

## WEBSITE TERMS OF USE

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE YOU START TO USE THE WEBSITE, PROVIDE ANY INFORMATION ON THE WEBSITE, OR COMPLETE ANY REGISTRATION ON THE WEBSITE. THESE TERMS OF USE CONTAIN WARRANTY AND LIABILITY DISCLAIMERS AND A CLASS ACTION WAIVER THAT MAY AFFECT YOUR LEGAL RIGHTS. IF YOU DO NOT AGREE WITH THESE TERMS OF USE, PLEASE DO NOT ACCESS, REGISTER, OR USE THE WEBSITE.**

### **1. Acceptance of the Terms of Use.**

The following Terms of Use (the “**Terms of Use**” or “**Agreement**”) is a binding agreement between you (“**User**”, “**you**”, or “**your**”) and Ascent Industries Co. (“**Ascent Industries**”, “**we**”, “**us**”, or “**our**”) governing your access and use of our websites (collectively the “**Website**”), including any functionality, services, or solutions on or through the Website, as well as any electronic submission sent, received, posted, accessed, or stored on or through the Website. These Terms of Use apply to all Users who access or use the Website in any capacity. Certain products or services offered through the Website may have additional terms and conditions, which govern in the event of any inconsistency with the Terms of Use below.

BY CLICKING “I AGREE” (OR SIMILAR BUTTON) TO ACCEPT OR AGREE TO THESE TERMS OF USE WHEN THIS OPTION IS MADE AVAILABLE TO YOU AND/OR BY USING OR ACCESSING THIS WEBSITE YOU:

- ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS OF USE AS WELL AS OUR PRIVACY POLICY, WHICH IS INCORPORATED BY REFERENCE;
- REPRESENT AND WARRANT THAT YOU HAVE THE FULL LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR A LEGAL ENTITY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT LEGAL ENTITY; AND
- ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. **IF YOU DO NOT AGREE WITH THESE TERMS OF USE, YOU SHALL NOT USE OR ACCESS THIS WEBSITE OR ANY SERVICES ASSOCIATED WITH THE WEBSITE.**

### **2. Eligibility.**

In order to use this Website, you need to: (1) be 18 years of age and (2) have the power to enter into a binding contract with us and not be barred from doing so under any applicable laws. THE WEBSITE IS NOT AVAILABLE TO PERSONS UNDER THE AGE OF 18. By accessing the website, you represent and warrant that you are at least 18 years of age or older and are fully able and competent to enter into the terms, conditions, representations, and warranties set forth in this Agreement. You may not use or access the Website if you do not agree to these Terms of Use or you are accessing the Website from outside of the United States.

### **3. Accessing the Website and Account Security.**

In order to access the Website or some of the resources the Website offers, you may be required to register and create an account or provide certain details or other information such as your full name and email address. You represent and warrant that all of the information you provide in creating an account or in order to access some of the resources offered by the Website are true and complete and you agree to update your account upon any changes to such information. You are responsible for: (1) making all arrangements necessary for you to have access to the Website and (2) ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

We reserve the right to withdraw or amend this Website, and any service, product, solution, or material we provide on the Website. We will not be liable if for any reason all or part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to you.

You agree not to attempt to log on to the Website from any country under sanctions by the Office of Foreign Assets Control. Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Website from one of these countries may result in your access being restricted and/or terminated.

#### **4. Consent to Collect Technical Data.**

We may collect technical information and use certain technologies, including session replay software, to collect and analyze technical data relating to the provision, use and performance of the Website and related systems. This technical data may include your Internet Protocol (IP) address, the location from which you are browsing our Website, your browser type and version, time zone setting, operating system and platform, and information about your visit to the Website including the full Uniform Resource Locators (URL), clickstream to, through and from our Website, including the date and time, page response times, technical errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the Website. By visiting and using the Website, you hereby consent to and agree to the collection of this data by Ascent Industries and that Ascent Industries will be free (during and after the term hereof) to (i) use such data to improve and enhance the Website and for other development, diagnostic, and corrective purposes in connection with the Website and other service offerings; (ii) disclose such data in aggregated or de-identified form in connection with its business; and (iii) otherwise use and disclose such data as set forth herein

#### **5. Communications.**

By providing your information via the Website, including while creating and registering for a user account, you authorize Ascent Industries and its respective employees, agents, and contractors to initiate electronic communications by email, telephone calls to numbers (including to cellular phones) that are provided through the Website or as part of the registration process on the Website, and text messages (SMS or MMS) to cellular phone numbers that are provided through the Website or as part of registering and creating a user account to provide updates or other purposes related to the Website and services provided by Ascent Industries. Your carrier may charge for these incoming calls or messages. You consent to such communications, which may occur by use of an automatic telephone dialing system. Telephone calls may be recorded, standard data and message rates may apply for SMS and MMS alerts, whether you send or receive such messages, and you agree to be responsible for all such charges. Do not submit your information if you do not consent to being contacted by telephone, text, or email.

