

TERMS AND CONDITIONS OF USE

(Effective March 8, 2011)

These terms and conditions of use (the “Terms and Conditions”), are between you and Materion Corporation, on behalf of itself and its successors, parents, subsidiaries, affiliates and related companies or other companies under a common control that it may have now or in the future (collectively, the “Company,” “we,” “our” or “us”). These Terms and Conditions apply to and govern your use of the Internet website or sub-component thereof that is owned and operated by us or on our behalf, and that links to these Terms and Conditions (the “Website”).

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE WEBSITE. BY ACCESSING OR USING THE WEBSITE (OTHER THAN TO READ THESE TERMS AND CONDITIONS FOR THE FIRST TIME) YOU ARE AGREEING TO COMPLY WITH THESE TERMS AND CONDITIONS, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH BELOW. SUCH CHANGES BECOME EFFECTIVE IMMEDIATELY AND IF YOU USE THE WEBSITE AFTER THEY BECOME EFFECTIVE SUCH USE WILL SIGNIFY YOUR AGREEMENT TO BE BOUND BY THE CHANGES. YOU SHOULD CHECK BACK FREQUENTLY AND REVIEW THESE TERMS AND CONDITIONS REGULARLY SO YOU ARE AWARE OF THE MOST CURRENT RIGHTS AND OBLIGATIONS THAT APPLY TO YOU. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE WEBSITE.

USE OF THE WEBSITE

The Website is provided for information and internal business use only. You may access and use this Website and the services available on the Website if you are at least 18 years of age; provided that your use of this Website will be subject at all times to these Terms and Conditions. Use of the Website is void where prohibited by applicable law and the right to access the Website is revoked in such jurisdictions. The Website is administered in the United States and intended for U.S. users. Any information you provide will be transferred to the United States. The laws and regulations in different countries impose different (and even conflicting) requirements on the Internet and data protection. If you are located in the European Union or elsewhere outside of the United States, your use of the Website is at your own risk and initiative and you, not us, are responsible for compliance with any applicable local and national laws. By using the Website, participating in any Website activities or providing us with your personal information, you (a) consent to the transfers and processing of any information you provide to the Website; (b) acknowledge that U.S. law provides a lower standard of protection for personal data than the laws of various countries including, but not limited to, the European Union; and (c) understand that the Website will deal with your information in accordance with U.S. law. Consequently, you hereby waive any claims that may arise under the laws and regulations that apply to you in any other country or jurisdiction.

You may not use the Website in such a manner as to violate any applicable law. When using the Website, you agree to comply with applicable federal, state and local laws including, without limitation, intellectual property law. You may not use the Website for the purposes of destroying, disrupting or interrupting any software, hardware or any part of the Internet, with respect to the Company or any other party, including denial of service attacks, imposition of an unreasonable or disproportionately large load on infrastructure or virus dissemination.

INTELLECTUAL PROPERTY

The Website and included content (and any derivative works or enhancements of the same), including but not limited to all text, illustrations, files, scripts, graphics, photos, logos, music, videos, information, content, materials, products, services, URLs, technology, documentation, interactive features, icons, images, sounds or software (collectively, the “Website Content”) and all intellectual property rights to the same are owned or licensed by us. As between you and the Company, the compilation of the Website Content is the exclusive property of the Company and is protected by U.S. and international copyright laws. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the Website solely for your own internal, non-commercial use and to purchase Company products. The Company may revoke any of the foregoing rights at any time.

You may not, without the Company’s prior written consent, “mirror,” “frame,” distribute, post, reproduce, publish or otherwise transmit any Website Content contained on this Website on any other server or website. Upon termination of any rights extended hereunder, you must immediately destroy any downloaded and printed materials. Any unauthorized use of the Website Content may violate copyright laws, trademark laws, the laws of privacy and publicity and communications regulations and statutes. Any use other than that permitted above is strictly prohibited.

All trademarks, service marks, trade names and trade dress that may appear on the Website are proprietary to the Company or are licensed to the Company. Such trademarks, service marks and trade names are protected by common law or federal trademark law and may not be used in violation of the Company’s or any of its licensors’ rights. Nothing on this Website will be construed as granting, by implication, estoppel or otherwise any license or right to use any trademark displayed on the Website without the prior written consent of the trademark owner. The Company prohibits use of any of its logos or trademarks as a “hotlink” to any non-Company website unless establishment of such link is approved in advance by the Company in writing.

Except for the limited use rights granted to you in these Terms and Conditions, you will not acquire any right, title or interest in the Website or any Website Content. Any rights not expressly granted in these Terms and Conditions are expressly reserved.

