

imi Terms of Use

Effective Date: September 6, 2022

Thank you for using this service, which is owned and operated by Irving Materials, Inc. ("imi," "we," "us," or "our").

These Terms of Use ("Terms") govern your use of websites to which these Terms are posted, including www.irvmat.com, www.ebpaving.com, www.specialtiescompany.com, and www.driveimi.com, in addition to any mobile application on which these Terms are posted (collectively, the "Website"). These Terms constitute a legally binding agreement between you ("you" or "your"), the person using the Website, and imi. The Website is intended for users in the United States and Canada, except for the Province of Quebec.

These terms include an Arbitration Agreement that governs any disputes between you and us. Unless you opt out as described below, this Arbitration Agreement will:

- **Eliminate your right to a trial by jury; and**
- **Substantially affect your rights, including preventing you from bringing, joining, or participating in class or consolidated proceedings.**

APPLICABLE PROVISIONS

Your Acceptance of These Terms of Use

These Terms apply to all users of the Website. By using the Website, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, you may not access or use the Website.

Your Acceptance of Our Privacy Policy

By agreeing to these Terms, you agree to the terms of our Privacy Policy [<https://irvmat.com/privacy.asp>], which is expressly incorporated herein. Before using the Website, please carefully review our Privacy Policy. All personal information provided to us as a result of your use of the Website will be handled in accordance with our Privacy Policy. To the extent there are inconsistencies between these Terms and our Privacy Policy, these Terms control.

Your Consent to Other Agreements

If you enter into any other agreement with imi, for example, sweepstakes, contests, or surveys, or if you purchase products or services online, you may be asked to agree to additional terms governing your entry into the sweepstakes, contest, or survey or your product or service purchase ("Additional Terms"). In such cases, you may be asked to expressly consent to the Additional Terms, for example, by checking a box or clicking on a button marked "I agree." If any of the Additional Terms are different than these Terms, the Additional Terms will supplement or amend these Terms, but only with respect to the matters governed by the Additional Terms.

These Terms May Change

imi reserves the right to modify or add to these Terms at any time, effective as of the posting of the new terms or a later date as may be specified in the new terms. You agree that we may notify you of the new terms by making them available via the Website, and that your use of the Website after the effective date of the new terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the new terms. We therefore encourage you to review these Terms every time you use the Website. We may also provide notice to you of any update to these Terms in other ways in our discretion, such as through contact information you have provided.

Ownership of the Websites and Their Material

The Website, including all their software and code comprising or used to operate the Websites, and all of the text, photographs, images, illustrations, graphics, sound recordings, video and audio-video clips, and other materials available on the Website ("Material") are protected under applicable intellectual property and other laws, including without limitation the laws of the United States and other countries. All Material and intellectual property rights therein are the property of imi or the Material included with the permission of the rights owner and protected pursuant to applicable copyright and trademark laws. All rights not expressly granted are reserved.

Subject to these Terms, imi grants to you a personal, non-exclusive, non-transferable, limited, and revocable license to use the Websites for personal use only in accordance with these Terms. Any use of the Website in any other manner, including without limitation, resale, transfer, modification, or distribution of the Material is prohibited. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith. These Terms also govern any updates to, or supplements or replacements for, the Website, unless separate terms accompany such updates, supplements, or replacements, in which case the separate terms will apply.

You agree not to reverse engineer, decompile, reverse assemble, modify, or attempt to discover any source code that we use or create to generate the Website or any software or other products or processes accessible through the Website. You further agree that, in accessing and using our Material as permitted by these Terms, you will keep intact any copyright or other proprietary notices. You also agree that you will neither (a) use any robot, spider, rover, scraper, or any other data-mining technology or automatic or manual process to monitor, cache, mask, extract data from, copy or distribute the Material (except as may be a result of standard search engine or Internet browser usage); nor (b) modify, provide access to, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third party website, or otherwise use the Material in any way except as specifically permitted by these Terms or otherwise in writing by imi. You agree not to allow or assist any third party in violating or attempting to violate any of the above restrictions or prohibitions, whether or not for your benefit.

We may terminate this license at any time for any reason. If you breach any of these Terms, your license to the Material terminates immediately. Upon the termination of this license, you must stop using the Website, including all Material, and return or destroy all copies, including electronic copies, of the Material in your possession or control.

