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14. Revisions. Please check the Terms of Use periodically for changes. Your continued use of the Site following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

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16. Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by a duly authorized representative, partner, or owner of the party claimed to have waived or consented. Should either party consent, waive, or excuse a breach by the other party, whether expressed or implied, such shall not constitute a consent to, waiver of, or excuse of any other different or subsequent breach.

17. Force Majeure. Koppers shall not be liable for damages for any delay or failure arising out of causes beyond its reasonable control and without default or negligence, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

18. Governing Law. These Terms of Use, and all matters relating to your use of the Site, shall be governed by and construed in accordance with the laws of the United States of America, State of Pennsylvania, without regard to choice of law principles. You agree and hereby submit to the exclusive personal jurisdiction and venue of the courts of Allegheny County and the United States District Court for the Western District of Pennsylvania with respect to such matters.

19. Headings. The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived therefrom.

20. Entire Agreement.

This agreement, together with the incorporated documents, constitutes the entire agreement between the parties relating to the Site and its use and supersedes any previous written or oral agreement or understanding of the parties hereto with respect to such subject matter.

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