PRIVACY POLICY

The Company is committed to protecting the personally identifiable information of our Website visitors. The provisions in this “Privacy Policy” section of these Terms and Conditions (the “Privacy Policy”) are intended to notify you of our online privacy practices relating to personally identifiable information we may collect from our Website visitors. If we decide to change our Privacy Policy, we will post those changes on this page so that you are always aware of what personally identifiable information we collect, how we use it and under what circumstances we disclose it.

This Privacy Policy applies only to this Website and not to other websites to which we may link. The Company may post such links as a way of helping you locate related information and services easily. Please be aware that we are not responsible for the privacy practices of such other websites. These third-party websites may send their own cookies to you, log your IP address and otherwise collect data or solicit personal information. We encourage you to read the privacy policies and terms and conditions of each and every website you use as other websites may not treat information collected online in the same manner as the Company.

By submitting personally identifiable information to us, you consent to our collection and use of the information as set out in this Privacy Policy. Personally identifiable information collected via the Website may be stored and processed in the United States or abroad.

What information does the Company collect?

As used in this Privacy Policy, the term “personally identifiable information” includes any information that may be used to specifically identify or contact a natural person, such as a name, personal email address, mailing address and phone number. You do not need to provide any personally identifiable information to visit public sections of this Website. We collect personally identifiable information only if you voluntarily provide it to us when using this Website.

In this Privacy Policy, the term “non-personal information” refers to any information that does not personally identify you. Non-personal information can include certain personally identifiable information that has been de-identified; that is, information that has been rendered anonymous. We obtain non-personal information about you from information that you provide us, either separately or together with your personally identifiable information. Additionally, our web servers may automatically collect and store certain non-personal information automatically when you use the Website, which we use to help us improve the experience for visitors to the Website. For example, our web servers automatically recognize each visitor’s IP address, browser information and reference site domain, as well as related information such as the date on which you visit the Website. This information is not personally identifiable and is only used in the aggregate.

Does the Company use cookies?

Cookies and other similar locally stored data are text files that a website and third-party advertisements on such website may transfer to a visitor’s hard drive to identify specific information about the visitor’s visits to the website and other content, and that can also be used to store your preferences. The use of cookies and similar locally stored files allows the Company to update the Website and make it more useful to our customers and Website visitors. We may use cookies and similar locally stored files to do the following: track the number of visitors to the Website, determine whether visitors have visited the Website before, determine patterns or trends of visitors’ Website usage, personalize a user’s experience on the Website, provide specialized content and support to users of the Website, compile data regarding use of the Website, recall visitor preferences or simplify the completion of online forms. Changing the settings in your web browser and other browser plug-ins can generally prevent cookies and similar locally stored files from being used; however, please be aware that by doing so, you may be unable to fully utilize the Website.

How does the Company use the information it collects?

The personally identifiable information we collect is used by us for internal purposes such as providing support and responding to inquiries from customers and Website visitors. We may also use personally identifiable information to contact you for a variety of reasons, such as customer service and providing you information regarding our products or those of our successors, parents, subsidiaries, affiliates and related companies.

You may “opt-out” of receiving further information about the Company (other than support or other information that you specifically request by filling out the online forms) by checking the appropriate boxes on the online forms. If, at any time, you prefer not to receive any other form of communication from Company, you will have the ability to unsubscribe from such communications by contacting us at: Materion-Info@Materion.com.

The Company does not sell your personally identifiable information to other companies for their independent marketing purposes. We will share your personal information where required by law or if pertinent to a judicial or governmental investigation, or in connection with a business combination, sale or other business reorganization. We will also share your personal information under confidentiality restrictions with third-party organizations or persons who provide services to the Company (such as in connection with outsourced services, or when such third parties assist us in collecting, assembling or processing this information).

Information submitted or provided to the Company by a Website user or any person or entity regarding the Company or its products, including but not limited to ideas for new products or modifications to existing products, will be deemed to be non-confidential and the Company will be free to reproduce, use, disclose and distribute such information to others in any manner, without limitation or attribution.

We may use your non-personal information by itself or aggregate it with information we have obtained from others. We may share non-personal information with our affiliated companies and third parties to achieve these objectives and others. We may use electronic records to compile statistics about how visitors to our Website collectively interact with our Website. These statistics contain no personally identifiable information and are only used by Company staff.

What procedures do we use to protect your personally identifiable information?

The Company has implemented physical and electronic security measures to protect against unauthorized access to your personally identifiable information under our control and to protect you against the criminal misuse of that information. We also utilize additional security devices, such as firewalls, security patches and anti-virus programs to protect nonpublic personally identifiable information. Please be advised, however, that we disclaim liability for personally identifiable information submitted through the Website. Users are hereby advised that they submit such personally identifiable information at their own risk.

