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Terms of Use

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General Scope

These Terms of Use are entered into by and between you and Metro. and its affiliated entities and brands (referred to in these Terms of Use as “Metro,” “Company,” “we,” “us,” or “our”). The following terms and conditions, together with any documents they expressly incorporate by reference, (the “Terms of Use”), govern your access to and use of www.metro.com. (the “Site”) including any content, functionality and services offered on or through the Site as well as to your voluntary choice to submit information through the Site.

Acceptance of the Terms of Use

Please read the Terms of Use carefully before you start to use the Site. **By using the Site, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://metro.com/privacy-policy/>.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Site.

THESE TERMS OF USE INCLUDE A CLASS ACTION WAIVER AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES AND LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES.

THESE TERMS ARE SUBJECT TO CHANGE AS DESCRIBED BELOW. IF YOU DO NOT AGREE TO THESE TERMS (OR ANY PORTION OF THESE TERMS), INCLUDING THE MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER, YOU MAY NOT USE THE SITE OR SERVICES AND MUST IMMEDIATELY TERMINATE YOUR USE OF THE SITE AND SERVICES.

Who is Authorized to Access the Site

This Site is offered and available only to users who are of legal age and status to form a binding contract and reside in the United States and Canada or any of their territories. By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all these requirements, you must not access or use the Site.

Scope of Services

Metro provides industry leading equipment and solutions for commercial kitchens and professional chefs (the “Services”). The Services are made available for professional and commercial use.

We may improve, update, or modify the Services from time to time. We also reserve the right to discontinue certain features or components.

Confidentiality

You may have access to certain non-public or proprietary information through the Site, including product information, technical data, proprietary material, or other content that is marked or reasonably understood to be confidential (“Confidential Information”). You agree to use such Confidential Information solely for your legitimate business purposes in connection with your use of the Site and not to disclose it to any third party without our prior written consent.

You are responsible for maintaining the confidentiality of any account credentials, access codes, or other security information associated with your use of the Site.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. However, any changes to the dispute resolution provisions set forth in the “Arbitration” section below will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Site, but such changes will apply to claims based on your access and use of the Site after the change to the “Arbitration” section is posted to the Site.

Your continued use of the Site following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access this Site, so you are aware of any changes, as they are binding on you.

Accessing the Site and Account Security

We reserve the right to withdraw or amend this Site, and any service or material we provide on the Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period.

To access some services, including but not limited to, Max Chatbot, news and insights, career opportunities, joining our talent network, you may be asked to provide certain information and/or registration details. It is a condition of your use of the Site that all the information you provide on the Site is correct, current, and complete. You agree that all information you provide on this Site and/or to register with this Site, including but not limited to through the Careers feature, is governed by our *Privacy Policy* <https://metro.com/privacy-policy/> and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason.

Intellectual Property Rights

The Site and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Site in breach of the Terms of Use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. Any use of the Site not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

No License

Without the approval of Metro. or of its relevant licensor in writing, no license or other right to the use of the contents on the Site is granted either explicitly or implicitly or in any other way. Any unauthorized use of the materials is strictly prohibited and may be subject to civil and criminal prosecution by Metro.

The viewing, printing or downloading of any graphic, form, document or other content from the Site grants you only a limited, nonexclusive and nontransferable license for use solely by you for your own personal use. Any unauthorized use of the Site and their contents terminates the license granted hereby.

Trademarks

Metro's name, logo and all its related brands' names, logos, product and service names, designs and slogans are trademarks of Welbilt, Inc, or its parent entity Ali Group, Inc. or its affiliates or licensors. You must not use such marks without the prior written permission of Metro.

Prohibited Uses

You may use the Site only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation.
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way.
- To transmit any advertising or promotional material without our prior written consent.
- To impersonate or attempt to impersonate Metro, a Metro employee, another user or any other person or entity.
- To pretend that you represent another person, or entity that you have not been authorized to represent.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm Metro.
- You agree not to intentionally submit or transmit inaccurate information through this Site.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the Site.
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose.
- Use any manual process to monitor or copy any of the material on the Site.
- Use any device, software or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs or other malicious material.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the server or Site.
- Attempt to interfere with the proper working of the Site.

