

USER MANUAL



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Users in the Gasket Estimating Program

There are two different types of users in the Gasket Estimating Program (GEP): **admin users** and **general users**.

Admin users, as the name implies, have access to the administrative functions for their account, such as: user, labor/manufacturing, and pricing settings. Specific help and instructions for the administrative and functions can be found below. A new GEP account comes with (3) user account licenses by default (additional licenses can be purchased). By default, the administrator account is also setup as an active user account. This can be changed in the user settings (see the "View User Info" section for more information).

User accounts have access to all of the tools in the GEP. Active users can add or update materials and use the utilization functions. An account may have an unlimited number of users, but only active users will have login access. The number of allowable active users at any given time is determined by the number of licenses purchased for your account. The default is (3) active users at a time. Admins and users may access the GEP from anywhere and on any device with an internet connection, but may only have one active session at a time.

Administrative Users Menu

To access any of the administrative functions, you must login with your administrative account credentials. Unless changed in your account settings, the account admin information is the username and password that were created when you signed up for a subscription to the Gasket Estimating Program. If you forget your password, you must contact GEP Support gepsupport@thermosealinc.com) to have your password reset.

Figure 1 - Admin login

USERNAME	admin@company.com
PASSWORD	••••••
LOGIN	

Account Details

The "Account Detail" page allows you to view and update your main account information, including you administrator information.

On this page, you can also change your administrator password, see your subscription expiration date, and the number of user licenses that you have purchased for your account. Each account comes with (3) licenses by default.

Items marked with an asterisk (*) are required. All additional items are optional. Unless otherwise requested, GEP Support will only ever contact you via email. You will only be contacted to resolve technical support requests, to be made aware of program updates, and/or with a reminder near the date of your subscription expiring.



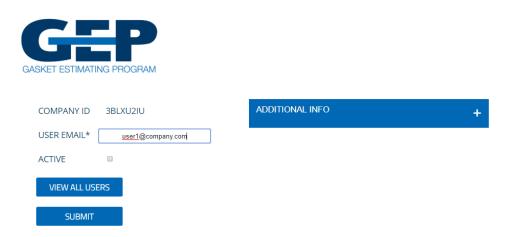
COMPANY NAME*	ABC Demo Company
ADMINISTRATOR FIRST NAME	Bob
ADMINISTRATOR LAST NAME	Smith
ADMINISTRATOR EMAIL*	admin@company.com
COMPANY ADDRESS	123 Company Blvd.
CITY	Chicago
STATE/PROVINCE	IL
ZIP	60608
COUNTRY	USA
PHONE	555-555-5555
ACCOUNT EXPIRATION	4/1/2021
USER LICENSES	3
CHANGE PASSWORD	
UPDATE	

Figure 2 - Account details view

Adding/Viewing Users

To add new users, choose "Add User" from the Admin menu. Simply add the user's email address and select if you would like to set them as active (see Figure 3 below).

Figure 3 – Setting up a new user

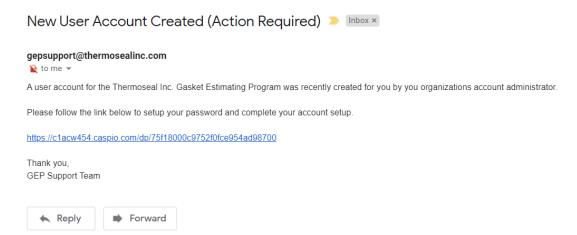


NOTE: Only active users may login to the program. An account my have an unlimited number of users, but only users who are active will be able to login.

When setting up a new user, before submitting their info, it is recommended that you verify the number of currently active accounts. If you attempt to submit a new active user with no available licenses, the info will not be saved and the user account will not be created.

After creating a new user, they will receive an email with a link to create a login password (see Figure 4 below). Be sure to let them know to be on the lookout for this email.

Figure 4 - New user password setup email



Admin users will also receive the above referenced email when they complete the registration for a new account. An admin user <u>must</u> complete the registration of a user account as well to be able to access

the user functions of the GEP. You can, if you so desire, use the same password for both admin and user access.

You can view all of your user accounts (both active and inactive by clicking on the "View All Users" button or by selecting "View User Info" from the Admin menu (see Figure 5 below).

