYRIGHT INFRINGER.**

If you (a) have a copyright infringement claim; or (b) believe that your materials were incorrectly removed from the Site due to an inaccurate copyright infringement claim, please contact the following Putzmeister registered agent. For more information on Putzmeister's policy for addressing claims for copyright infringement, please see Putzmeister's Digital Millennium Copyright Act Policy.

1. **Cooperation with Law Enforcement.** Putzmeister will cooperate with law enforcement and governmental entities on any matters where you are suspected of having violated applicable laws. **YOU WAIVE AND HOLD PUTZMEISTER AND ITS REPRESENTATIVES HARMLESS FOR ANY: (a) COOPERATION WITH LAW ENFORCEMENT AND TO GOVERNMENTAL**

ENTITIES, OR (b) DISCLOSURE OF ANY INFORMATION RELATING TO YOU TO LAW ENFORCEMENT AND TO GOVERNMENTAL ENTITIES.

2. Termination. Putzmeister may terminate your access to the Site or any Content, with or without notice to you, for any reason, without liability to you or any third party. If you violate these Terms or applicable laws relating to your access or use of the Site or Content, you are immediately prohibited from further use of the Site or Content.
3. Modification to the Site. Putzmeister may, at any time, temporarily or permanently, modify or discontinue the Site or any Content, or any part thereof, or restrict the time or amount the Site or any Content is available to any user. Putzmeister may, in its sole discretion, limit the Site's availability, in whole or in part, to any person, geographic area or jurisdiction.
4. Warranty Disclaimers. Putzmeister provides this Site and its content on an "As Is" and "As Available" Basis. To the fullest extent permitted by applicable Law, Putzmeister expressly disclaims all express or implied warranties of any kind with regard to the site and the content, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-Infringement, Title, and any other warranties that might arise under any Law.

**Without limiting the foregoing, Putzmeister makes no representations or warranties:**

1.
  1. that the site will meet your needs;
  2. that Putzmeister will continue to provide any particular feature of the site or the content;
  3. that the site will be uninterrupted, error-free, or free from viruses, malware, hacking, or interruption;
  4. that the site or any particular product is available or permitted in your area;
  5. as to the accuracy, completeness, security, timeliness, reliability, quality, safety, correctness, compliance with laws, or availability of the site or the content; or

6. that the content on the site will be updated or up-to-date.
  
2. **Exclusion of consequential damages.** to the maximum extent permitted by applicable law, under no circumstances shall Putzmeister, its affiliates, or any of their directors, officers, employees, agents, contractors, licensors, successors and assigns (“representatives”) be liable to you or to any third party for any special, punitive, indirect, incidental, liquidated, exemplary or consequential damages, or for claims for lost profits, lost time, lost data, lost revenue, loss of use, loss of goodwill, or for any other types of economic loss, in connection with your use of the site, the content of the site, the subject matter of these terms, your contributions, or the inability to access the site or content, regardless of the form of action, whether in an action in product liability, negligence, contract, strict liability, tort, or any other theory, and even if Putzmeister is advised of the possibility of such damages.
  
3. **Limitation of liability.** in no event shall Putzmeister’s or its representatives’ aggregate liability to you or to any third party in connection with the subject matter of these terms, the use of the site or inability to use the site, the content or your contributions exceed \$100.00 US. Dollars. This limitation shall apply even if Putzmeister was advised of the possibility of such damages and even if any remedies fail of their essential purpose.
  
4. **Indemnification.** you agree to indemnify, defend (at Putzmeister’s request) and hold harmless Putzmeister and its representatives against all losses, costs, damages, judgments, awards, settlements, fees, expenses, liabilities, and attorneys’ fees (“claims”) arising out of or relating to: (a) your use of the site, content or third-party materials; (b) your contributions; (c) your violation of these terms, the privacy policy or applicable law; (d) your infringement or misappropriation of any intellectual property rights in the site, content, your contributions or third-party materials; and/or (e) your violation of any applicable laws, rules or regulations.
  
