Legal Notice, Disclaimer, and Terms of Use

Use of this Website is subject to the following terms and conditions. Your use of the website constitutes acceptance of these terms and conditions.

I. Interpretations

1. **Definitions**:

In this Agreement:

"Content" includes, but is not limited to, all text, photographs, software, animation files, graphics, video and audio files and anything else contained in this Website.
"User" includes, but is not limited to, any person who accesses this Website by any means whatsoever, including, but not limited to, legal, illegal, authorized and unauthorized means.

2. Invalidity:

If, for any reason whatsoever, any term of this Agreement is deemed by a court to be void, voidable or otherwise unenforceable, such term shall be deemed to be severable from the remainder of the Agreement, and the remainder of the Agreement shall be construed and interpreted without reference to the unenforceable term.

3. Assignment:

Almet Italia Inc. may assign its rights or obligations under this Agreement at any time without notice to Users.

4. Termination:

Either Almet Italia Inc. or the User may terminate this Agreement at any time, either with or without cause. The User may terminate this Agreement by ceasing to use this Website. The following clauses of this Agreement will survive any termination by either party: II, III, IV, V, VI and VII.

II. Copyright and trademarks

1. Ownership:

The Content of this Website is owned by Almet Italia or is made available by permission of the owner and is protected by domestic and international copyright laws. The trademark or is owned by Almet Italia Inc.

2. Rights:

The use of this Website grants no interest, whether proprietary, license, or otherwise, in the intellectual property rights, or any other rights which may exist or are hereafter developed in respect of any portion of the Website or its Content.

3 Licenses

Any computer software downloadable or otherwise available from this Website is licensed subject to the terms of the applicable license agreement. Although every effort has been made to ensure that any software that may be downloaded from this Website is compatible with as many types of computers as possible, Users should take care to back up all essential software before loading any software from this Website.

III. Permitted secondary uses

1. The User may freely download, copy, display, exhibit, share, or otherwise distribute the Content of this Website for non-commercial purposes only. However, on any such downloading, copying, display, exhibition, sharing or distribution, the User must

- explicitly acknowledge Almet Italia as the provider of such Content. Almet Italia reserves the right to require the User to delete, destroy or otherwise remove any content that is used in a manner that in Almet Italia's opinion is contrary or otherwise inappropriate, derogatory or offensive.
- 2. The User agrees that any person to whom the Content is provided directly or indirectly through the User, will be advised of the terms of this Agreement, and that each such person is bound by these terms.
- 3. The User may in no way modify, reformulate, adapt, alter, adjust, change, disassemble, frame or decrypt any of the Content of this Website.

IV. Third-party submissions

- 1. By posting via email or otherwise any Content, trade secrets, or know-how to this Website, including electronic mail, the User grants to Almet Italia a perpetual, nonexclusive, irrevocable, worldwide, royalty-free right and licence to use, download, upload, copy, exhibit, display, distribute, publish, post to any other public forum, perform, sell, alter, modify, change, sub-license, create derivative works from and otherwise treat as its own such Content, trade secrets or know-how in whatever manner Almet Italia Inc. shall, in its sole discretion, deem appropriate without any form of recognition, credit, acknowledgement, reward or compensation whatsoever for the User's contribution of such Content, trade secrets, or know-how to Almet Italia Inc. Furthermore, Almet Italia, its subsidiaries, affiliates, contractors, agents and/or employees will in no way be responsible or liable for damages, whether they be direct, indirect, consequential, incidental, special, punitive, exemplary or general damages, contribution or indemnity of any kind whatsoever, howsoever caused, resulting from any alterations or additions to its goods, products, programs, promotions and/or services which may resemble any Content, trade secrets, or know-how posted to this Website, including electronic mail, by any User.
- 2. Furthermore, by posting any Content, trade secrets, or know-how to this Website, including electronic mail, the User represents and warrants that such Content, trade secrets, or know-how is his or her own work, is non-confidential, and its use by Almet Italia in no way violates the intellectual property or other rights of any third parties. The duty to ensure non-infringement of the rights of any third parties rests solely with the User.
- 3. The User agrees to indemnify, contribute to, and hold harmless Almet Italia, its subsidiaries, affiliates, contractors, agents and/or employees against any liability, be it civil, criminal, or quasi-criminal, resulting from the use, transfer or sub-license by Almet Italia of any Content, trade secrets or know-how provided to Almet Italia by the User. This indemnification shall extend and apply to any payment or other agreement made by Almet Italia, its subsidiaries, affiliates, contractors, agents and/or employees in settlement and/or satisfaction of any such claim or potential claim, whether such settlement and/or satisfaction is either full or partial, and whether the payment or other agreement is made or concluded either prior to or following the institution of proceedings against Almet Italia, its subsidiaries, affiliates, contractors, agents and/or employees. As part of this indemnification, the User agrees to co-operate with all reasonable requests made by Almet Italia, its subsidiaries, affiliates, contractors, agents and/or employees.