Figure 5 - Viewing all user info



USER ID	USER EMAIL	ACTIVE?	
LCNM6CDQ	ADMIN@COMPANY.COM	YES	VIEW DETAILS ✓ EDIT ✓ DELETE
77ZZQAZP	USER1@COMPANY.COM	YES	VIEW DETAILS ✓ EDIT ✓ DELETE
RM7OFDLF	USER2@COMPANY.COM	YES	
HMMVS424	USER3@COMPANY.COM	NO	VIEW DETAILS ✓ EDIT ✓ DELETE

RECORDS 1-4 OF 4

NOTE: In the above example, the account admin and two active users currently hold the (3) available licenses. User3 is not active and thus would not be able to login to the program.

To view an individual user's info, click on "View Details." There you can see the user's ID as well as when their info was last updated (see Figure 6 below). Every user has a unique ID number generated by the program. This number will be linked to anything they create within the GEP.

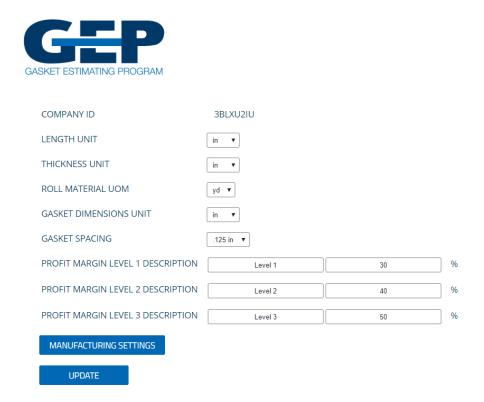
Figure 6 - User info details



Account Settings - General

There are two different groups of settings available to account admins. First is the general settings group (see Figure 7 below).

Figure 7 – General settings menu



"Length Unit" is the default unit for any measurement of length (sheet dimensions, rolled goods material width, etc.)

"Gasket Dimensions Unit" is the default unit gasket dimensional information in the utilization calculations.

"Gasket Spacing" is the default buffer spacing between gaskets in a layout.

NOTE: These default settings can all be changed at any time on a case by case basis by program users within the various modules

Profit margin settings are established by the account administrator and may not be changed by other users. The default margins are 30, 40, and 50%. How you choose to identify these ("Level 1, Level 2, & Level 3;" "Good, Better, Best;" etc.) and what particular margins you desire to use are at your

[&]quot;Thickness Unit" is the default unit for thickness measurements.

[&]quot;Roll Material UOM" is the default unit of measure for continuous roll materials.

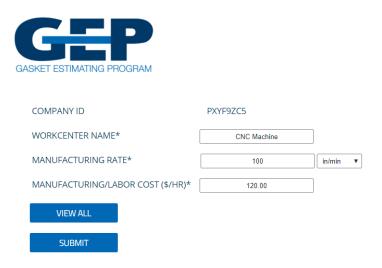
discretion. These values are simply meant as suggestions. The actual margin percentages will not be viewable by the users, but all pricing calculations will be based on the margins you establish.

NOTE: These are profit margins and not markup values (ex. 30% margin equates to approximately a 1.43x markup).

Account Settings - Manufacturing

From the general setting window, you can click on the "Manufacturing Settings" button to move into this second group of settings. Here you can create new manufacturing workcenters (Figure 8) and view all of your existing workcenters (Figure 9). Manufacturing settings are used to help estimate production and labor costs for finished parts.

Figure 8 – Creating a new manufacturing workcenter



In the example above, a workcenter called "CNC Machine" is created. The machine can cut material on average at a rate of 100 in/min and costs an estimated \$120/hour. If the fabricated part consisted of a total of 36 inches, the labor cost to fabricate the part using this workcenter would be 36" x (1 min / 100") x (1 hr / 60 min) x (\$120 / 1 hr) = \$0.72/piece.

The available parameters are pieces per min (pcs/min), pieces per hour (pcs/hr), inches per minute (in/min), and millimeters per minute (mm/min).

Figure 9 - Viewing all available workcenters



WORKCENTER NAME	MANUFACTURING COST (\$/HR)	
CNC MACHINE	\$ 120.00	VIEW DETAILS ✓ EDIT ✓ DELETE
DEFAULT	\$ 150.00	VIEW DETAILS ✓ EDIT ✓ DELETE
TRAVELLING HEAD PRESS	\$ 100.00	VIEW DETAILS ✓ EDIT ✓ DELETE

RECORDS 1-3 OF 3

The program comes preloaded with a default workcenter of 500 pcs/hr at a rate of \$150. This can be changed or deleted. Individual modules for estimating costs allow you to include parameters like these, to include a fixed value cost, or to not include production and labor costs in your estimates.

