

U.S. Terms of Use

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other pages or websites at your own risk, and your use of other websites will be controlled by the terms of use posted on that website. You should review the terms of use of any website to which you navigate.

Any website linking to our website hereby agrees to be bound by the following rules: (1) the link must be a text-only link clearly marked; (2) the link, and the use thereof, must be in connection with a website of appropriate subject matter that furthers the mission of the Company; (3) the link, and the use of the link, must not (and must not have the potential to) damage or dilute the goodwill associated with the Company's names and marks; (4) the link, and the use of the link, must not create the false appearance that an entity other than the Company is associated with or sponsored by the Company; (5) the link, when activated by a user, must display this site full-screen and not with a "frame" on the linked website; and (6) the Company reserves the right to revoke, revise, or limit its consent (if any) to the link at any time and require the removal or modification of the link in its sole discretion, either by amending these Terms of Use or through other notice.

Indemnification

You agree to indemnify, defend and hold harmless the Company, its officers, representatives, directors, employees, consultants and agents from any and all losses, expenses, third-party claims, liabilities, attorneys' fees, damages and costs for claims arising from or related to your use of this website, your use of any material, information or data downloaded or otherwise obtained from this website, or your violation of these Terms of Use, including your infringement of any intellectual property or other right of the Company or any other person or entity.

Copyright

The Company respects the rights of intellectual property owners, and asks that its users do the same. If you believe that your work has been copied in a way that constitutes infringement, please provide the Company the following information, in the form prescribed by Section 512 of Title 17, United States Code: (1) a description of the copyrighted work or works that you claim have been infringed; (2) a description of the allegedly infringing material, including its location on the site; (3) your address, telephone number, and e-mail address; (4) a 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; (5) 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; and (6) an electronic or physical signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. The Company's Copyright Agent for notice of claims of copyright infringement on its site is the Company at the address set forth in the "Contacting Us" paragraph below.

Interpretation and Disputes

These Terms of Use are governed by the laws of the United States and the State of Wisconsin, without regard to any conflict of laws provisions. Venue is exclusively in the State of Wisconsin with respect to any dispute arising under these Terms of Use, unless otherwise agreed by the Company in its sole discretion, and you hereby irrevocably consent to the jurisdiction of such courts. If there is a dispute, the prevailing party will be entitled to recovery of its reasonable attorneys' fees and costs. If any provision of these Terms of Use is deemed unenforceable or invalid by a court, then the court may modify such provision to the minimum extent necessary to make an invalid provision enforceable and valid. If modification is impossible or impracticable, then the provision will be severed and the remaining terms of these Terms of Use will be interpreted and read to give them maximum enforceability. Any cause of action or claim against the Company with respect to this website must be commenced within one (1) year after the action or claim arises.

Entire Agreement

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Electronic Communications

You agree that these Terms of Use and any other documentation, agreements, notices or communications between you and the Company may be provided to you electronically, to the extent permissible by law. Please print a copy of all documentation, agreements, notices or other communications for your reference.

Contacting Us

If you have any other questions or concerns regarding these Terms of Use, you may contact us by email at j.dannenberg@premieraluminum.com, by telephone at 262-554-2100, or by mail at Premier Aluminum 3633 S. Memorial Dr. Racine, WI 53403.