#### **6. Changes to the Terms of Use.**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them on the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page on the Website so you are aware of any changes, as they are binding on you. For certain types of updates and revisions, we may decide, in our sole discretion, to notify you of such changes via email or other method of written notice.

## **7. Website Ownership and Intellectual Property Rights.**

The Website and its entire contents, features, functionality, and services (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by and the exclusive property of Ascent Industries, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You acknowledge and agree that you do not acquire any ownership rights to the Website, or any services offered through the Website, through this Agreement or by use of the Website.

Additionally, logos, trademarks and service marks of third parties may also appear on this Website, and such are the exclusive property of their respective owners and no use or other rights are granted with respect to these trademarks without the express, written approval of the trademark/service mark owner. You may view, copy and print pages from the Website only: (1) for personal use, provided that you maintain all copyright, trademark, and other proprietary rights or notices; or (2) for communicating with Ascent Industries about a company product or service. You may not otherwise use, reproduce, download, store, post, broadcast, transmit, modify, sell or make available to the public content from the Website without the prior written approval of Ascent Industries.

You acknowledge and agree that Ascent Industries has and retains exclusive and valid ownership of all anonymized statistical information regarding use of the Website. Any unauthorized use, reproduction, modification, distribution, transmission, republication, display or performance of the Website and any component thereof is strictly prohibited.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of this Policy, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by Ascent Industries. Any use of the Website not expressly permitted by this Policy is a breach of this Agreement and may violate copyright, trademark, and other laws.

## **8. User Conduct.**

You may use the Website only for lawful purposes and in accordance with this Policy. Transmitting, distributing, or storing any material that violates any applicable law or this Policy is prohibited. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries), or promote any illegal activity, or advocate, promote or assist any unlawful act.

- To transmit, or procure the sending of, any advertising or promotional material, including any “spam” or any other similar solicitation or post any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, invasive of privacy or publicity rights, or otherwise objectionable.
- To impersonate or attempt to impersonate Ascent Industries, an Ascent Industries employee, another user or any other person or entity (including, without limitation, by using email addresses identifying information associated with any of the foregoing).
- To make any representations that are likely to deceive any person or give any impression that materials or content emanate from or are endorsed by us or any other person or entity, if this is not the case.
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm Ascent Industries or users of the Website or expose them to liability.
- To infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person. Infringement may result from the unauthorized copying, distribution and/or posting of pictures, logos, software, articles, musical works, and videos.
- To post any content that violates the legal rights of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with the Policy and Agreement.
- For competitive research or to send or post commercial communications.
- To advertise or perform any commercial solicitation.
- To violate any U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.

Additionally, you agree not to:

- Directly, indirectly, alone, or with another party, (i) copy, download, disassemble, reverse engineer, or decompile the Website or otherwise attempt to discover the source code or underlying ideas or algorithms of the Website; (ii) modify, create derivative works based upon, or translate the Website; (iii) transfer or otherwise grant any rights in the Website in any form to any other party, nor shall you attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.
- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying of the material on the Website.

- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs, keystroke logger, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to or associated with the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Screen scrape, monitor, mine, copy, or mirror the Website.
- Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or in relation to the Website without our express written consent.
- Otherwise attempt to interfere with the proper working of the Website.

## **9. Limited Right to Use.**

Subject to the terms and conditions of the Agreement, Ascent Industries grants you a limited, nonexclusive, non-transferable, non-sublicensable (except as otherwise provided herein) license to access and use the Website for use solely by you for your own personal use and not for republication, distribution, assignment, sublicense, sale, preparation of derivative works or other use. All rights with respect to the Website not explicitly granted herein are reserved to Ascent Industries.

You agree not to reproduce, copy, duplicate, sell, resell or exploit for any commercial purposes, any portion of the Website, use of the Website, or access to the Website. You also agree not to forward, disseminate, or resell the contents of the Website without express permission from Ascent Industries.