General User Functions

Besides administrative functions, the remainder of the GEP is available to active users. Users will be required to login with their username (email address) and the password they chose when they completed their user account setup (see Figure 10 below).

Figure 10 – User login



Admin users who are logged in with their administrative credentials may be asked to login again when attempting to access user functions, even if both their user and admin passwords are the same.

Materials Menu

Adding New Materials

All users have the ability to add new materials to the account materials database. The GEP differentiates between two types of materials: *sheets* and *rolls*. Sheet materials are the fixed dimension materials that come in sheet form (60"x60", 1m x 1m, 60"x120", etc.). This makes up a large majority of gasketing materials. Rolled materials are materials, like elastomers, that primarily come in continuous length rolls.

The process for adding new materials of either type is largely the same, however both types require different critical dimensional information. Additionally, for sheet materials, the sheet orientation is based on an x-y plane, with the y-direction being north-south, and the x-direction being east-west.

Examples of both forms can be seen on the next two pages. Figure 11 shows the input of a new sheet material and Figure 12 shows the new input of a continuous roll material. Fields marked with an asterisk (*) symbol are required.

Figure 11 - Adding a new sheet material to the database

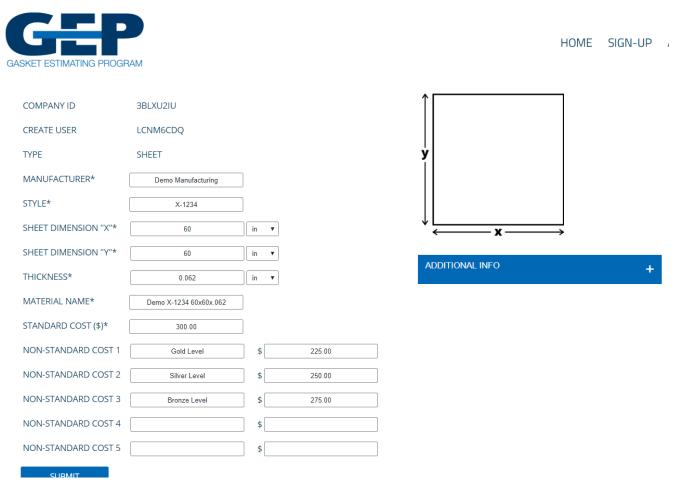
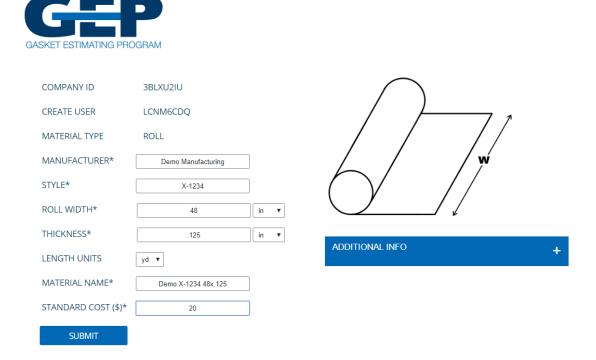


Figure 12 - Adding a new roll material to the database



The GEP Support can assist with bulk uploading of materials. Contact GEP Support (gepsupport@thermosealinc.com) for more information.

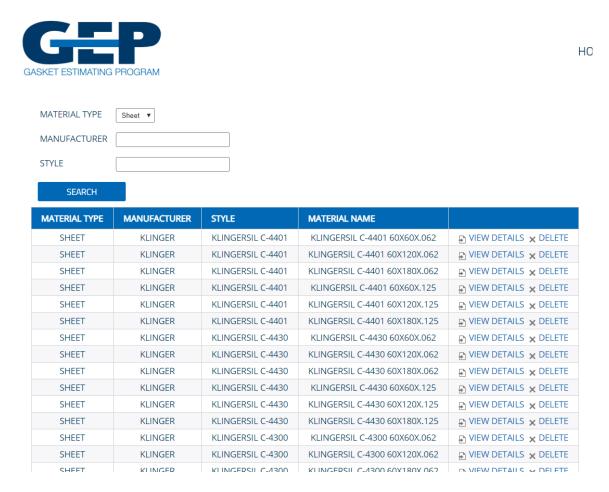
Viewing Material Database

You can search and view your entire database of materials by choosing "View/Update Materials" from the Materials menu (see Figure 13). To update an individual material record, click on "View Details."

NOTE: There are no restrictions on the number of materials that can be stored within the GEP for an individual account.

To get you started with the GEP, every new account comes preloaded with 23 selected materials from Klinger/Thermoseal. These material records may be altered or deleted as desired. Additionally, there are more preinstalled materials that may be imported. See the next section for more information.

