



Submittal Wizard User Agreement

Introduction.

JM Submittal Wizard is a Web-based tool on a Web site owned and operated by Johns Manville ("JM") and is offered to you conditioned on your acceptance, without modification, of the terms, conditions and notices contained herein. Your accessing and continued use of this Web site constitutes you (and if you are representing a company, your company's) binding and conclusive acceptance and agreement of all such terms, conditions, and notices. If at any time the terms and conditions of this agreement are no longer acceptable to you, then you shall immediately cease all use of JM Submittal Wizard and any of its ancillary products and services. This page states the terms and conditions under which you may use this Web site and any other products or services offered through JM Submittal Wizard. This User Agreement governs you and/or your company's use of JM Submittal Wizard and is binding on your company, as well as all individual registered users for which your company provides access to JM Submittal Wizard.

Accuracy of Information.

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Limitation of Liability.

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Disclaimer.

JM and its third-party providers make no representations about the suitability or results of the products, services, or information contained on JM Submittal Wizard for any purpose. All such products, services and information are provided "as is," "as available," and "subject to quantities on hand" without warranty of any kind, express or implied. Buyers beware! In the event that JM acts as a publisher for any products within this Web site either directly or indirectly, JM shall have no duty to investigate the factual or other

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Use of JM Submittal Wizard.

The assenting party to this User Agreement acknowledges and agrees that all of such party's registered users, by virtue of their access to JM Submittal Wizard, are hereby authorized to:

- (A) send and receive information through JM Submittal Wizard on behalf of the assenting party to this User Agreement, and
- (B) *if designated to have this authority*, conduct electronic transactions through JM Submittal Wizard on behalf of the assenting party to this User Agreement, including the submission of electronic orders for the purchase of products as contemplated by the underlying purchase agreement(s) in accordance with the terms of the underlying purchase agreement(s).

Restrictions on Use.

JM Submittal Wizard and SpecJM Web site contains, or may contain, including but not limited to, products, services, charts, images, information, illustrations, logos, reviews, email newsletters, ezines, ebooks, software, photographs, audio and video clips, graphics, links and other material collectively, called the "Content" that are protected by copyright, trademark or other proprietary rights, owned or controlled by JM, third parties or their respective owners or licensees. All Content contained in JM Submittal Wizard is or may be copyrighted as a collective work of JM pursuant to applicable copyright law. This material is for personal use only and you agree to comply with any use and other restrictions contained in any Content available on or accessed through JM Submittal Wizard. Special rules may apply to the use of certain software and other items provided on JM Submittal Wizard. You must access the information manually by request and not programmatically by macro or other automated means. You may not redistribute, sell, decompile, reverse engineer, or disassemble any software or any other products on this Web site in any manner unless prior written authorization is given. You may not use the contents for any unlawful or commercial purpose.

Except as expressly permitted with written approval by JM, no part of the information available from this Web site may be exploited, used to create derivative works, or reduced to any electronic medium or in any other manner not herein stated, in whole or in part, without the prior written approval of JM or its third-party providers. Content consisting of downloadable software may not be re-engineered in any way. You may not incorporate any Content, in whole or in part, by framing, by mirroring, or any other method into another Web site but we strongly encourage links into this Web site.

Johns Manville Web Site Legal Information and Privacy Policy.

This User Agreement incorporates by reference the terms and conditions of Web site use contained in the following linked documents which are posted on www.jm.com. Please click on the links below to review this information carefully.

[Legal Information](#)
[Privacy Policy](#)

Costs of Use.

We established JM Submittal Wizard at our cost to serve you better. You are responsible for costs associated with any equipment you use to access JM Submittal Wizard and for all charges for such access.

Term, Termination.

This User Agreement shall remain in full force and effect even after the assenting party discontinues or otherwise removes all of its registered users or JM revokes the registration of the assenting party to this User Agreement and its registered users and terminates access to JM Submittal Wizard.

The assenting party to this User Agreement acknowledges and agrees that terms and conditions embodied in this User Agreement constitute the basis for continuing eligibility to access JM Submittal Wizard and that failure by the assenting party to this User Agreement to comply with such terms and conditions shall allow JM to at any time, and in its sole discretion, to discontinue the assenting party's access to JM Submittal Wizard and/or to terminate this Agreement. The assenting party acknowledges and agrees that it has no continuing right to use or access JM Submittal Wizard and that JM in its sole discretion may at any time elect to terminate the assenting party's authorization to access JM Submittal Wizard and/or to terminate this User Agreement. The assenting party to this User Agreement specifically agrees that JM may in its sole discretion terminate this User Agreement in the event of (i) the filing by or against the assenting party of any voluntary or involuntary petition seeking liquidation, reorganization or any similar relief under bankruptcy, insolvency or similar laws, (ii) any appointment or taking of possession of the assenting party by a receiver, trustee, custodian or liquidator, (iii) any assignment for the benefit of creditors or failure by the assenting party generally to pay its debts when due or (iv) the assenting party shall be in default or past due on any and all payments owed to JM for products sold to the assenting party.

Certain Definitions.

The term "assenting party to this User Agreement" or similar descriptions herein refer to (a) the legal entity or person (as applicable) who has become a user of JM Submittal Wizard; (b) who has accessed JM Submittal Wizard; and (c) who, by accessing the JM Submittal Wizard, has agreed to the terms of this User Agreement

"JM" or "Johns Manville" refers to Johns Manville.

The term "underlying purchase agreement(s)" shall refer to the terms and conditions under which JM sells its products to the assenting party to this User Agreement, which terms shall include JM's standard terms and conditions of sale, unless otherwise agreed in writing between the parties, and also shall include such other terms governing pricing, discounts, rebates, promotional allowances or otherwise to which the parties have agreed in writing. Unless expressly stated, the specific terms and conditions of any Purchase Agreement control to the extent they are in conflict with the terms and conditions of this User Agreement.

Assignment.

The terms, conditions and provisions of this User Agreement shall be binding upon the successors and permitted assigns of the respective parties hereto. The assenting party to this User Agreement acknowledges and agrees that this User Agreement is not assignable, directly or indirectly, whether by operation of law or otherwise, without the prior written consent of JM.

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Modification of these Terms and Conditions.

JM reserves the right to change this User Agreement at any time. You are responsible for regularly reviewing these terms and conditions for any changes. Such changes, modifications, additions, or deletions shall be effective immediately upon posting on JM Submittal Wizard. Continued use of JM Submittal Wizard following any such changes shall constitute your acceptance of such changes.

Severability.

If any part of this User Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Choice of Law/Venue.

The laws of the State of Colorado, U.S.A., govern this User Agreement without regard to choice of law provisions. You consent to the exclusive jurisdiction and venue of courts in the City and County of Denver, Colorado, U.S.A. in all disputes arising out of or relating to the use of JM Submittal Wizard. Use of this JM Submittal Wizard is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation to this paragraph.

Entire Agreement.

This User Agreement, (together with all documents referenced by hyperlink herein and any underlying purchase agreement(s), is the complete agreement between the parties concerning use of JM Submittal Wizard. A printed version of this User Agreement will be admissible in judicial or administrative proceedings based upon or relating to this User Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied regarding the use of JM Submittal Wizard which are not specified in this User Agreement as posted from time to time.