5. **Choice of Law.** These Terms, and any disputes relating to the Site, Content or Your Contributions, shall be governed by the laws of the State of Wisconsin,



United States, without regard to conflict of laws principles. The parties agree to exclusive jurisdiction and venue in the state and federal courts having jurisdiction in Racine County, Wisconsin, United States and you irrevocably consent to personal jurisdiction in such courts. The parties specifically exclude application of the Uniform Computer Information Transactions Act to these Terms. Any claim by you arising in connection with these Terms, the Site, your ability or inability to use the Site, Your Contributions or the Content must be commenced by you within one (1) year after the use, action or inaction giving rise to such Claim.

6. **Language.** We provide translations of the English language version of these Terms, such as Latin-American Spanish, for your convenience. The English language version of these Terms shall govern your use of this Site and the Content. If there is a conflict between the English language version of these Terms and those in another language, the English language version controls.
  
7. **Operation from the United States.** Putzmeister is an international company and certain of its affiliates, subsidiaries, licensors and third-party service providers are located outside of the United States. Putzmeister's third-party service provider, AWS, hosts the Site from India and therefore some of Your Contributions or other content may be transferred to, stored in, or accessed from India. However, Putzmeister manages all of the Content from within the United States and these Terms and this Site apply specifically to our North American, Central American and South American ("the Americas") users. Different terms apply to Putzmeister's other international websites and your use thereof. If you choose to access the Site or Content outside of the Americas, you do so at your own risk. Putzmeister does not guarantee that the Site or any Content will be permitted or available in any certain jurisdiction. We transfer data as set forth in the terms of the Privacy Policy.
  
8. **Assignment.** Putzmeister may assign these Terms, in whole or in part, without notice to you and without your consent. You may not assign, transfer, or sublicense these Terms or any of your rights or obligations under these Terms. These Terms will inure to the benefit of Putzmeister and its licensees, successors and assigns.

9. **No Waiver.** Putzmeister shall not be deemed to have waived any of its rights under these Terms by delay, statement or representation other than by an express, written waiver, signed by an authorized Putzmeister representative. A waiver of a breach under these Terms by Putzmeister does not constitute a waiver of any future breach of these Terms.
10. **Severability.** In the event any provision of these Terms is found invalid or unenforceable, such provision will be interpreted to fulfil its intended purpose to the maximum extent permitted by applicable law, or the provision shall be severed from the Terms. All remaining provisions shall continue in full force and effect.
11. **Additional Terms and Conditions.** Additional terms and conditions apply to you if you visit and purchase merchandise from the Putzmeister online store. Furthermore, if you participate in any sweepstakes, contests, surveys or the like sponsored by Putzmeister, additional terms and conditions apply to you.
12. **Entire Agreement.** Except as set forth in Section 30 (Additional Terms and Conditions) above, these Terms and the Privacy Policy contain the entire agreement between you and Putzmeister with regard to your access and use of the Site, the Content and Your Contributions. The Terms and Privacy Policy supersede all prior or contemporaneous discussions, negotiations or writing regarding the subject matter. Putzmeister's customer service representatives are not authorized to modify any provision of these Terms, either verbally or in writing.
13. **Changes to terms.** Putzmeister may modify these terms by posting modifications on the site, so you are advised to periodically check the site. Your continued use of the site after the posting of any modifications constitutes acceptance of any updated terms.

14. **Notices.** Putzmeister may provide notice to you regarding Putzmeister or these Terms by any contact information provided by you to Putzmeister or by posting such notice on the Site. Any notices you provide to Putzmeister shall be at the email address or mailing address listed below:

**Email:** pmr@putzam.com or [contact.america@putzmeister.com](mailto:contact.america@putzmeister.com)

**Subject Line:** NOTICE: WEBSITE TERMS OF USE

**Contact Person:** Marketing Manager

**Mailing:**

Putzmeister America, Inc.

Attn: Marketing Manager

1733 90th Street,

Sturtevant, WI 53177 USA

**Phone:**

1 (262) 886-3200

**1. Country-Specific Terms.**

1. Brazil. Notwithstanding anything to the contrary in these Terms, if you are a resident of Brazil, the parties agree to exclusive jurisdictions and venue in courts have jurisdiction in Atibaia, Sao Paulo, Brazil, 12952-720.

**Terms Last Modified / Effective Date:** November 21, 2017