Figure 13 - Viewing the material database



Preinstalled Materials

The GEP includes a database of preinstalled materials that may be imported into your own material database. To import a new material, select the material from the list of available materials and click on "View Details." From the individual details page, click on the "Copy Item" button to open a new material entry form (Figure 14). After making any desired changes to the prefilled information, click the "Submit" button to save the record to your account's material database.

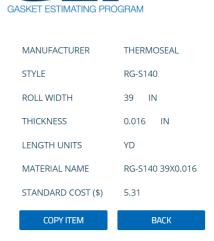


Figure 14 - Copying a preinstalled item

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Utilization Menu

There are five different utilization modules within the GEP.

The "Basic Sheet Yield" module calculates simple sheet yield based on a stacked and/or staggered (honeycomb) pattern.

The "Optimized Yield" module uses advanced circle packing algorithm results to determine the densest possible layout within the sheet boundaries, resulting in complex layout patterns. These results typically require precise placement of individual gaskets on the sheet, therefore they are ideally suited for production using CAD based CNC machines.

The "Center Yield" module also uses advanced circle packing algorithm results to determine the densest possible layout within boundaries of a disc (a.k.a. a "center" or a "drop"), resulting in complex layout patterns.

The "Continuous Roll Yield" module calculates simple sheet yield based on a stacked and/or staggered (honeycomb) pattern, but incorporates an infinitely long material length.

The "*Plug-Down*" module incorporates the functionality of the optimized yield modules, but allows users to combine up to (20) different gasket sizes to determine the best available "nesting" (fitting smaller parts inside of larger ones) and the total required amount of material for a job.

NOTE: Because the circle packing data is based on fitting circles inside of squares, rectangles, and/or other circles, the optimized modules (optimized yield, center yield, and plug-down) only allow for circular shaped parts.

Program Limitations

The optimized sheet yield programming is limited to predetermined thresholds as follows: 5000 pcs (square), 200 pcs (.1 x 1 rectangle), 347 pcs (.2 x 1 rectangle), 300 pcs (.3 x 1 rectangle), 299 pcs (.4 x 1 rectangle), 300 pcs (.5 x 1 rectangle), 307 pcs (.6 x 1 rectangle), 437 pcs (.7 x 1 rectangle), and 420 pcs (.8 x 1 rectangle). This could produce failed results when attempting to calculate yield for small gaskets from large sheets.

Like the optimized sheet yield programming, the center yield programming is limited to a predetermined threshold of 500 pcs. This could produce failed results when attempting to calculate yield for small gaskets from very large discs.

The plug-down programming uses the same logic as the other optimized programs, thus it incorporates the same thresholds. Additionally, it only accounts for nesting within the centers of other gaskets, and

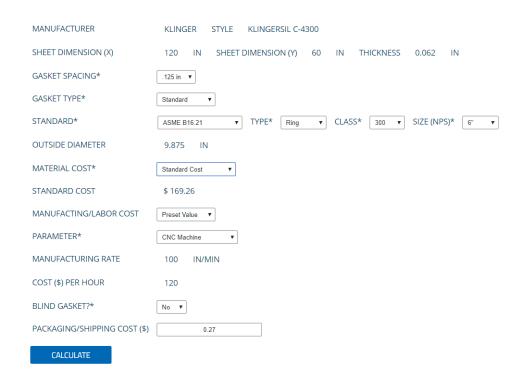
does not account for corners and other "nooks and crannies" where additional quantities of small diameter gaskets may be nested. This tool is only intended to provide a reasonable estimate of sheet usage.

Basic Sheet Yield

To use the "Basic Sheet Yield" module, perform the following steps (see Figure 15):

- 1. Select the desired material.
- Choose the gasket type: Standard or Non-Standard. Standard options include ASME B16.21, ASME B16.47 Series A, ASME B16.47 Series B, and EN 1514-1. Non-Standard options include Round, Square, Rectangle, Oval, and Obround.
- 3. Choose the desired material cost level (if applicable).
- 4. Choose the manufacturing/labor cost. Options include no cost, preset values (based on the account's established manufacturing workcenters), or a custom value.
- 5. Add any applicable packaging and/or shipping costs.