V. Choice of law

1. Any dispute arising out of the use of this Website, the Content or availability thereof, the construction or interpretation of this Agreement, or anything related or similar thereto is

- governed by the laws of the province of Quebec, Canada, without any reference to conflicts of laws rules or principles.
- 2. Any dispute arising out of the use of this Website, the Content or availability thereof, the construction or interpretation of this Agreement, or anything related or similar thereto is only to be decided by a court of competent jurisdiction sitting within the legal boundaries of the province of Quebec, Canada.

VI. Rights to control site

1. The Content of this Website is subject to change, restriction or termination without any notice to Users.

VII. Limitations of liability

- 1. This site is designed to provide knowledge for informational purposes only. The information is taken from sources believed to be reliable, and the information is believed to be accurate at the time it is posted to the Website. However, there is no way to ensure that the information is accurate at any moment in time.
- 2. There are certain links on this Website which will lead the User to other sites on the World Wide Web. These links are provided for convenience only, and a link to any other Website should not be taken to imply any endorsement of any other Website by Almet Italia, its subsidiaries, affiliates, contractors, agents and/or employees.
- 3. Almet Italia Inc., its subsidiaries, affiliates, contractors, agents and/or employees are in no way responsible or liable for any damages whether they be direct, indirect, consequential, incidental, special, punitive, exemplary or general damages, contribution or indemnity, of any kind whatsoever, howsoever caused, (including, but not limited to, breach of contract, loss of profit, business interruption, loss of business data or information, negligence or other tortious behaviour, deletion, error, defect, omission, or destruction of the Content of the Website, unauthorized access to, or alteration of, the Content of this Website by third parties, or employees, or agents of Almet Italia Inc., transmission of material, or any other cause of action, regardless of whether it arises at law or in equity) arising out of the use or non-availability of this Website, or reliance on the Content contained herein, resulting from any decision taken on the basis of information provided through the Website, resulting from the Content of other websites to which any User links through this Website, or resulting from any such change, restriction, or termination of this Website or resulting from the incompatibility of any software downloaded, copied, or otherwise originating from this Website.
- 4. This limitation of liability shall apply even if Almet Italia Inc., its subsidiaries, affiliates, contractors, agents and/or employees have been advised of the possibility of the damages referred in this notice.
- 5. This Website is provided "as is". Almet Italia Inc., its subsidiaries, affiliates, contractors, agents and/or employees do not warrant that the use of this Website will be uninterrupted, error-free, stable or suitable for all Users. Almet Italia Inc., its subsidiaries, affiliates, contractors, agents and/or employees make no warranties, either express or implied, about the Website, its availability, or its operation Without limiting the generality of the foregoing, this includes implied warranties of merchantability, fitness for a particular purpose, expectation of privacy, or non-infringement. Any User who accesses this Website does so solely at his or her own risk.

 The User agrees to indemnify, contribute to and hold harmless Almet Italia Inc., its subsidiaries, affiliates, contractors, agents, and/or employees, against any liability, be it

subsidiaries, affiliates, contractors, agents, and/or employees, against any liability, be it civil, criminal or quasi-criminal, resulting from any violation of any law by the User in their use of this Website. The User shall be responsible to the full extent of any liability,

payment or other agreement made by Almet Italia Inc., its subsidiaries, affiliates, contractors, agents and/or employees, in settlement and/or satisfaction of any claim or potential claim, whether such payment or agreement is made or concluded prior to or following the institution of formal proceedings against Almet Italia Inc., its subsidiaries, affiliates, contractors, agents and/or employees.