How do I access or modify my personally identifiable information?

You may request in writing to the address listed under “Contact Information” in these Terms and Conditions that we amend any personally identifiable information that we hold about you. We will respond to your request and, if applicable and appropriate, make the requested change in our active databases as soon as reasonably practicable.

How does the Company address children’s privacy?

The Website is a general audience site and the Company does not knowingly collect or store personally identifiable information about Website visitors under the age of 13.

If you have any questions, comments or concerns about this policy:

The Company welcomes your questions and comments about this Privacy Policy and privacy issues in general. Please send your questions and comments, or changes or corrections to any personally identifiable information, to Materion-Info@Materion.com with “Privacy” typed in the subject field.

ACCESS AND REGISTRATION

You agree that you will provide true, current, complete and accurate information as requested on any forms, including, without limitation, registration forms. If you are registering, completing any forms or

providing any other information on behalf of another entity or an individual, you represent and warrant that you have the authority to provide the information and bind the entity or individual to these Terms and Conditions. You also represent and warrant that you are and will be in compliance with all applicable laws and regulations, including, without limitation, laws and regulations related to the collection, use disclosure and storage of personally identifiable information. We are not and will not be responsible or liable for any errors or delays in responding to any orders, inquiries or other requests caused by any incorrect, outdated or inaccurate information provided by you or any technical problems with the Website.

LINKS TO OTHER SITES

The Website may contain links to other websites. Such links are provided solely as a convenience to you. The Company has no control over, and accepts no liability, obligation or responsibility for, the contents or performance of other websites. Any such link does not constitute an endorsement of, or any representation regarding, the linked website, its content, its owner, its performance or its owner's products or services. If you decide to access any third-party websites, you do so entirely at your own risk, and you may be subject to the terms and conditions and the privacy policies of such websites.

This Website may include functionality that allows integration with third-party sites, such as social network sites. We may allow you to share selected information with those third-party sites, and you may be permitted to export information concerning your use of this Website to such third-party sites. Some of those third-party services may provide us with your information to enhance and personalize your use of this Website. If you submit your credentials (e.g., username and password) for a third-party website or service during your registration for this Website or in connection with updating your user profile, we may receive your information from such third-party website or service.

DISCLAIMER OF WARRANTY

THE MATERIALS CONTAINED ON THIS WEBSITE ARE PROVIDED "AS IS," WITH "ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. EXCEPT AS OTHERWISE STATED IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY, NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, IS GIVEN WITH RESPECT TO GOODS OR SERVICES DEPICTED, SHOWN OR DESCRIBED ON THIS WEBSITE OR WITH ANY WEBSITE CONTENT. INFORMATION REGARDING THE COMPANY'S PRODUCTS AND SERVICES, INCLUDING THEIR AVAILABILITY, APPEARANCE, PRICE AND SPECIFICATIONS, ARE SUBJECT TO CHANGE WITHOUT NOTICE. SUCH INFORMATION WILL NOT CONSTITUTE A REPRESENTATION OR WARRANTY OF ANY KIND. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR OTHER VIOLATIONS OF RIGHTS. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, THE WEBSITE, WEBSITE CONTENT OR ANY SITES LINKED TO THIS WEBSITE.

EQUITABLE RELIEF

You acknowledge and agree that breach of these Terms and Conditions will result in irreparable harm that would be difficult to measure; and, therefore, that upon any such breach or threat of such breach, the

Company shall be entitled to injunctive and other appropriate equitable relief from any court of competent jurisdiction (without the necessity of proving actual damages or of posting a bond), in addition to whatever remedies it may have at law, under these Terms and Conditions or otherwise.

INDEMNITY

You agree to indemnify and hold harmless the Company, its affiliates, successors, advisors and licensors, and their respective directors, officers, shareholders, employees and agents (collectively, the “Indemnified Parties”), from and against all losses, expenses, damages and costs, including reasonable attorneys’ fees, resulting from your violation of these Terms and Conditions, or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account, or for any third-party claims arising as a result of your use of the Website or reliance upon any information found on the Website. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide us with such cooperation as is reasonably requested by us.