## **10. DISCLAIMER OF WARRANTIES.**

THE WEBSITE, CONTENT, AND ALL MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE WEBSITE, THE CONTENT, AND ALL MATERIALS, YOUR USE OF THE WEBSITE, THE CONTENT, OR MATERIALS OBTAINED THROUGH THEM IS AT YOUR OWN RISK. ASCENT INDUSTRIES, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE WEBSITE. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK.

WE DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND (EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE) WITH RESPECT TO THE WEBSITE, THE CONTENT, OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-

INFRINGEMENT, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM, OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE NEITHER US OR NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR THE CONTENT.

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE WEBSITE. YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR WEBSITE FOR ANY RECONSTRUCTION OF LOST DATA. FURTHERMORE, ASCENT INDUSTRIES DOES NOT REPRESENT OR WARRANT THAT THIS WEBSITE, THE CONTENT OR INFORMATION ON THIS WEBSITE AND/OR ITS FILES WILL BE SECURE AND/OR COMPATIBLE WITH YOUR BROWSER OR OTHER WEB SITE-ACCESSING PROGRAM. ASCENT INDUSTRIES DOES NOT GUARANTEE THAT ITS WEBSITE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, RANSOMWARE, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR DUE TO YOUR DOWNLOADING OF ANY CONTENT POSTED ON IT, OR ON ANY SITE LINKED TO IT.

THE INFORMATION PRESENTED ON OR THROUGH THE WEBSITE IS MADE AVAILABLE SOLELY FOR INFORMATIONAL PURPOSES. WE USE REASONABLE EFFORTS TO UPDATE THE INFORMATION ON THE WEBSITE, AND THE CONTENTS OF THE WEBSITE ARE SUBJECT TO CHANGE WITHOUT NOTICE. ASCENT INDUSTRIES DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THIS INFORMATION (INCLUDING ANY PRODUCT, SERVICE, DESCRIPTION, PHOTOGRAPH, FUNDRAISING CAMPAIGN, OR OTHER INFORMATION). ANY RELIANCE PLACED ON SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK. ASCENT INDUSTRIES DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY YOU OR ANY OTHER USER OF THE WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN SUCH INSTANCES, THE LIABILITY OF ASCENT INDUSTRIES AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH LAW.

## **11. LIMITATION OF LIABILITY.**

UNDER NO CIRCUMSTANCES WILL OF ASCENT INDUSTRIES, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES THAT ARISE FROM THE USE OF THIS WEBSITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND (FOR EXAMPLE, COMPENSATORY, SPECIAL, DIRECT, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, INCREASED COSTS, DIMINUTION IN VALUE, LOSS OF USE, LOSS OF GOODWILL OR REPUTATION, USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, LOSS OF OR DAMAGE TO PROPERTY, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, AND CLAIMS OF THIRD PARTIES) WHETHER IN BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MISREPRESENTATIONS OR UNDER ANY OTHER LEGAL THEORY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT YOU ARE ENTITLED TO DAMAGES FOR ANY CLAIM ARISING FROM THE USE OF THIS WEBSITE, YOU AGREE THAT THE AGGREGATE LIABILITY OF ASCENT INDUSTRIES, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS, WILL NOT EXCEED THE GREATER OF AMOUNT YOU SPECIFICALLY PAID TO ACCESS THIS WEBSITE OR \$100.00. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF ASCENT INDUSTRIES, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

## **12. Indemnification.**

You agree to indemnify, defend, and hold harmless Ascent Industries and its successors and assigns and all of their respective officers, directors, agents, employees, and affiliates from and against any claims, liabilities, judgments, awards, losses, obligations, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or related to (i) your breach of this Policy; (ii) your violation of any third party's right including, without limitation, any copyright, trademark, property right, or privacy right, (iii) any violation of applicable law by you; (iv) information or content that you submit, post, transmit or make available through our Website; (v) your use of the Website; (vi) any claim that content provided by you caused damage or loss to a third party, or (vii) any of your acts or omissions. This defense and indemnification obligation will survive your use of the Website and any termination of this Policy.

