

Website Terms of Use

Website owner, the Offering, and Binding of Terms

This website is owned and operated by Plastic Automation Engineering Inc (PAE). These Terms of Use set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors information about the equipment and services offered by PAE to the Canadian plastics industry. By accessing or using the website, you approve that you have read, understood, and agree to be bound by these Terms.

Who can use this Website

In order to use our website and receive our services, you must be at least 18 years of age or the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

Key Commercial Terms

All equipment promoted on our website is sold by our manufacturers (principals). Our site simply offers technical information regarding the equipment and provide links to their websites. When buying a machine, e.g., a sound-proof by-the-press granulator, you agree that:

- (i) you are responsible for reading the full technical specifications before making a commitment to buy it:
- (ii) you enter a legally binding contract to purchase a machine when you issue a Purchase Order directly to the manufacturer and that order is approved.
- (iii) you pay the price negotiated and noted on the Purchase Order
- (iv) all Purchase Orders are governed by the Terms and Conditions of the manufacturer.

Retention of Right to change Offering

We may, without prior notice, change the offerings, stop providing the offerings or any features of the offerings we offer, or create limits for the offerings. We may permanently or temporarily terminate or suspend access to the offerings without notice and liability for any reason, or no reason.

Warranty of the Offering

We do not offer any warranty for the equipment you buy from principals. Any warranty issues shall be resolved in accordance to the Terms and Conditions issued by the manufacturer.

Ownership of Intellectual Property, Copyrights and Logos

All website materials, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related to that, are the exclusive property of Plastic Automation Engineering. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces and text,) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed on the website.

Right to suspend or cancel User Account

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and any services at any time.

Indemnification

You agree to indemnify and hold PAE harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against PAE by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the site.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall PAE be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, PAE assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service.

Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review this page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not access or continue to access the website or the service.

Promotional Emails and Content

You agree to receive from time to time promotional messages and materials from us by mail, email, or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

Preference of Law and Dispute Resolution

These Terms, the rights and remedies provided hereunder, and any claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the Province of Ontario, without regard to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Toronto, Ontario.

Customer Support

If you have any questions about the Terms of Use governing this site, please contact George Vasilca at George.vasilca@paeinc.ca.

Website User Communities

User of this website who desire to form or join a User Community must abide by these rules:

- (i) To have a public profile that is visible to all site visitors, and their public activity, such as posts or comments, will be apparent to all.
- (ii) If they decide to opt-out, their profile will no longer be publicly visible
- (iii) If they opt-out, they will not be able to sue the community features such as liking, commenting, or writing posts.

These Terms of Use become applicable on September 24, 2021.