LIMITATION OF DAMAGES

UNDER NO CIRCUMSTANCES WILL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PRIVACY, LOST DATA OR LOST PROFITS, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION OR ANY OTHER CAUSE OF ACTION WHATSOEVER, WHETHER OR NOT THE INDEMNIFIED PARTIES OR A REPRESENTATIVE OF THE INDEMNIFIED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THE INFORMATION AVAILABLE ON THIS WEBSITE, OR ANY WEBSITE REFERENCED IN OR LINKED TO BY THIS WEBSITE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN NO EVENT SHALL THE INDEMNIFIED PARTIES’ LIABILITY ARISING IN CONNECTION WITH THIS WEBSITE OR UNDER THESE TERMS AND CONDITIONS EXCEED ONE HUNDRED DOLLARS (\$100). YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THESE TERMS AND CONDITIONS OR THE PERFORMANCE OR NON-PERFORMANCE OF THE WEBSITE MUST BE BROUGHT WITHIN ONE YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ARISES, OR BE FOREVER BARRED.

GOVERNING LAW

Any claim relating to, and the use of, this Website and the materials contained herein will be governed by and construed in accordance with the laws of the State of Ohio, U.S.A., without reference to its choice of law rules that would result in the application of the laws of another jurisdiction. Except as set forth in the “Equitable Relief” provision of these Terms and Conditions, and unless prohibited by applicable law, the sole jurisdiction and venue of any action related to these Terms and Conditions will be the Ohio state courts and the United States federal courts in Cuyahoga County, Ohio, and you agree to submit to the personal and exclusive jurisdiction of these courts.

SAFE HARBOR STATEMENT

This Website may contain various forward-looking statements and include assumptions concerning the operations, future results and prospects of the Company. These forward-looking statements are based on current expectations and are not guarantees of performance. The statements are subject to risk and uncertainties, which are difficult to predict and beyond the control of the Company. Actual performance and results will be subject to important economic and other factors that could cause the actual results or events to differ materially from those set forth or implied by the forward-looking statements and related assumptions. Many of these risks and uncertainties are identified in the reports the Company files with the Securities and Exchange Commission. Any such forward-looking statements (and any other dated materials) speak only as of the date made and the Company cautions readers not to place undue reliance on them. The Company undertakes no obligation to update any forward-looking statement based upon new information, future events or otherwise.

Please note that the stock quote information provided on the Website may be delayed. The Company makes no claims concerning the accuracy of the information provided on these pages, and will not be held liable for any use of this information. Note: Historical and current stock price performance data is not necessarily indicative of future performance.

MODIFICATIONS; TERMINATION OF USE

Investor relations and other materials on this Website are provided for convenience only, and speak only as of their original date specified therein. Available information may change at any time and may not be reflected on this Website. The Company disclaims any responsibility to update this Website.

Any services and Website Content (including, without limitation, prices, specifications, designs, conditions and product descriptions) offered or posted on the Website are subject to modification or discontinuation at any time and from time to time without notice or obligation to you. Without limiting the foregoing, the Company reserves the right, in its sole discretion, to charge fees for the use or purchase of, or access to, any services or Content offered through the Website, at any time and from time to time, regardless of whether such services or Website Content were previously offered at no charge.

We reserve the right to modify any features of the Website at any time without advance notice. We may, in our sole discretion, terminate or suspend access to all or part of this Website (a) for users, for any reason, including failure to comply with these Terms and Conditions, or (b) for anyone, in order to prevent or mitigate harm to the person or property of you, other users of the Website, the Company or third parties, or as required by law.

REVISIONS TO TERMS AND CONDITIONS

The Company may at any time revise these Terms and Conditions by updating this posting. Please review the contents of these Terms and Conditions frequently, as we may amend them from time to time to reflect changes in our services, practices and our policies, including those relating to data privacy. Amendments will become effective when posted on this Website. We will not provide you with a notice of any change to these Terms and Conditions. It is your responsibility to monitor and review any updates to these Terms and Conditions. Your continued use of this Website after such posting will be deemed your acceptance of these changes to these Terms and Conditions.

GENERAL PROVISIONS

These Terms and Conditions shall apply to and bind your assignees and successors in interest and those of the Company. This agreement is not assignable by you without the Company's prior written consent.

The Company may assign this contract at any time to any parent, subsidiary or any affiliated company, or as part of the sale to, merger with or other transfer of the Company, or the assets of users that relate to the Website, to another entity.

The waiver by the Company of any breach or default shall not be deemed a waiver of any later breach or default. The exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at another time or of any other remedy at any time. If any provision or portion of these Terms and Conditions is held to be invalid or unenforceable, the other provisions and portions shall not be affected. The headings are used for the convenience of the parties only and shall not affect the construction or interpretation of these Terms and Conditions.

CONTACT INFORMATION

You can contact us at the following address:

Materion Corporation
6070 Parkland Blvd.
Mayfield Heights, Ohio 44124

Our telephone number is: (216) 486-4200.