If you use the Website or systems to access data related to any account(s) of which you are not the owner or authorized user as reflected in Ascent Industries systems, you shall indemnify, defend, and hold harmless Ascent Industries and all of its executives, directors, employees, agents, successors, and assigns from any and all losses, liabilities, damages, and all related costs and expenses, arising from, relating to, or resulting (directly or indirectly) from such access. Further, without limiting Ascent Industries rights or your obligations under any other provision of these Terms of Use, and notwithstanding the same, in the event of any actual or reasonably suspected unauthorized access to the personal information of a customer (including but not limited to customer names, addresses, phone numbers, bank and credit card account numbers, income and credit histories, and social security numbers) under your control or subsequent to and arising from your past exercise of control, direct damages in connection with any such breach will include the cost and expenses of investigation and analysis (including by law firms and forensic firms), correction or restoration of any destroyed, lost or altered data, notification to affected customers, offering and providing of credit monitoring, customers service, or other remediation services, and any related cost. Ascent

Industries rights to indemnity under this section are in addition to all other rights and remedies available at Law or in equity. Any exercise by Ascent Industries of its rights to indemnification shall be without prejudice to such other rights and remedies. You manifest your assent to this indemnity by accessing account data through Ascent Industries Website or systems, notwithstanding the terms of any agreement you have with a customer or an account owner stating otherwise. This indemnity includes but is not limited to losses associated with (1) a data breach of your system(s) and (2) a data breach of the system(s) of any person or entity with whom you provided or shared Ascent Industries customer account data.

### **13. Copyright Notices.**

The works of authorship contained in the Website, including but not limited to all design, text, sound recordings, and videos are owned, except as otherwise expressly stated, by Ascent Industries. Except as otherwise expressly stated herein, they may not be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use or otherwise used in whole or in part in any manner without Ascent Industries prior written consent, except to the extent permitted by the Copyright Act of 1976 (17 U.S.C. § 107), as amended, and then, only with notices of Ascent Industries proprietary rights provided that you may download information and print out hard copies for your personal use, so long as you do not remove any copyright or other notice as may be contained in information, as downloaded.

If you believe that content you own has been copied or made accessible in a manner that violates your intellectual property rights, please notify us immediately. You may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C. § 512(c)(3)) (the “DMCA”). The DMCA notice must include substantially the following:

- (i) Your physical or electronic signature.
- (ii) Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.
- (iii) Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- (iv) Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- (v) A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement that the information in the written notice is accurate.
- (vii) A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

ASCENT INDUSTRIES CO.  
ATTN: Christian Hogue, Director of Strategic Marketing  
20. N. Martingale Rd Suite 430

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Ascent Industries has a policy of terminating, in appropriate circumstances, the accounts of users who are repeat infringers.

#### **14. Web Content and Materials.**

The information on this Website is solely for information purposes only. The content on the Website may be updated from time to time. It may not necessarily be complete or up-to-date at any given time. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

#### **15. Governing Law, Mediation, and Arbitration.**

(a) **Governing Law.** The laws of the State of Tennessee (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to the Website, these Terms of Use, and all transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement.

(b) **Mediation.** All disputes and controversies of every kind and nature between the parties to this Agreement arising out of or in connection with the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination of these Terms of Use shall first be submitted to mediation pursuant to the procedure set forth in this paragraph. You may demand such mediation in writing within fourteen (14) days after the controversy arises. The parties agree that the mediator shall be appointed locally from or within 100 miles of Bristol, Tennessee. The mediation shall be held at or within 100 miles of Bristol, Tennessee and concluded within thirty (30) days of the selection of the mediator. The parties shall equally bear the cost of the mediator but otherwise bear their own costs in connection with the mediation.

(c) **Arbitration.** Subject to Section 14(b), any controversy or claim arising out of or related to this Agreement, or any breach thereof, must be resolved by confidential binding arbitration in Tennessee administrated by the American Arbitration Association (“AAA”) in accordance with its International Arbitration Rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration proceeding will be conducted in English. The parties further agree that the arbitration will be conducted by a single arbitrator agreed to by the parties or, if the parties are unable to proceed, by a single arbitrator selected by the AAA. The parties agree that the arbitrator has the power to award all costs of the arbitration, including reasonable attorneys’ fees and expenses, to the prevailing party. The arbitration award shall be final and binding on the parties to this Agreement and the parties agree to be bound thereby and to act accordingly, and the parties hereby waive any right of appeal on the merits and/or any point of law.

(d) Notwithstanding the agreement to arbitrate, either party may seek from any court that may exercise jurisdiction over the parties and the subject matter of the lawsuit any provisional or equitable remedy (including, but not limited to an injunction) available under the laws of that country for the preservation or protection of its rights or interests pending the establishment of the arbitral tribunal or the ultimate determination of the merits of the controversy.