Trademarks

imi's name and logos, all product and service names, all graphics, all button icons, and all trademarks, service marks and logos appearing within the Website (including but not limited to "imi," "imi Supply," "HMT," "Bulk Material Logistics," "BML," "E&B Paving," and "Specialties Company"), unless otherwise noted, are trademarks (whether registered or not), service marks and/or trade dress of imi (the "imi Marks"). All other trademarks, product names, company names, logos, service marks and/or trade dress mentioned, displayed, cited, or otherwise indicated within the Website are the property of their respective owners. You are not authorized to display or use the imi Marks in any manner without our prior written permission. You are not authorized to display or use trademarks, product names, company names, logos, service marks and/or trade dress of other owners featured within the Website without the prior written permission of such owners. The use or misuse of the imi Marks or other trademarks, product names, company names, logos, service marks and/or trade dress or any other materials contained herein, except as permitted herein, is expressly prohibited.

Eligibility

This Website is not targeted toward, or intended for use by, anyone under the age of sixteen (16). Individuals under the age of sixteen (16) are prohibited from accessing the Website. By installing, accessing, or using the Website, you represent that you (a) are at least sixteen (16) years of age, and (b) are not located in a country that is subject to a U.S. government embargo, and/or have not been listed on any U.S. government list of prohibited or restricted parties. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Website and agree not to interfere with the use and enjoyment of the Website by other users and imi's operation or management of the Website.

Your Compliance with Laws

Use of the Website is not authorized in any jurisdiction where all or any portion of the Website may violate any legal requirements, and you agree not to access the Website in any such jurisdiction. You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of these Terms is at your own risk.

User Generated Content

We may provide user comment areas, message boards, interactive user communities, or other areas on the Website ("Community Forums") where users can interact with others and with us, as well as have the opportunity to submit photographs, writings, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions, or other content, any of which may include personal information (collectively, "User Generated Content"). User Generated Content includes any information that you publish through any social media platform (e.g., Instagram, Twitter, Facebook, or Pinterest) with a hashtag that relates to one or more of our brands, and that you give us permission to use. User Generated Content may include your personal information.

You are responsible for User Generated Content that you post. Under no circumstances will we be liable in any way for any User Generated Content. This means that you, not imi, are entirely responsible for all User Generated Content that you post and that you can be held personally liable for comments that are defamatory, obscene, or libelous, or that violate these Terms or applicable law, an obligation of confidentiality, or the rights of others. If any part of the User Generated Content you post is not your original work, it is your responsibility to obtain any necessary permission to post it.

Because we do not control the User Generated Content posted on or through the Website, we cannot and do not warrant or guarantee the truthfulness, integrity, suitability, or quality of that User Generated Content. You also agree and understand that by accessing the Website, you may encounter User Generated Content that you may consider to be objectionable. We have no responsibility for any User Generated Content, including without limitation any errors or omissions therein. We are not liable for any loss or damage of any kind you may claim was incurred as a result of the use of any User Generated Content posted, emailed, transmitted, or otherwise made available on or through the Website.

You own User Generated Content, but we may use it. You own the copyright in any original User Generated Content you submit. We do not claim any copyrights in User Generated Content. However, by using the Website, you are granting us and any of our subsidiaries, affiliates, successors, and assigns, a nonexclusive, fully paid, worldwide, perpetual, irrevocable, royalty-free, transferable license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, distribute, publicly display, and perform, publish, transmit, remove, retain repurpose, and commercialize User Generated Content you post in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent, without restriction, notification, or attribution, and without compensating you in any way, and to authorize others to do the same. For this reason, you

should not post any User Generated Content that you do not wish to license to us, including any photographs, videos, confidential information, or product ideas.

We may disclose and/or remove User Generated Content. imi has certain rights. We have the right (but do not assume the obligation) to: (a) monitor all User Generated Content; (b) require that you avoid certain subjects; (c) remove or block any User Generated Content at any time without notice at our sole and absolute discretion; (d) disclose any User Generated Content and the identity of the user who posted it in response to a subpoena or whenever we believe that disclosure is appropriate to comply with the law or a court order, to prevent or investigate a possible crime or other violation of law, to protect the rights of imi or others, or to enforce these Terms; and (e) terminate your access to and use of the Websites, or to modify, edit, or block your transmissions thereto in our sole discretion.