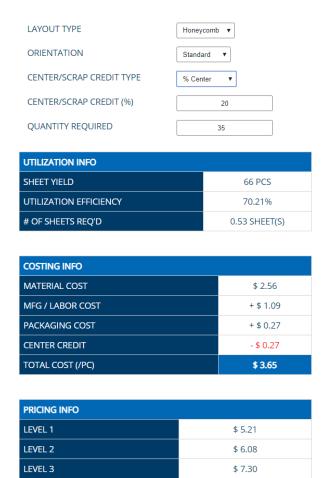
Figure 15 - Basic sheet yield

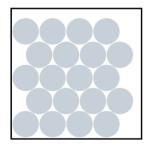


You can adjust the yield results as follows (see Figure 16):

- 1. Choose the layout type: Stacked or Honeycomb. In most cases, the honeycomb pattern produces a more dense distribution, leading to greater yield and less waste.
- 2. Rotate the sheet orientation. The program always considers the material layout based on the orientation as stored in the database based on an x-y plane. The y-axis would therefore be the vertical or north-south axis, while the x-axis would be the horizontal or east-west axis. In some instances, for rectangular sheets, considering these axes as being rotated by 90 degrees (thus switching the two axes) will increase the sheet yield.
- 3. Choose the center/scrap credit. Options include no credit, percentage based on the total sheet, percentage based on the center alone, or a fixed credit. Percentage based on the total sheet works well for applying a discount for instances where you are cutting a small quantity (1 or 2) of large gaskets from a sheet and will be left with large sections of sheet. Percentage based on the center works well for most other scenarios.
- 4. Enter the total quantity. This will calculate the total amount of sheet required based on the yield.

Figure 16 - Basic sheet yield results





NOTE: This graphic is for display purposes only and does not indicate actual results.

The program provides the total per piece cost with all included costs and credits figured in. It also provides (3) pricing options based on the account profit margin settings.

Optimized Sheet Yield

The process for using the optimized yield module is similar to that of the basic yield module with a few exceptions (see Figure 17):

- Sheet orientation does not alter/affect the results.
- 2. As previously stated, optimized yield only works for round gaskets.
- 3. For rectangular sheets, the program requires fixed ratios of .1 to .8 (in tenths) by 1. This means that some sheet sizes will be calculated as smaller than they actually are. The effective sheet size is indicated in the results.
- 4. To view the layout coordinates for gasket placement, hit the "Layout" button at the bottom of the results. More information about utilizing layout coordinates is available on page 22 of this manual.



Figure 17 - Optimized yield results

Center Yield

The process for using the center yield module is similar to that of the other modules with a few exceptions (see Figure 18):

1. After selecting your material and gasket size, you will be asked to enter the center/disc diameter at the top of the results page, as well as a value for the disc. The program will calculate an

estimated disc value based on the material cost and yield, but this value is only meant to assist in determining a value for the disc. The user can ultimately determine any value they wish for the disc.

- 2. As previously stated, optimized yield only works for round gaskets.
- 3. For rectangular sheets, the program requires fixed ratios of .1 to .8 (in tenths) by 1. This means that some sheet sizes will be calculated as smaller than they actually are. The effective sheet size is indicated in the results.
- 4. To view the layout coordinates for gasket placement (see Figure 19), hit the "Layout" button at the bottom of the results. More information about utilizing layout coordinates is available on page 22 of this manual.

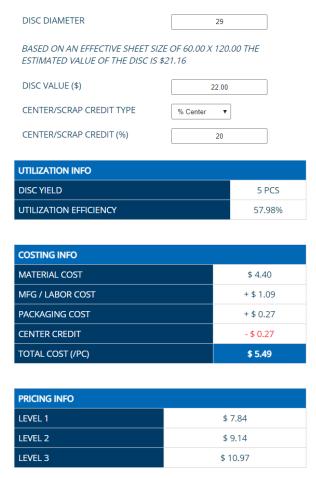
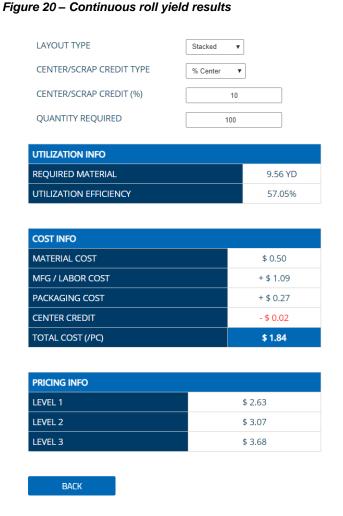


Figure 18 - Center yield results

Figure 19 - Layout coordinates

Continuous Roll Yield

The continuous roll yield works just like the basic yield, except that it incorporates an infinitely long material length (see Figure 20 below). Otherwise, the same basic steps listed on pages 14-15, apply here as well.



