

Spec Sheet

KOHAN KOBAYASHI CANADA INC. WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.

The following terms and conditions, and all documents referenced in it, (collectively, the “**Terms and Conditions**”), set out the terms and conditions that apply to your use of www.kohan.com and www.kohan.ca (collectively, the “**Website**”). For good and valuable consideration, your access and use of the Website and any Content (as defined below) constitutes your agreement to be bound by these Terms and Conditions, which establishes a contractual relationship between you and Kohan Kobayashi Canada Inc. (“**KKC**”). If you do not agree with these Terms and Conditions, do not access or use the Website or the Content.

KKC may, in its sole discretion and for any reason, modify, supplement or amend these Terms and Conditions without any notice or liability to you or any other person, by posting revised Terms and Conditions on the Website. Your continued use of the Website or any Content signifies your acceptance of any revised Terms and Conditions, so check back frequently to read the most recent version.

1. Ownership

The Website, including, without limitation, the Website URL, the Website design, all text, graphics, buttons, icons, data, content, photos, video, audio and the selection and arrangement of the Website (collectively, the “**Content**”) is owned by KKC or the applicable third party. For greater certainty and the avoidance of any doubt, KKC and applicable third party entities hold all right, title, and interest, including all intellectual property rights, in and to the Website and the Content. You hereby acknowledge that the Website and Content are protected to the fullest extent permitted by applicable law – including, but not limited to, copyright, trademark, patent and all other applicable intellectual property laws. Your use of the Website or the Content does not grant or transfer to you any ownership or other rights in the Website or Content, and except as expressly provided, nothing herein or within the Website shall be construed as conferring on you or any other person any license under any of KKC’s or any third party’s intellectual property or other rights. Any rights not expressly granted to you in these Terms and Conditions are expressly reserved by KKC and the applicable third parties.

Certain names, words, titles, phrases, logos, icons, graphics or designs contained within the Website may constitute trade names, registered or unregistered trademarks or service marks (“**Trademarks**”) of KKC and of other persons or entities. All Trademarks are and shall remain the sole and exclusive property of their respective owner(s). Any use of such Trademarks without the express written consent of the applicable owner is strictly prohibited. Display of Trademarks in the Website does not imply that any license has been granted to you or to any third party. All rights are reserved. Any unauthorized downloading, re-transmission, or other copying or modification of Trademarks may be a violation of statutory or common law and subject you to legal action.

2. Use of Website

The Website and the Content may change without notice. KKC reserves the right to modify the Website and the Content without any obligation to notify past or current Website users.

You agree to comply with all applicable laws and regulations (including laws relating to copyright), as well as these Terms and Conditions, when using the Website and the Content. Except as specifically permitted in these Terms and Conditions, you acknowledge and agree that you may not: (a) copy, reproduce, distribute, transfer, sell, license, publish, republish, distribute, rent, lease, loan, enter into a database, modify, create derivative works, upload, edit, post, link to, transmit, or in any way exploit, any part of the Website or the Content; (b) use the Website or the Content to engage in any activities that infringe intellectual property rights or facilitate any such activities; (c) copy, modify, alter, remove, or deface any trademarks, service marks, or other intellectual property displayed or made available through the Website, or use any of the foregoing for any purpose other than the purpose for which such intellectual property is made available to you; (d) reverse engineer, disassemble, decompile, or translate the Website; (e) attempt to derive the source code of the Website; (f) use the Website or the Content to create a competing product; (g) use any data mining, robots, or similar data gathering and extraction

tools on the Website; (h) gather, extract, reproduce and/or display on any non-KKC website or other online service, any Content, whether or not by the use of spiders or other 'screen scraping' software or system used to extract data; (i) authorize, encourage or assist any person to do any of the foregoing; or (j) engage in any other usage which KKC may stipulate from time to time as being inappropriate or prohibited. You may use the Website and the Content for your personal, non-commercial use only.

In its sole discretion, in addition to any other rights or remedies available to KKC and without any liability whatsoever, KKC may at any time and without notice terminate or restrict your access to any component of the Website or the Content. Your right to access and use the Website and the Content shall automatically terminate upon your breach of these Terms and Conditions.

3. Privacy

By accessing and using the Website or the Content, you acknowledge that you have read KKC's Privacy Policy <http://kohan.com/Privacy-Policy.htm>, the terms of which are incorporated into these Terms and Conditions, and you agree that the terms of that policy are reasonable.

4. Disclaimers

EXCEPT AS EXPLICITLY PROVIDED IN THESE TERMS AND CONDITIONS, AS AMENDED FROM TIME TO TIME, KKC AND ITS AFFILIATES AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS, CONTRACTORS, LICENSORS OR SUPPLIERS (THE "KKC PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE WEBSITE AND/OR ANY CONTENT, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KKC EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THIS WEBSITE AND ITS CONTENT, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OR IMPLIED CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

KKC AND THE KKC PARTIES DO NOT WARRANT OR GUARANTEE: (A) THE ACCURACY, COMPLETENESS, CORRECTNESS, CURRENCY, RELIABILITY, TIMELINESS, USEFULNESS OR SUITABILITY OF THE WEBSITE OR THE CONTENT; (B) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEBSITE OR THE CONTENT; (C) THAT THE USE OF THIS WEBSITE OR THE CONTENT WILL MEET ANY USER REQUIREMENTS; (D) THAT ACCESS TO THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (E) THAT THE CONTENT WILL BE FREE OF INFECTIONS, VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT COULD BE HARMFUL TO YOUR COMPUTER SYSTEM.