You agree that our exercise of such discretion shall not render us the owners of User Generated Content you post, and that you will retain ownership thereof as described above.

Restrictions on User Generated Content. It is a condition of these Terms that you do not upload, post, transmit, or otherwise make available any User Generated Content that:

- is unlawful, harmful, hateful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, racially disparaging, indecent, or invasive of another's privacy;
- constitutes or encourages activity illegal under criminal or civil law;
- is false, misleading, deceptive, inaccurate, fraudulent, or misrepresents your identity or affiliation with a person or company;
- you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- violates or infringes upon the rights of others;
- contains the image, name, or likeness of anyone other than yourself;
- requests or solicits any personal or private information from any individual;
- contains advertising, promotions, or marketing, or which otherwise has a commercial purpose, except as expressly agreed to by you and us;
- promotes violence or describes how to perform a violent act;
- impersonates any person or entity; or
- violates any local, state, national, or international law, rule, or regulation.

By posting User Generated Content, you represent and warrant that (i) you own or otherwise control all of the rights to the User Generated Content and have the right to grant the license set forth in these Terms; (ii) the User Generated Content is accurate, and (iii) you are at least eighteen (18) years old and you have read and understood—and your User Generated Content fully complies with—these Terms and applicable laws and will not cause injury to any person or entity.

You understand and acknowledge that: (a) imi has wide access to content, information, ideas, suggestions, designs, and other materials that may be similar or identical to materials you submit to us; and (b) you will not be entitled to any compensation (nor will imi be obligated to negotiate with you) as a result of our use of any similar or identical material.

imi is not obligated to post, keep, or use your User Generated Content.

Removal of Material

In general. On certain pages of the Websites, we may provide to you a tool to report objectionable User Generated Content. If that tool is not available, you can report objectionable User Generated Content and other objectionable Material by contacting us using the information provided below. While we do

not have any obligation to remove Material from the Website merely because of a removal request, we will review all such requests and will remove Material that we determine should be removed, in our sole discretion and in accordance with these Terms and applicable law. Please be aware, however, that if the Material has already been distributed to other websites or published in other media, we will not be able to recapture and delete it. Also, a back-up or residual copy of the Material we remove from the Websites may remain on back-up servers.

Violation of copyrights. imi does not knowingly violate or permit others to violate the copyrights of others. We will promptly remove or disable access to material that we know is infringing or if we become aware of circumstances from which infringing activity is apparent.

Digital Millennium Copy Right Act. If you are requesting removal of content because of a violation of your copyrights, please note that the Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your own work, or the work of a third party for whom you are authorized to act, is featured on the Websites or has been otherwise copied and made available on the Websites in a manner that constitute copyright infringement, please notify us immediately. Your notice must be in writing and must include:

- an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Websites (including the URL, title and/or item number if applicable, or other identifying characteristics);
- your name, address, telephone number, and email address, and, if you are not the owner of the copyright, the name of the owner;
- a written statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Your statement must be submitted via <https://irvmat.com/contact.html>; or mailed to:

Irving Materials, Inc.,
Attn: Copyright Removal Request
8032 North State Road 9
Greenfield, IN 46140

Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident.

Your Feedback

Any suggestions or feedback you post on or through the Website that is specifically about how we can improve the Website and the products and services we make available through the Website (“Feedback”) will be and will remain our exclusive property. Your submission of Feedback constitutes an assignment to us of all worldwide rights, title, and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display, or perform publicly, distribute, improve, and modify any

Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

Links

While using the Website, you may click on links to other websites or applications and leave the Website. We provide links to other websites that may contain information that may be useful or interesting to you. We do not endorse, and are not responsible for, the content and accuracy of linked websites operated by third parties or for any of your dealings with such third parties. You are solely responsible for your dealings with such third parties, and we encourage you to read the terms of use and privacy policies on such third-party websites.

Modification and Discontinuation

We reserve the right at any time and from time-to-time to modify, edit, delete, suspend, or discontinue, temporarily or permanently, the Website (or any portion thereof) and/or the information, materials, products and/or services available through the Website (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension, or discontinuance of the Website.