NOTE: This graphic is for display purposes only and does not indicate actual results.

Plug-Down

The plug-down program looks at nesting of various sizes to determine a good estimate of the total required material for large cutting jobs. The yield results are based on the optimized formulas, so users who are using the plug-down program to estimate yield results for non-computer aided manufacturing may want to adjust accordingly. This tool is only intended to provide a reasonable estimate of sheet usage.

To utilize the plug-down program, simply do the following:

- 1. Select the material you want to use, the correct material cost, and the desired gasket spacing.
- 2. On the next screen, enter all of the gasket sizes in the job (see Figure 21). These values do not need to be sorted, the program will do that for you. Also, mixtures of units are allowed.
- 3. Once the results are sorted and calculated, you can manually adjust the results to exclude certain sizes from the final calculations (see Figure 22). This allows users to account for small gaskets that can be nested in corners and other areas within the sheet.
- 4. The final total amount of sheet and total cost is calculated at the bottom of the page (see Figure 23). This is material cost only and doesn't account for any associated production/labor or packaging/shipping related costs. It also does not provide any credit for scrap or centers. Those additional costs will need to be manually accounted for.

Figure 21 – Plug-down inputs

	INSIDE DIMENSION	OUTSIDE DIMENSION	QUANTITY REQUIRED	FROM SHEET	NESTED	REMAINING CENTERS	SHEET YIELD	SHEET REQUIRED	
•	15	17	20						
•	40	42	8						
▼	30	33	6						
n 🔻	200	350	14						
•	20	24	11						
•	10	13.5	4						
▼ _	36	39	7						
•									
•									
•									
▼ _									
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Figure 22 – Plug-down inputs (sorted w/ results)

UNIT	INSIDE DIMENSION	OUTSIDE DIMENSION	QUANTITY REQUIRED
in ▼	40	42	8
in ▼	36	39	7
in 🔻	30	33	6
in 🔻	20	24	11
in 🔻	15	17	20
mm ▼	200	350	14
in 🔻	10	13.5	4
in ▼	n	n	n

FROM SHEET	NESTED	REMAINING CENTERS	SHEET YIELD	SHEET REQUIRED	INCLUDE?
8	0	0	3	2.67	•
0	7	0	0	0.00	
0	6	0	0	0.00	
3	8	0	10	0.30	•
9	11	2	23	0.39	•
0	14	14	0	0.00	
0	4	4	0	0.00	
n	n	n	n	0.00	

Figure 23 – Plug-down inputs (sorted w/ results) cont.



You can adjust the number of input slots from 1 up to 100. Please note that adjusting the number of inputs simply hides/unhides the fields to help improve user experience, but does not remove any previously input information. To remove a size from consideration in the program, you must manually delete the input data.

Additional Features

Utilizing Layouts

Optimized yield layouts provide precise coordinates to assist with creating CAD drawings for transfer to CNC cutting machines. However, all of the coordinates are based on default unitless shape (square, rectangle, or circle) with a dimension of 1. In other words, the actual coordinates for a shape of any size, can be extrapolated simply with by multiplying the coordinates by the actual material size.

The coordinates are stored in text files that can be viewed/saved individually, or downloaded in .zip archives that contain all of the files. The coordinates are presented in x-y format. The x-axis is the horizontal axis (east-west) and the y-axis is the vertical axis (north-south). The origin is located at the center point of the material.

For a square sheet:

- 1. Find the appropriate layout file based on the sheet yield results.
- 2. Multiply each coordinate by the actual sheet side length.

For a rectangular sheet:

- 1. Determine your effective short side to long side ratio by dividing the short dimension by the long dimension and rounding down to the nearest tent (ex. 60 / 90 = 0.6667, use 0.6×1 for your ratio).
- 2. Find the appropriate layout file based on the effective ratio and sheet yield results.
- 3. Multiply each coordinate by the actual long side sheet length.

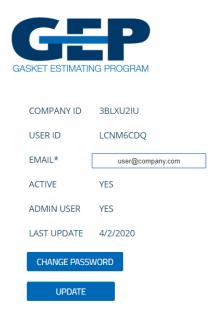
For a disc/center:

- 1. Find the appropriate layout file based on the disc/center yield results.
- 2. Multiply each coordinate by the actual radius length of the disc.

Updating User Info

Users may update their email address and/or change their password by choosing "*User Info*" from the Help menu (see Figure 24 below).