(e) The parties waive, to the fullest extent permitted by law, any objection that it may now or later have to (a) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in a court or arbitration setting within or outside the United States of America; and (b) any claim that any action or proceeding brought in any such court or arbitration has been brought in an inconvenient forum.

(f) If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties are entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

(g) Any arbitration award shall be enforceable by any court having jurisdiction over the party or parties against which the award has been rendered, or wherever assets of the party or parties against which the award has been rendered can be located and shall be enforceable in accordance with the United Nations Convention on the Reciprocal Enforcement of Arbitral Awards (1958).

(h) Recovery of Litigation Costs. If any legal action or other proceeding is brought for enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the unsuccessful party shall pay to the successful party its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief which the successful party may be entitled.

## **16. Third-Party Sites.**

These Terms of Use are only applicable to the Website and do not apply to any third-party websites. The Website may contain links to, and media and other content from, third-party websites. These links are to external websites and third parties with which we have no relationship or control. Because of the dynamic media capabilities of the Website, it may not be clear to you which links are to the Website and which are to external, third-party websites. If you click on an embedded third-party link, you will be redirected away from the Website to the external third-party website. You can check the URL to confirm that you have left the Website. Ascent Industries has no control over the content on such non-Ascent Industries third-party websites.

If you choose to link to a third-party website, Ascent Industries cannot and does not (i) guarantee the adequacy of the privacy and security practices employed by or the content and media provided by any third parties or their websites; (ii) control third parties' independent collection nor use of your personal information; (iii) endorse any third party information, products, services, or websites that may be reached through embedded links on the Website; and (iv) makes no warranties, either express or implied, concerning the content of such site, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does Ascent Industries guarantee that such site or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such site or content is devoid of viruses or other contamination. Any personal information provided by you or automatically collected from you by a third party will be governed by that party's privacy policy and terms and conditions. If you are unsure whether a website is controlled, affiliated, or managed by us, you should review the privacy policy and practices applicable to each linked website.

## **17. Jury Trial and Class Action Waiver**

EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS OF USE, YOU AND ASCENT INDUSTRIES ACKNOWLEDGE AND AGREE THAT YOU ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY. THE PARTIES FURTHER EXPRESSLY WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS. YOU AND ASCENT INDUSTRIES MAY NOT BE PLAINTIFFS OR CLASS MEMBERS IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, AND MAY EACH BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR REPRESENTATIVE CAPACITY.

**18. Limitation on Time to File Claims.**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY WAIVED AND BARRED.

**19. Waiver and Severability.**

No waiver by Ascent Industries of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure Ascent Industries to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the maximum extent such that the remaining provision of the Terms of Use will continue in full force and effect.

**20. Entire Agreement.**

These Terms of Use, together with any documents expressly referred to in them, including our Privacy Policy constitute the sole and entire agreement between you and us with respect to the Website and supersede all previously written or oral agreements regarding the Website.

**21. Term and Termination.**

This Agreement is effective upon your acceptance of it as stated herein (the “Effective Date”) and it shall continue in effect in accordance with this section (the “Term”). You may terminate this Agreement at any time by discontinuing your use of the Website and providing us with a notice of termination. We reserve the right, without notice and in our sole discretion, to modify, suspend, discontinue or terminate your right to use the Website, or any portion of the Website, and to block or prevent your future access to and use of the Website or any portion of the Website.

**22. Other Provisions.**

(a) Ascent Industries shall not be liable for any failure to perform its obligations under this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control of Ascent Industries and not due to Ascent Industries own fault or negligence or that of its contractors or representatives or other persons acting on its behalf, and which cannot be overcome by the exercise of due diligence and which could not have been prevented through commercially reasonable measures, including acts of God, acts of terrorists or criminals, acts of domestic or foreign governments, changes in any law or

regulation, fires, floods, explosions, epidemics, pandemics, disruptions in communications, power, or other utilities, strikes or other labor problems, riots, or unavailability of supplies.

(b) All feedback, comments, request for technical support, and other communications relating to the Website should be directed to:

**In Writing:** ASCENT INDUSTRIES CO.  
ATTN: Christian Hogue, Director of Strategic Marketing  
20. N. Martingale Rd Suite 430  
Schaumburg IL 60173

**By Email:** [CHogue@ascentco.com](mailto:CHogue@ascentco.com)

**Last Modified: January 6, 2025**