DISCLAIMERS

WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WEBSITE OR ITS MATERIAL, OR ANY PRODUCT OR SITE AVAILABLE ON OR PROMOTED THROUGH THE WEBSITE. THE WEBSITE AND ALL OF ITS MATERIAL (INCLUDING USER GENERATED CONTENT) ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, imi, ANY OF ITS AFFILIATES AND SUBSIDIARIES, DIVISIONS, JOINT VENTURES, LICENSORS, AND THIRD-PARTY SERVICE OR CONTENT PROVIDERS AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AND AGENTS ITS AFFILIATES ("imi PARTIES") DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING BY STATUTE, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE, OR IN ANY OTHER WAY, WITH RESPECT TO THE WEBSITE, ITS MATERIAL, AND ANY PRODUCTS OR SERVICES AVAILABLE OR PROMOTED THROUGH THE WEBSITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, imi AND THE imi PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; (B) RELATING TO THE SECURITY OF THE WEBSITE; (C) THAT THE CONTENT OF THE WEBSITE IS ACCURATE, COMPLETE, OR CURRENT; OR (D) THAT THE WEBSITE WILL OPERATE SECURELY OR WITHOUT INTERRUPTION OR ERROR.

WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITE, ITS SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THE WEBSITE WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES).

imi AND THE imi PARTIES DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR STATEMENTS, ADVICE, AND OPINIONS MADE BY ANYONE OTHER THAN AUTHORIZED imi SPOKESPERSONS. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR ANY STATEMENTS, ADVICE, OR OPINIONS CONTAINED IN USER GENERATED CONTENT AND SUCH STATEMENTS, ADVICE, AND OPINIONS DO NOT IN ANY WAY REFLECT THE STATEMENTS, ADVICE, AND OPINIONS OF imi. WE DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MIS-DELIVERY, OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA. YOU ACCEPT THAT OUR SHAREHOLDERS, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AND OTHER REPRESENTATIVES SHALL HAVE THE BENEFIT OF THIS CLAUSE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

WE ARE NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY USER GENERATED CONTENT. ALTHOUGH WE INCLUDE STRICT PROVISIONS REGARDING USER GENERATED CONTENT IN THESE TERMS, WE DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR WHAT USERS POST USING THE WEBSITE AND ARE NOT RESPONSIBLE FOR ANY OFFENSIVE, INAPPROPRIATE, OBSCENE, UNLAWFUL, INFRINGING, OR OTHERWISE OBJECTIONABLE OR ILLEGAL USER GENERATED CONTENT YOU MAY ENCOUNTER IN CONNECTION WITH YOUR USE OF THE WEBSITE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, WE, ON BEHALF OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, AND SERVICE PROVIDERS, EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY A VIRUS OR MALICIOUS CODE; LOSS OF INCOME OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY; CLAIMS OF THIRD PARTIES; OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER BASIS.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

You have specific legal rights related to your use of the Website and you may also have other rights which vary from country to country. Some jurisdictions do not allow certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in these Terms may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions set out in these Terms shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. Your statutory rights as a consumer, if any, are not affected by these provisions, and we do not seek to exclude or limit liability for fraudulent misrepresentation.

Before seeking legal recourse for any harm you believe you have suffered arising from or relating to your use of the Website, you agree to inform us in writing and to give us thirty (30) days to cure the harm before initiating any action. You must initiate any cause of action within one (1) year after the claim has arisen, or you will be barred from pursuing any cause of action.

Indemnity

You agree to indemnify and hold harmless imi and the imi Parties, and its and their respective officers, agents, partners, and employees, from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Websites in violation of these Terms and/or arising from a breach of these Terms and/or any breach of your representations and warranties set forth above and/or if any material that you post using the Website causes us to be liable to another. We reserve the right to assume the exclusive defense of any such claim, and you agree to provide us with such reasonable cooperation and information as we may request. You will not in any event settle any claim without the prior written consent of a duly authorized employee of imi.

ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER

Mandatory Binding Individual Arbitration. Except as expressly provided below, you agree that any dispute, claim, case, or controversy (whether based in tort, contract, statute, regulation, ordinance,

equity, or any other legal theory) between you and imi (whether arising out of or relating to past, present, or future acts or omissions) (“Claims”) shall be exclusively resolved by binding arbitration on an individual basis, rather than in court (“Arbitration Agreement”).