Submissions

All employment applications, joining our talent network, contact information submissions, and other contents which you provide to the Company, will be regarded as provided on a non-confidential basis. The Company reserves the right to use this information at its exclusive discretion, subject to applicable laws and regulations.

Reliance on Information Posted

The information presented on or through the Site is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

This Site may contain links to third-party websites, apps, or platforms that the Company does not control. The Company is not responsible for the content in any of those third-party Sites.

Links from the Site

If the Site contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you access any of the third-party Sites linked to this Site, you do so entirely at your own risk.

Geographic Restrictions

The owner of the Site has a principal place of business in the state of Texas in the United States. We provide this Terms of Use only for persons located in the United States and Canada. This Site may be accessed by users outside the United States and may contain references to products and services that are not available or that may be prohibited in your country or jurisdiction. Such references do not imply that we intend to make these products and services available in your

country or jurisdiction or that such products and services may be lawfully used there. If you choose to access this Site from outside the United States or Canada, you are responsible for compliance with all applicable laws in your jurisdiction.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Site will be free of viruses or other destructive code. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE.

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, NEITHER METRO NOR ANYONE ASSOCIATED WITH METRO REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

METRO HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL METRO, ITS BRANDS, AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, SHAREHOLDERS, EMPLOYEES, CONTRACTORS, SUPPLIERS, AGENTS, OFFICERS OR DIRECTORS OR SUCCESSORS OR ASSIGNEES OF EACH BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, PRODUCT LIABILITY, STATUTORY VIOLATIONS OR OTHERWISE, EVEN IF FORESEEABLE, ARISING OUT OF OR IN CONNECTION WITH (A) YOUR USE, OR INABILITY TO USE, THE SITE. (B) ANY LOSS OR DAMAGE CAUSED BY ANY RELIANCE ON ANY INFORMATION ACCESSED ON THE SITE, (C) ANY TRANSACTION

ENTERED INTO THROUGH OR FROM THE SITE, (D) YOUR INABILITY TO USE THE SITE FOR WHATEVER REASON. (E) THE USE OF ANY PRODUCTS OR SERVICES OBTAINED ON OR THROUGH THE SITE, (F) UNAUTHORIZED ACCESS TO THE SITE. (G) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, OR (I) ANY OTHER MATTER RELATING TO THE SITE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless the Company, its affiliates and their licensors, service providers, shareholders, employees, contractors, suppliers, agents, officers, directors, successors and assignees from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site.

Choice of Law and Forum

By using this Site, you agree that the laws of the United States and the laws of the State of **Texas** govern these Terms of Use and any claim or dispute you may bring against the Company. You also agree that any arbitration arising from these Terms of Use will be held in accordance with the U.S. Federal Arbitration Act.

Subject to the Dispute Resolution procedure stated below, any legal suit, arbitration, action or proceeding arising out of, or related to, these Terms of Use or your use of the Site shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas before Texas arbitrators in each case located in Dallas County.

For Québec residents. These Terms of Use shall be governed by, construed and/or interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. These Terms shall be treated in all respects as a contract made in and governed by the laws of the Province of Québec, without regard to any principles of conflict of laws or choice of law rules that impose the laws of another jurisdiction. Any dispute, controversy, or claim arising out of or relating to these Terms shall be subject to the exclusive jurisdiction of the competent courts in the judicial district of Montreal, Province of Québec.

Arbitration and Dispute Resolution

By accessing and/or using this Site, you agree to try to settle any dispute with Metro arising from or related to your use or access of this Site by sending a letter describing the basis for the dispute and allowing the Company at least 30 days to respond after the Company will have received your letter. If you want to send such a letter to the Company, send it to tony.mcginely@metro.com . The Company will respond to you at the address the Company has on file for you.

The parties will cooperate and attempt in good faith to resolve any dispute or claim arising out of or relating to this arbitration agreement or the construction, interpretation, performance, breach, termination, enforceability, or validity thereof, or arising out of or relating to your use of or access to the Site.

You and Metro agree to attempt to resolve the dispute under the terms described in the preceding paragraph before you or Metro will commence any litigation or file a claim against the other party.

