

**ARCOSA EPI, LLC
D/B/A EFFICIENCY PRODUCTION
TERMS OF USE**

(last revised October 16, 2019)

**PLEASE READ CAREFULLY AS THIS INCLUDES A CLASS ACTION WAIVER AND OTHER
IMPORTANT TERMS**

Which website do these terms cover?

www.efficiencyproduction.com

Who operates this website?

Arcosa EPI, LLC

What does this website offer?

We provide this website as-is, as a courtesy to you. The website is free. It provides some useful information with respect to our business, products, and services.

Can I use the website any way I want to?

No, you can only use the website as intended, as a reference source for potential customers. You may not scrape, copy, or duplicate the website contents. You may not interact with the website in any way that would disrupt its operations.

Whose intellectual property is the website?

Arcosa EPI, LLC, unless otherwise noted.

Can I rely on the website's information?

No. While we take efforts to be accurate, you should reach out to us to confirm any information on this website before taking any action.

How can I contact you?

Arcosa EPI, LLC
Attn: Legal Dept.
500 N. Akard St., Suite 400
Dallas, TX 75201

By using this website, what do I agree to?

You agree to confirm any information on the website before relying on it. **YOU ALSO AGREE THAT ANY DISPUTE BETWEEN US ABOUT THE WEBSITE WILL BE RESOLVED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS, AND THE EXCLUSIVE VENUE FOR RESOLVING ANY SUCH DISPUTE SHALL BE IN THE STATE AND FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS.**

What law would govern any dispute between us?

The laws of the State of Texas.

Could I bring a class action?

No, you agree to only sue us individually, 1-on-1. You waive any right to bring a class action, mass action, collective action, or use joinder to sue with other parties.

Could I sue you for any type of damage?

No, you agree to sue only for proven, actual, out of pocket damages. You disclaim any other types of damages, including consequential damages, the “benefit of the bargain,” statutory damages (to the extent subject to waiver), special damages, presumed damages, and nominal damages.

Is there a limit on the actual damages I can recover?

Yes, your proven, actual, out-of-pocket damages are limited to \$100.00.

Can I sue you if there is an error on the website?

No. The website is offered as-is.

Do these terms control my purchase as well?

No, these terms apply solely to your use of the website.

How do I consent to the Terms of Use?

By using the website.

What can I do if I don't agree with the Terms of Use?

Stop using the website. However, you will still be bound to the Terms of Use as they existed when you did use the website.

What is the effective date of these Terms of Use?

October 16, 2019.