Waiver of Class Actions. You and imi each agree that each party will assert Claims in arbitration only in our individual capacity, and not as a representative or member of any purported class. We each agree that we will not participate in any class, mass, collective, consolidated, private attorney general, or other representative arbitration proceeding. Each party agrees that the arbitrator has no authority to arbitrate Claims on a class-wide basis and shall not consolidate, combine, or jointly arbitrate Claims of more than one (1) person in a single arbitration.

Waiver of Jury Trial. Each party waives its constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, electing instead to resolve by binding arbitration all Claims.

Opt-out. You may opt out of this Arbitration Agreement if you send imi a signed, written opt-out notice within thirty (30) days of your initial visit to the Websites. Any opt-out notice shall be sent to imi at: Irving Materials, Inc., Attn: Corporate Communications, 8032 North State Road 9, Greenfield, IN 46140.

Claims Not Subject to Arbitration. There are only three (3) exceptions to this Arbitration Agreement:

- *Small Claims.* Either party may bring individual Claims in small claims court.
- *Personal Injury Claims.* Both parties must litigate personal injury Claims in court. For purposes of this exception, personal injury Claims are claims arising from injury to the physical structure of the human body.
- *Emergency Equitable Relief.* Either party may seek temporary injunctive relief or other equitable relief in court pending arbitration. A request for interim measures will not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

Arbitration Procedures. Either party may initiate an arbitration proceeding, which will be conducted by a single neutral arbitrator.

Arbitration Provider. Each party will initiate arbitration before JAMS, Inc. (“JAMS”) or any successor to JAMS, which is an alternative dispute resolution provider (“ADR Provider”). In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration”, then either party can elect to have the arbitration administered by another mutually agreeable ADR Provider who will hear the case.

Arbitration Rules. The arbitration will be conducted under the JAMS Streamlined Arbitration Rules and Procedures (available at www.jamsadr.com) (“Arbitration Rules”). The Arbitration Rules will govern all aspects of the arbitration, except to the extent such rules are in conflict with this Arbitration Agreement.

Arbitration Location. If an in-person hearing is required, then it will take place in Minneapolis, MN, Chicago, IL, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to your residence), unless the claimant primarily resides outside the United States (in which case the arbitrator will give the parties reasonable notice of the date, time, and place of any oral hearings).

Fees. Payment of all filing, administrative, and arbitrator fees will be governed by the Arbitration Rules.

Arbitrator’s Authority and Award. The arbitrator will decide the rights and liabilities, if any, of the parties, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any Claim. The arbitrator will have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Arbitration Agreement. The arbitrator will issue a written award and reasoned statement of decision

describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. Any award will be subject to judicial confirmation or entry in any court having jurisdiction.

Governing Law. This Arbitration Agreement is governed by the Federal Arbitration Act and federal arbitration law.

Confidentiality. All aspects of the arbitration proceeding, including but not limited to, the award of the arbitrator and compliance therewith, will be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph will not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement or to enforce an arbitration award.

MISCELLANEOUS

No Assignment

These Terms are not assignable, transferable, or sublicensable by you except with the prior written consent of a duly authorized imi employee.

Waiver

Our failure at any time to require performance of any provision of these Terms or to exercise any right provided for herein will not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by imi of any breach of any provision of these Terms or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms.

Severability

If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms will remain in full force and effect.

Survival

The following terms shall survive any termination of these Terms or discontinuation of the Website: imi's reservation of all intellectual property rights including rights to any User Generated Content or Feedback provided to imi, restrictions on use of the Website, disclaimer of warranties, indemnification and limitation of liability, general terms, and any other terms that by their nature are intended to survive.

Governing Law

These Terms shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule.

Entire Agreement

These Terms (together with our Privacy Policy and any additional terms applicable to you) contain the entire understanding and agreement between you and imi with respect to the Website and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and imi with respect to the Website and your use of the Website.

Contact Us

To contact us regarding these Terms, please contact us via the form at <https://irvmat.com/contact.html>;
or by mail to:

Irving Materials, Inc.
Attn: Corporate Communications
8032 North State Road 9
Greenfield, IN 46140