Website Terms of Use

Welcome to the Whitmore Manufacturing, LLC website. By using this website you (a) agree to the applicability of our Website Terms of Use (these "Terms of Use"); and (b) represent and warrant that you are at least 18 years of age (or the age of majority in your jurisdiction). We note that these Terms of Use may be changed over time. Users of our website are advised to regularly read these Terms of Use for possible changes.

1. General

On this website we may at times use "Whitmore," "company," "we," or "us" when referring to Whitmore Manufacturing, LLC or its wholly owned subsidiaries and affiliates (collectively, "Whitmore"). Whitmore is entitled to all rights on this website.

2. No Warranties and Disclaimer

Whitmore will use reasonable efforts to provide up-to-date and accurate information on and via this website whether in the nature of data, recommendations, services or otherwise. WHITMORE EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE ACCURACY, CURRENCY, COMPLETENESS AND/OR THE MERCHANTABILTY OR FITNESS FOR A PARTICULAR PURPOSE OF (INCLUDING BUT NOT LIMITED TO) ANY INFORMATION CONTAINED ON OR PROVIDED VIA THIS WEBSITE AND/OR ANY PRODUCT DESCRIBED OR PROMOTED ON THIS WEBSITE, INCLUDING WARRANTIES WITH RESPECT TO INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER RIGHTS OF THIRD PARTIES.

3. Financial Information

This website may include financial information. This financial information is for general information purposes only. Whitmore will not be liable for damages resulting from any lack of continuous accuracy or correctness of such financial information. The publication of financial information, including but not limited to annual reports or annual accounts, on this website does not constitute an official publication and is not binding.

4. Forward-Looking Statements

This website and the documents posted on this website may contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements may include expected restructuring charges and the results of the restructuring, financial projections, statements of plans and objectives for future operations, statements of future economic performance, and statements of assumptions relating thereto. Such statements are based on current expectations, estimates and projections of Whitmore and information currently available to the company. Whitmore cautions that such statements involve certain risks and uncertainties that are difficult to predict and therefore it should be understood that many factors can cause the company's actual performance and position to differ materially from these statements. Whitmore has no obligation to update the statements contained in this website or any document posted on this website, unless required by law. We urge you to consult the official filings made by CSW Industrials, Inc. (Whitmore's ultimate parent company) with the Securities Exchange Commission (SEC) for additional information.

5. Liability

WHITMORE WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURY OF ANY KIND RESULTING FROM (A) YOUR ACCESS TO, OR INABILITY TO ACCESS, THIS WEBSITE, NOR FROM YOUR RELIANCE ON ANY INFORMATION PROVIDED ON OR VIA THIS WEBSITE, INCLUDING BUT NOT LIMITED TO VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT, SOFTWARE OR DATA, UNLESS SUCH DAMAGE IS THE RESULT OF ANY WILLFUL MISCONDUCT OR FROM NEGLIGENCE ON THE PART OF WHITMORE; OR (B) THE USE OF ELECTRONIC MEANS OF COMMUNICATION, INCLUDING, BUT NOT LIMITED TO, DAMAGES RESULTING FROM FAILURE OR DELAY IN DELIVERY OF ELECTRONIC COMMUNICATIONS, INTERCEPTION OR MANIPULATION OF ELECTRONIC COMMUNICATIONS BY THIRD PARTIES OR BY COMPUTER PROGRAMS USED FOR ELECTRONIC COMMUNICATIONS AND TRANSMISSION OF VIRUSES.

6. Products and Services

All information supplied on or via this website by or on behalf of Whitmore in relation to its products and services, whether in the nature of data, recommendations or otherwise, is believed to be reliable, but Whitmore assumes no liability whatsoever with respect to the application, processing or use made of such information, products or services, or any consequence thereof. All products and services sold by Whitmore are subject to Whitmore's standard terms and conditions of sale (the "Commercial Terms"). These Terms of Use do not override the Commercial Terms. In the event of a conflict between these Terms of Use and the Commercial Terms, the Commercial Terms strictly govern the commercial transaction that is the subject of the Commercial Terms.

7. Intellectual Property

Unless otherwise indicated, all intellectual property rights on this website and all information provided on or via this website (whether in text, images and other materials, including trademarks) are owned by or have been licensed to Whitmore. Nothing on this website should be construed as granting any license or right in or to any trademark, patent or any other intellectual property right of Whitmore.