Figure 24 – Update user info



WEB APPLICATION END USER LICENSE AGREEMENT

Last updated: April 7, 2020

This Web Application End User License Agreement ("Agreement") is a binding agreement between you ("Licensee" or "you") and Thermoseal Inc. ("Company"). This Agreement governs your use of Themoseal Inc's website and web applications (each such downloaded and installed application is referred to herein as the ("Application"). The Application is licensed, not sold, to you.

BY CLICKING "AGREE" YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE APPLICATION.

1. License Grant.

Subject to the terms of this Agreement and your subscription in accordance with Section 2 of this Agreement, Company grants you a limited, nonexclusive and nontransferable license to use the Application on computers or devices owned or otherwise controlled by you ("your Devices") strictly in accordance with the Application's documentation.

2. Subscription Services.

- A. Subscription: You must pay the subscription fee in advance to access and use the Application. Fees are described in the applicable Service listing on the third party service from which you accessed the Application, or on Company's website. The first subscription fee will start to accrue as of the first day immediately following any trial period (if applicable). The fees do not include any taxes or duties of any kind, which may be imposed by any governmental entity on the transactions contemplated by this Agreement, and you will be solely responsible for all such taxes. All amounts are quoted in and payable in US dollars. Company reserves the right to suspend your access to and use of the Application if you fail to pay any undisputed amount owed on or before its due date. You may cancel your subscription at any time by providing written notice to Company; upon cancellation, you (i) will not receive a refund for the billing period during which you cancel your subscription; and (ii) will be able to access your subscription and receive updates of the relevant subscription until the subscription termination date.
- B. Refunds: Company may provide you a refund of the full subscription price if: (i) the Application does not function properly; or (ii) you request a refund from Company within 30 days of the charge.

3. License Restrictions.

Licensee shall not:

- A. copy the Application, except as expressly permitted by this license;
- B. modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Application;

- C. reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof; or,
- E. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available to be accessed by more than one device at any time.

4. Reservation of Rights.

You acknowledge and agree that the Application is provided under license on a subscription basis, and not sold, to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto other than to use the Application in accordance with the license granted, and subject to all terms, conditions and restrictions, under this Agreement. Company reserves and shall retain its entire right, title and interest in and to the Application, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

5. Collection and Use of Information.

- A. You acknowledge that when you use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Devices and about your use of the Application. You also may be required to provide certain information about yourself as a condition to using the Application or certain of its features or functionality. All information we collect through or in connection with this Application is subject to our Privacy Policy. By using and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.
- B. If you provide us with information relating to personal contact information (the "Data") of third parties (e.g. email, mail, telephone, fax), such information shall be provided by you free of any charge or fee. You warrant that: (i) you make no claim of copyright or other intellectual property rights in the Data; (ii) you have all necessary rights to provide the Data to us and warrant that the Data was not collected, generated, compiled, obtained and/or being supplied to us in any manner that would subject us to legal or regulatory liability for the use as contemplated herein; (iii) none of the individuals included in the Data have "opted out" of receiving future messages from you; (iv) your providing the Data to us does not infringe any rights of any third party; and (v) there are no material suits, claims, charges or proceedings currently pending or threatened against you relating to the Data.

6. Updates.

Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

7. Third Party Materials.

The Application may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising ("Third Party Materials"). You acknowledge and agree that Company is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Company does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

8. Term and Termination.

- A. The term of Agreement commences when you acknowledge your acceptance and will continue in effect until terminated by you or Company as set forth in this Section 8.
- B. You may terminate this Agreement by dicontinuing use of the Application on all of your Devices.
- C. Company may terminate this Agreement at any time with reasonable advance notice if Company ceases to support the Application, which Company may do in its sole discretion. Other reasons for app removal include: (i) an allegation or actual infringement of any intellectual property right or right of publicity or privacy of any third party; (ii) an allegation of actual defamation; (iii) an allegation or determination that an app does not comply with applicable law; (iv) Company ceasing to do business; or (v) Company filing a petition in bankruptcy, dissolving, or otherwise finding itself unable to pay its debts as they come due.
- D. This Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- E. An Application may be unpublished at any time.
- F. Upon termination:
 - i. all rights granted to you under this Agreement will also terminate; and
 - ii. you must cease all use of the Application.
- G. Termination will not limit any of Company's rights or remedies at law or in equity.

9. Disclaimer of Warranties.

THE APPLICATION IS PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE APPLICATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS. BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE. APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

- A. PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES
- B. DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

11. Indemnification.

You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement. Furthermore, you agree that Thermoseal Inc. assumes no responsibility for the content you submit or make available through this Application.

