

General Terms and Conditions of Use MACO eCat



TECHNIK DIE BEWEGT

1. GENERAL INFORMATION

We, Mayer & Co Beschlge GmbH, head office at Alpenstrasse 173, 5020 Salzburg, tel.: +43 662 6196-0, maco@maco.eu (hereinafter referred to as "**MACO**" or "**we**"), and our affiliated companies as defined in Section 15 of the Stock Corporation Act (AktG) (hereinafter referred to as the "**MACO Group**") appreciate your interest in our online product catalogue MACO eCat (hereinafter referred to as "**eCat**").

Our current product portfolio can be accessed via our eCat technical online catalogue.

2. SCOPE OF APPLICATION

The Terms of Use define the conditions for accessing and using this eCat. All activities performed and/or services of any kind whatsoever provided by the MACO Group within the framework of our eCat are provided exclusively on the basis of these "General Terms of Use of MACO eCat" (hereinafter referred to as "**GTU**") in the currently applicable version.

These GTU apply to all users of our eCat, regardless of whether they are registered or non-registered users of our MACO Partner Portal (hereinafter referred to as "**Guests**"). Registered users and Guests are hereinafter collectively referred to as "**Users**".

By accessing and using our eCat, you agree to the terms of these GTU. In addition, registered users of the MACO Partner Portal must agree to these GTU separately by ticking a box. By accepting or using the services, the User agrees to these GTU. Any agreement deviating from these GTU shall require the express prior written consent of MACO in each individual case.

3. SCOPE OF SERVICES

3.1 GENERAL INFORMATION

In our eCat, you can use a faceted full-text search to find our products and related additional technical information. If you register on the MACO Partner Portal and book the eCat, you will also receive specific processing instructions for the respective products.

MACO shall provide all services relating to the eCat in accordance with the current technical, economic, operational and organisational possibilities. MACO is therefore not liable for any interruptions, restrictions on use, faults, incorrect information or the functionality of the eCat. The product range available in the eCat is continuously updated and adapted in line with the current product portfolio. We therefore reserve the right, at our own discretion and without prior notice, to change the content and functions of the eCat, including expanding the range of services, making improvements and/or replacing existing offers with equivalent alternatives, or completely discontinuing contents and functions.

We reserve the right to temporarily restrict access to the eCat and the services provided therein

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at any time and without giving reasons if this is necessary for maintenance work, updates and upgrades, for security and system integrity, and for other activities. If possible, we will inform you in good time and let you know the expected duration of the unavailability.

The availability of the eCat depends on the operation and capacity utilisation of the Internet and network infrastructure, over which we may at times have no influence. We do not guarantee that the eCat and the respective content will always be available. We are not obligated to do so, but will endeavour to rectify any website downtimes as quickly as possible.

4. OBLIGATIONS OF THE USER

All Users undertake to

- i. use the content provided as intended and not misuse it, and to refrain from actions that would damage or endanger the MACO Group,
- ii. refrain from actions that damage the eCat or other technical equipment of the MACO Group,
- iii. refrain from using the content provided for unlawful purposes,
- iv. refrain from violating common decency with their usage behaviour, and/or
- v. refrain from infringing industrial property rights, copyrights or other property rights with their usage behaviour.

MACO is authorised to block access to the eCat at any time and without stating reasons, in particular if a user violates these GTU or other special agreements.

5. COPYRIGHT AND GRANTING OF RIGHTS

- 5.1 All texts, images, videos and other information, components and data published in the eCat are subject to MACO's copyright and remain the property of MACO.
- 5.2 We grant you, as a User, a non-exclusive, non-transferable right, revocable at any time, to use the eCat as defined in and within the scope of these GTU for the duration of your use of the eCat. Any information, brand names or other content may not be changed, copied, reproduced, sold, leased, supplemented or utilised in any other way without our prior written consent.
- 5.3 Unless a separate agreement has been concluded, the User shall not be granted any further rights of any kind over and above the right of use in question on the basis of these GTU – including to company names, industrial property rights or trademarks. There is also no entitlement to a corresponding granting of rights by MACO.

6. WARRANTY AND LIABILITY

- 6.1 The eCat is provided in its current state ("as is") and on the basis of availability, without any explicit or implicit warranty or assurance from MACO, in particular there is no claim to completeness of the range of products in the sales region of the accessing User. We therefore provide no warranty or guarantee that the eCat will be fully functional or available at all times,

that it will be error-free and without interruption, or that it will offer certain functions or services.

- 6.2 MACO closely monitors the functionality of the eCat and the quality of the information provided therein. MACO also ensures that the eCat is adequately secure, but accepts no liability for breaches of the confidentiality of user data (e.g. in the event of a hacker attack) or for malfunctions or program faults or for temporary unavailability of the eCat.
- 6.3 MACO shall only be liable for damage caused by gross negligence or wilful misconduct – except in the case of personal injury or death, or within the scope of the Product Liability Act (Produkthaftungsgesetz). Liability for damages caused by slight negligence through the use of the eCat is excluded, however. In addition, the liability of MACO for indirect damages, consequential damages or loss of profit as well as for data loss or data modification is expressly excluded.

7. RESERVATION OF THE RIGHT TO AMEND THESE GTU

MACO reserves the right to amend these GTU at any time and at its own discretion. In such case, the amended GTU will be published in the eCat.

8. DATA PROTECTION AND COOKIES

We process your personal data exclusively in compliance with the relevant data protection regulations and refer in this context to our privacy policy, which you can access on the MACO website at <https://www.maco.eu/privacy>.

9. FINAL PROVISIONS

- 9.1 Amendments or additions to these GTU must be placed in writing. This also applies to the waiver of this written form requirement. There are no additional agreements to these GTU.
- 9.2 Should individual provisions of these GTU prove to be invalid, all other provisions shall remain unaffected. In its place shall be agreed a regulation that comes as close as possible to the desired economic purpose. This shall also apply in the event that a loophole needs to be filled.
- 9.3 These Terms of Use and any disputes arising in this connection shall be governed by and interpreted in line with Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law rules. Any disputes arising between MACO and users in connection with these GTU – including the applicability of these GTU – shall be settled exclusively by the competent court for 5020 Salzburg.