



Oxbow Calcining International LLC

Conditions of Use

Welcome to Bulkongo.com. Oxbow Calcining International LLC and/or its affiliates ("Oxbow") provide website features and other products and services to you when you visit or shop at Bulkongo.com, use Oxbow products or services, use Oxbow applications for mobile, or use software provided by Oxbow in connection with any of the foregoing (collectively, "Oxbow Services"). Oxbow provides the Oxbow Services subject to the following conditions.

By using Oxbow Services, you agree to these conditions. Please read them carefully.

We offer a wide range of Oxbow Services, and sometimes additional terms may apply. When you use an Oxbow Service you also will be subject to the guidelines, terms and agreements applicable to that Oxbow Service ("Service Terms"). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will control.

PRIVACY

Please review our Privacy Policy, which also governs your use of Oxbow Services, to understand our practices.

ELECTRONIC COMMUNICATIONS

When you use Oxbow Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages on this site or through the other Oxbow Services, and you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

COPYRIGHT

All content included in or made available through any Oxbow Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of Oxbow or its content suppliers and protected by United States and international copyright laws. The compilation of all content included in or made available through any Oxbow Service is the exclusive property of Oxbow and protected by U.S. and international copyright laws.

TRADEMARKS

In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through any Oxbow Service are trademarks or trade dress of Oxbow in the U.S. and other countries. Oxbow's trademarks and trade dress may not be used in connection with any product or service that is not Oxbow's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Oxbow. All other trademarks



not owned by Oxbow that appear in any Oxbow Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Oxbow.

PATENTS

One or more patents owned by Oxbow apply to the Oxbow Services and to the features and services accessible via the Oxbow Services. Portions of the Oxbow Services operate under license of one or more patents.

LICENSE AND ACCESS

Subject to your compliance with these Conditions of Use and any Service Terms, and your payment of any applicable fees, Oxbow or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Oxbow Services. This license does not include any resale or commercial use of any Oxbow Service, or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any Oxbow Service or its contents; any downloading, copying, or other use of account information for the benefit of any third party; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by Oxbow or its licensors, suppliers, publishers, rightsholders, or other content providers. No Oxbow Service, nor any part of any Oxbow Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Oxbow. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Oxbow without express written consent. You may not use any meta tags or any other "hidden text" utilizing Oxbow's name or trademarks without the express written consent of Oxbow. You may not misuse the Oxbow Services. You may use the Oxbow Services only as permitted by law. The licenses granted by Oxbow terminate if you do not comply with these Conditions of Use or any Service Terms.

YOUR ACCOUNT

You may need your own Oxbow account to use certain Oxbow Services, and you may be required to be logged in to the account and have a valid payment method associated with it. If there is a problem charging your selected payment method, we may charge any other valid payment method associated with your account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password.

REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

You may be permitted to post reviews and other content so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights), or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Oxbow reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.



If you do post content or submit material, and unless we indicate otherwise, you grant Oxbow a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Oxbow and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Oxbow for all claims resulting from content you supply. Oxbow has the right but not the obligation to monitor and edit or remove any activity or content. Oxbow takes no responsibility and assumes no liability for any content posted by you or any third party.

RISK OF LOSS

All purchases of physical items from Oxbow are made pursuant to a shipment contract. Unless otherwise noted in the Contract, the risk of loss and title for such items pass to you upon our delivery to the carrier.

RETURNS, REFUNDS AND TITLE

Oxbow does not accept returned items and all sales are final.

SANCTIONS AND EXPORT POLICY

You may not use any Oxbow Service if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using Oxbow Services. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software (including Oxbow Software), technology, and services.

OTHER BUSINESSES

Parties other than Oxbow may provide products and services and sell product lines through the Oxbow Services. If you purchase any of the products or services offered by these businesses or individuals, you are purchasing directly from those third parties, not from Oxbow. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their Web sites). Oxbow does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

THE OXBOW SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE OXBOW SERVICES ARE PROVIDED BY OXBOW ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. OXBOW MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE OXBOW SERVICES, OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE OXBOW



SERVICES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE OXBOW SERVICES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY LAW, OXBOW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OXBOW DOES NOT WARRANT THAT THE OXBOW SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE OXBOW SERVICES, OXBOW'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM OXBOW ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, OXBOW WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY OXBOW SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY OXBOW SERVICE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

DISPUTES

Any dispute or claim relating in any way to your use of any Oxbow Service, or to any products or services sold or distributed by Oxbow or through Bulkongo.com will be subject to the exclusive jurisdiction of the courts located in Palm Beach County, Florida.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. We each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

APPLICABLE LAW

By using any Oxbow Service, you agree that the applicable federal law, and the laws of the state of Florida, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and Oxbow.

SITE POLICIES, MODIFICATION, AND SEVERABILITY

Please review our other policies posted on this site. These policies also govern your use of Oxbow Services. We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

OUR ADDRESS

Oxbow Calcining International LLC
1450 Lake Robbins Drive, Suite 500, The Woodlands, Texas 77380
www.oxbow.com



ADDITIONAL OXBOW SOFTWARE TERMS

The following terms ("Software Terms") apply to any software (including any updates or upgrades to the software) and any related documentation we make available to you in connection with Oxbow Services (the "Oxbow Software").

1. **Use of the Oxbow Software.** You may use Oxbow Software solely for purposes of enabling you to use the Oxbow Services as provided by Oxbow, and as permitted by these Conditions of Use and any Service Terms. You may not incorporate any portion of the Oxbow Software into other programs or compile any portion of it in combination with other programs, or otherwise copy (except to exercise rights granted in this section), modify, create derivative works of, distribute, assign any rights to, or license the Oxbow Software in whole or in part. All software used in any Oxbow Service is the property of Oxbow or its software suppliers and is protected by United States and international copyright laws.
2. **Use of Third Party Services.** When you use the Oxbow Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile software provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.
3. **No Reverse Engineering.** You may not reverse engineer, decompile or disassemble, tamper with, or bypass any security associated with the Oxbow Software, whether in whole or in part.
4. **Updates.** We may offer automatic or manual updates to the Oxbow Software at any time and without notice to you.
5. **Government End Users.** If you are a U.S. Government end user, we are licensing the Oxbow Software to you as a "Commercial Item" as that term is defined in the U.S. Code of Federal Regulations (see 48 C.F.R. § 2.101), and the rights we grant you to the Oxbow Software are the same as the rights we grant to all others under these Conditions of Use.
6. **Conflicts.** In the event of any conflict between these Conditions of Use and any other Oxbow or third-party terms applicable to any portion of Oxbow Software, such as open-source license terms, such other terms will control as to that portion of the Oxbow Software and to the extent of the conflict.