8. Artificial Intelligence

Whitmore may make artificial intelligence or machine-learning features, models and datasets ("AI Systems") available on this website, and such AI Systems may generate automated responses, summaries, or other outputs ("AI Outputs"). AI Systems and any AI Outputs generated thereby are provided for general information only, may be inaccurate, incomplete, or outdated, and are subject to the same disclaimers and limitations of liability set out in the No Warranties and Disclaimer and Liability sections above. You are responsible for independently verifying any AI Output

before relying on it, and you should not treat any AI Output as professional, legal, financial, or other advice.

When you submit content, prompts, or data to any AI System on this website, or to any external or third-party AI System in connection with this website, you represent that you have the right to do so and agree not to submit any confidential, personal, proprietary, or sensitive information that you are not authorized to disclose. Whitmore does not control, and is not responsible for, the collection, use, retention, or output of any third-party AI System, and your use of such AI Systems is governed by their own terms and policies.

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9. Linked Sites

This website may provide links or references from or to other external websites. Whitmore disclaims any responsibility for the content of such other websites. Please be aware that our Privacy Policy and Cookies Notice does not apply to the collection and processing of your data on such other websites. Whitmore will not be liable for any damages or injury of any kind arising from your access to, or inability to access or use such other websites and the information provided thereon, nor from your use of or reliance on any information provided on such other websites. Any links to such other websites are provided merely as a convenience to the users of this website.

10. Severability

If any provision of these Terms of Use is determined to be unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions will remain in full effect. Whitmore will replace the voided portions of these Terms of Use with provisions that are valid and have legal effect as soon as possible, taking into account the content and purport of these Terms of Use as they relate to your access to and use of this website.

11. Governing Law

These Terms of Use will be governed and interpreted in accordance with the laws of the jurisdiction of the location of Whitmore's principal place of business or corporate headquarters without giving effect to any choice or conflict of law provision or rule.

12. Mandatory Dispute Resolution & Class-Action Waiver

(a) Informal Dispute Resolution. Before filing any formal legal claim, you and Whitmore agree to try to resolve the dispute informally. You must send a written notice of your dispute to Whitmore by email or regular mail (see the Contact Section below). The notice must include your name, contact information, a description of the facts causing the dispute, and the specific relief you are seeking. We will attempt to resolve the matter via dialogue within 30 days of receiving your notice. If we cannot reach an agreement within this timeframe, either party may proceed to binding arbitration.

(b) Mandatory Binding Arbitration. You and Whitmore agree that any dispute, claim, or controversy arising out of or relating to these Terms of Use, your use of the website, or our products or services will be settled by binding arbitration, rather than in court. The only exceptions are:

- you may assert individual claims in small claims court, if the claims qualify; and
- either party may seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement or misappropriation of intellectual property rights.

(c) Class-Action Waiver. YOU AND WHITMORE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. Further, unless both you and Whitmore agree otherwise in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific Class-Action Waiver provision is found to be unenforceable, then the entirety of this Dispute Resolution Section will be deemed null and void.

(d) Arbitration Rules. The arbitration will be administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and the Supplementary Procedures for Consumer-Related Disputes, except as modified by this Section. The Federal Arbitration Act (FAA) governs the interpretation and enforcement of this provision. The arbitration will take place in Dallas, Texas, or online via video conference if requested by you and approved by the arbitrator.

(e) 30-Day Opt-Out Right. You have the right to opt out of this mandatory arbitration provision and class-action waiver. To opt out, you must send a clear written notice of your decision to opt out (see the Contact Section below) within 30 days of the date you first accept these Terms of Use. Your opt-out notice must be sent to Whitmore by email or regular mail and include your full name and a statement that you wish to opt out of the arbitration agreement.

13. Accessibility

Whitmore is committed to ensuring digital accessibility for individuals with disabilities. We aim to conform our website and digital content to recognized international standards for web accessibility and continuously strive to improve the user experience for everyone to maximize usability. Please be aware that our efforts to maintain and improve accessibility are ongoing. While we strive to ensure all pages and content on our website are fully accessible, some components—particularly third-party content, plugins, or links that are not under our direct control—may

not fully conform to these standards. We actively encourage our third-party vendors to provide accessible content, but we cannot guarantee their compliance.

If you experience any difficulty navigating, viewing, or accessing any content on this website, or if you notice any feature that you believe is not fully accessible to people with disabilities, please contact us immediately (see the Contact Section below).

In your message, please specify the web page or URL and description of the specific issue you encountered so that we may investigate and make reasonable accommodations. We take your feedback seriously and will evaluate it as we implement our ongoing accessibility remediation strategies.

14. Contact

When contacting Whitmore, please include “Whitmore Website Terms of Use” as the reference in the subject line. You may send notices and contact Whitmore through any of the following means:

- Email: info@whitmores.com
- Phone: 972-771-1000
- Mailing Address: 930 Whitmore Drive, Rockwall, TX 75087