By accessing and/or using this Site, you unconditionally agree that any dispute which cannot otherwise be resolved as provided above after the parties have negotiated the resolution of the dispute for at least fifteen (15) business days will be decided entirely by binding arbitration on an individual basis, **which means you and the Company waive the right for a judge or jury to decide such claims, and means that you may not proceed in a class, collective, or consolidated capacity.** Your rights and Metro's rights during the arbitration process may be more limited than the rights you or Metro would have in civil trial or appellate courts. The U.S. Federal Arbitration Act and federal arbitration law apply to this arbitration agreement.

At the beginning of any arbitration process under this arbitration agreement, you and the Company will need to select an arbitrator by mutual agreement. The arbitrator shall be a retired federal judge or judge of the state court of general jurisdiction, or another qualified and impartial person that you and the Company decide upon. In the event you and the Company cannot agree on the selection of an arbitrator, the Company will select an alternative dispute resolution provider and request from that provider a list of an odd number of potential arbitrators. From that list you and the Company will alternatively strike arbitrators, with the Company going first, until one arbitrator is left. That arbitrator shall be the arbitrator who will hear the case. If you and the Company cannot agree on an alternative dispute resolution provider, an arbitrator will be appointed according to law. Payment of all filing, administration and arbitrator fees will be governed by the selected arbitrator's or alternative dispute resolution provider's applicable rules.

The arbitrator shall have the same authority as a state or federal court would have to issue subpoenas to third parties for production of documents and for depositions, in addition to subpoenas to appear at any arbitration hearing. In any arbitration proceeding under this arbitration agreement, all rules of pleading under the Federal Rules of Civil Procedure, the Federal Rules of Evidence, and all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings shall apply and be observed, unless you and the Company agree otherwise. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings shall be privileged. The arbitrator's award(s) shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

You and the Company each agree to bring any dispute in arbitration on an individual basis only, and not on a class, consolidated, representative or collective action basis. This arbitration agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or to permit such claims to proceed as a class, representative, or collective action. **If for**

any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial or to participate in a class action against the other. No arbitrator shall have the authority under this arbitration agreement to order any such class or collective action. Any dispute regarding the validity, scope, or enforceability of this arbitration agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court, not by the arbitrator. You agree to waive any substantive or procedural rights that you may have to bring or participate in an action brought on a class or collective basis.

The arbitral award will be final and binding. The parties waive any right to appeal the arbitral award, to the extent a right to appeal may be lawfully waived.

Each party will bear its own fees, costs and expenses of the arbitration, and its own legal expenses, attorneys' fees, and costs of all experts and witnesses, provided, however, that the arbitrator may award arbitration costs, including legal, auditing, and other fees to the prevailing party in the arbitration proceeding if the party prevails on a claim based on a statute or contract that provides for award of such attorneys' fees and costs to the prevailing party. The parties agree to use any mass arbitration rules and fee schedule of the selected arbitration forum, if available and if applicable, including if such rules or fee schedule become applicable after the commencement of arbitration.

Each party retains the right to seek judicial assistance: (a) to compel arbitration; (b) to obtain interim measures of protection prior to or pending arbitration; (c) to seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect the unauthorized disclosure of its proprietary or confidential information or to enjoin infringement or other misuse of intellectual property rights; or (d) to enforce any decision of the arbitrator, including the final award.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PERMITTED UNDER THIS AGREEMENT OR AS PROVIDED IN THE ARBITRATOR'S OR ARBITRATION AGENCY'S APPLICABLE RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR METRO WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Waiver and Severability

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held to be invalid, illegal, or unenforceable, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Violation of these Terms and Remedies

By using this Site, you unconditionally agree that the Company may terminate and/or block your access to the Site at its sole discretion and without prior notice. You agree that any threatened or actual violation by you will cause unquantifiable and irreparable harm to the Company for which monetary damages would be inadequate and consent to the Company's obtaining any injunctive or equitable relief that the Company deems necessary or appropriate. These remedies are in addition to any other remedies that the Company may have at law or in equity.

Entire Agreement

These Terms of Use and our Privacy Policy <https://metro.com/privacy-policy/> constitute the sole and entire agreement between you and the Company with respect to the Site and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Site.

Your Comments and Concerns

This Site is operated by Metro.

All other feedback, comments, requests for technical support and other communications relating to the Site should be sent to **tony.mcginely@metro.com** or mailed to 651 N Washington St, Wilkes-Barre, PA 18705.