12. Severability.

If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

13. Governing Law.

This Agreement is governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Ohio. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

14. Entire Agreement.

This Agreement and our Privacy Policy constitute the entire agreement between you and Company with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

15. Waiver.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or

power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

PRIVACY POLICY

Last updated: March 9, 2020

Thermoseal Inc. ("us", "we", or "our") owns and operates websites and web-based applications (hereinafter referred to as the "Service").

This page informs you of our policies regarding the collection, use and disclosure of personal data when you use our Service and the choices you have associated with that data. We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy.

Definitions

Service

Service means the websites and mobile applications operated by Thermoseal Inc.

Personal Data

Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

Usage Data

Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

Cookies

Cookies are small files stored on your device (computer or mobile device). You can obtain more information about cookies by visiting http://www.allaboutcookies.org.

Data Controller

Data Controller means the natural or legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal information are, or are to be, processed.

For the purpose of this Privacy Policy, we are a Data Controller of your Personal Data.

Data Processors (or Service Providers)

Data Processor (or Service Provider) means any natural or legal person who processes the data on behalf of the Data Controller.

We may use the services of various Service Providers in order to process your data more effectively.

Data Subject (or User)

Data Subject is any living individual who is using our Service and is the subject of Personal Data.

Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

Types of Data Collected

Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you ("Your Information"). Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Phone number
- · Address, State, Province, ZIP/Postal code, City
- Cookies and Usage Data

We may use Your Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send or by contacting us. To correct or update your personal information please contact us.

Usage Data

We may also collect information that your browser sends whenever you visit our Service or when you access the Service by or through a mobile device ("Usage Data").

This Usage Data may include information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When you access the Service with a mobile device, this Usage Data may include information such as the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use, unique device identifiers and other diagnostic data.

Tracking Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and we hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

- Session Cookies. We use Session Cookies to operate our Service.
- Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
- Security Cookies. We use Security Cookies for security purposes.

Use of Data

Thermoseal Inc. uses the collected data for various purposes that include but are not limited to:

- To provide and maintain our Service
- To notify you about changes to our Service
- To allow you to participate in interactive features of our Service when you choose to do so
- To provide customer support
- To gather analysis or valuable information so that we can improve our Service
- To monitor the usage of our Service
- To detect, prevent and address technical issues
- To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

Retention of Data

Thermoseal Inc. will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes and enforce our legal agreements and policies. Thermoseal Inc. will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer periods.

Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

If you are located outside United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

Thermoseal Inc. will take all the steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

Disclosure of Data

Business Transaction

If Thermoseal Inc. is involved in a merger, acquisition or asset sale, your Personal Data may be transferred. We will provide notice before your Personal Data is transferred and becomes subject to a different Privacy Policy.

Related Companies & Third Parties

Thermoseal Inc. may also share your Personal Data with our Related Companies for purposes consistent with this Privacy Policy. Examples of such functions include but are not limited to mailing information, filling orders, maintaining databases and processing payments.

Disclosure for Law Enforcement

Under certain circumstances, Thermoseal Inc. may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Legal Requirements

Thermoseal Inc. may disclose your Personal Data in the good faith belief that such action is necessary to:

- To comply with a legal obligation
- To protect and defend the rights or property of Thermoseal Inc.
- To prevent or investigate possible wrongdoing in connection with the Service
- To protect the personal safety of users of the Service or the public
- To protect against legal liability

Security of Data

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

Service Providers

We may employ third party companies and individuals to facilitate our Service ("Service Providers"), provide the Service on our behalf, perform Service-related services or assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

Payments

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Unless specifically stated otherwise, Thermoseal Inc. is not responsible for and shall have no liabilities whatsoever for the unauthorized disclosure of information by any third party Web sites. Thermoseal Inc. users agree to hold Thermoseal Inc. harmless against any liability, damages or costs with respect to the unauthorized disclosure of any personal information by third party websites.

Children's Privacy

Our Service does not address anyone under the age of 13 ("Children").

We do not knowingly collect personally identifiable information from anyone under the age of 13. If you are a parent or guardian and you are aware that your Child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page. Your continued use of the Service will be deemed acceptance of any modified privacy provisions. If you do not agree to the modified privacy provisions, you should discontinue use of the Service.

Contact Us

If you have any questions about this Privacy Policy, please contact us:

- By email: gepsupport@thermosealinc.com
- By mail: 2350 Campbell Road, Sidney, OH 45365 USA