YOU ACKNOWLEDGE AND AGREE (I) THAT YOUR USE OF THIS WEBSITE AND CONTENT IS AT YOUR SOLE DISCRETION AND RISK, AND (II) THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE YOU MAY SUSTAIN, WHETHER RELATING TO (A) YOUR COMPUTER SYSTEM, OR ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL, INFORMATION OR DATA, (B) YOUR RELIANCE ON THE CONTENT, OR (C) ANY OTHER FORM OF DAMAGE THAT MAY BE INCURRED. IN NO EVENT WILL KKC OR THE KKC PARTIES BE LIABLE FOR THE CONDUCT OF USERS OF THIS WEBSITE.

5. Limitation of Liability

TO THE GREATEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL KKC OR THE KKC PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF USE, DATA, INFORMATION, OR PROFITS OR BUSINESS INTERRUPTION, OR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR PERFORMANCE OF THIS WEBSITE, ANY LINKED WEBSITE, OR THE CONTENT, OR OTHERWISE ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIS WEBSITE OR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON THE CONTENT, AND/OR ANY ERRORS OR OMISSIONS IN SUCH CONTENT, WHETHER SUCH DAMAGES ARE BASED IN TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF KKC OR THE KKC PARTY HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE WEBSITE AND THE CONTENT.

6. Indemnification

You will indemnify, defend (at KKC's option) and hold harmless KKC and the KKC Parties from and against all losses, claims, damages, causes of action or demands, including without limitation reasonable legal, accounting and other professional fees, arising from or related to: (a) your use of and reliance on the Website; (b) your use of and reliance on the Content; or (c) your violation of these Terms and Conditions, including, without limitation your infringement of any intellectual property or other right of KKC or any other person or entity.

7. Links/Software

The Website may contain links to websites owned or operated by other entities which are not maintained, associated or affiliated with KKC. These links are provided solely as a convenience to you and the inclusion of any link does not imply approval, endorsement, investigation or verification by KKC of the linked website or information contained in the linked website, or of their security or privacy practices. KKC will not be responsible for the content of any other linked websites and makes no representation or warranty regarding any other websites or the contents on those websites. If you decide to access other websites, you do so at your own risk and KKC will not be responsible or liable for any damages in connection with such linking. In addition, KKC does not endorse or approve of any websites linked from or to the Website, except for other websites operated by KKC, if any.

8. Relationship Between the Parties

These Terms and Conditions and/or your use of the Website shall not be construed to and does not create a relationship of agency, partnership, employment or joint venture between you and KKC. You shall not have the authority to bind KKC without the prior written consent of KKC.

9. Severability and Waiver

These Terms and Conditions will be severable. In the event that any provision is determined to be unenforceable or invalid, that provision will nonetheless be enforced to the fullest extent permitted by applicable law, and that determination will not affect the validity and enforceability of any other remaining provisions of these Terms and Conditions. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by KKC and only applicable to the specific incident and occurrence so waived. The failure by KKC to insist upon the strict performance of these Terms and Conditions, or to exercise any term hereof, shall not act as a waiver of any right, promise or term, which shall continue in full force and effect.

10. Assignment and Enurement

You may not assign, in whole or in part, any of your rights or obligations under these Terms and Conditions. KKC may, without prior notice or consent, assign these Terms and Conditions or any of its rights or obligations hereunder. You give your approval to KKC for it to assign these Terms and Conditions, in whole or in part, and upon such assignment the assignee shall assume all the rights and obligations of KKC and KKC shall be released. These Terms and Conditions will inure to the benefit of KKC's successors and assigns.

11. Governing Law; Jurisdiction

These Terms and Conditions are governed by the laws of the Province of Ontario and the laws of Canada applicable therein without regard to any conflict of laws provisions. You expressly consent to the exclusive jurisdiction of the courts located in Ontario with respect to any dispute arising under these Terms and Conditions, unless otherwise agreed by KKC in its sole discretion. However, KKC has the right to take action in a court that has jurisdiction over your place of business or the jurisdiction in which you reside.

12. Entire Agreement

These Terms and Conditions, together with any rules, policies or guidelines posted on the Website by KKC or incorporated or referred to herein, constitute the entire agreement between you and KKC with respect to your

access to and use of the Website and the Content, and supersedes any prior agreements, understandings, negotiations and discussions, whether electronic, oral or written, regarding the subject matter of these Terms and Conditions, and may not be amended or modified except by KKC. No party has been induced to enter into these Terms and Conditions in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included in these Terms and Conditions.

13. Survival

Sections 1, 4, 5, 6, 9, 10, 11, 12, 13, and any other sections which by their nature survive the termination or expiration of these Terms and Conditions and/or your access to and/or use of the Website will survive any termination or expiration thereof.

14. Business Name and Business Ownership

The legal name of KKC is Kohan Kobayashi Canada Inc. Please direct enquiries to KKC's registered business address at: 2365 Shirley Drive, Kitchener, Ontario, Canada, N2B 3X4; or by email at: sales1@kohan.com

15. English Language

The parties have requested that these Terms and Conditions and all documents contemplated by these Terms and Conditions be drawn up in English. Les parties aux présentes ont exigé que cette entente et tous autres documents envisagés par les présentes soient rédigés en anglais.