



I. General

We, Mayer & Co Beschläge GmbH, Alpenstraße 173, 5020 Salzburg, Tel.: +43 662 6196-0, maco@maco.eu (hereinafter “MACO” or “we”), and its affiliated companies as per section 15 AktG [Companies Act] (jointly the “MACO Group”) are pleased that you are interested in our website (www.maco.eu) and our services.

II. Scope of validity

The terms of use specify the conditions for access to and use of the personalised area for B2B customers (hereinafter “MACO Partner Portal”) within the website (hereinafter the “MACO website”). They apply for all registered users of the MACO Partner Portal and can be accepted by ticking a box during the registration process. Some of the applications contained in the MACO Partner Portal are subject to a charge and have their own terms of use, which will need to be accepted additionally during the service booking request. In this case, the more specific regulations of these additional terms of use shall take precedence over the present terms.

III. Scope of services

Use of our services is only available to registered users. Via the MACO Partner Portal you have access to our free-of-charge online applications and the option to subscribe to and unsubscribe from our newsletter. In addition, we can give personalised and customised assistance with our digital services via the MACO Partner Portal. You can also book online applications and services that are available subject to a charge separately as necessary.

You acknowledge that the MACO Partner Portal is updated on an ongoing basis. We therefore reserve the right, at our discretion and without prior notice, to change the content and functions in the portal, such as expanding the range of services, making improvements and replacing the current offer with equivalent alternatives, or to entirely adjust contents and functions.

We are also entitled to restrict access to and the performance of our website temporarily if this is necessary for maintenance operations, updates and upgrades, for security or for system integrity. If possible, we will inform you of this in good time and notify you of the anticipated duration of the unavailability.

The availability of our MACO website/our MACO Partner Portal depends on the operation and capacity utilisation of the internet and on the network infrastructure, which in some cases we cannot influence. We cannot provide any assurance that our MACO website and the MACO Partner Portal and its contents will always be available. We are not obliged, but we do endeavour, to remedy all website malfunctions as quickly as possible.

The online services available for booking may differ depending on the user's registered office. The consent to or rejection of the booking for online service is, in addition to the consent to the service-related special terms of use, linked to further internal MACO criteria (e.g. credit check for services subject to a charge, lack of qualification). We therefore reserve the right to reject individual booking requests for online services without providing further reasons.



IV. Registration

1. Registration process

You can apply to register for the MACO Partner Portal via our MACO website. We will check your enquiry for plausibility. If we accept your registration, as part of the registration process we will send a confirmation email to the specified email address with an activation link. You will only be able to continue the registration and create a user account after clicking on this link. The primary MACO contact will be assigned to you on the basis of the registered office that you specified during the registration. We cannot provide any assurance of a particular time period for feedback about inspecting the registration details and booking requests for online services. We reserve the right to reject a registration without stating reasons. In this case you will be informed of this decision by email.

2. Registration requirements

Our platform may only be used by natural persons who work for companies as per section 1 KSchG [Austrian Consumer Protection Act]. The access data are therefore personal. Transferring the user account to another person, even within your company, is not permitted. Before finishing working for the company, the user or a representative of the company that the user works/worked for must inform MACO of this. The access will then be blocked. A new representative of the company can set up a new registration.

You commit to provide all of the information requested during the registration correctly and in full. During the registration process, it is necessary to provide information about the company for which the user works in order to allow for unique assignment. We are entitled, but not obliged, to request evidence (commercial register extract, trade licence etc.). You are liable for any losses that we incur due to false declaration. The address provided must not be a P.O. box.

The email address used for the registration on the website should be the user's official company email address. If email addresses from freemail providers, such as Yahoo, GMX, Gmail, etc., are used, we also reserve the right to reject the registration according to the regulations above.

3. Password, login data and code of conduct

During the application processes you can select a password. You commit to keep the login data (user name and password) confidential and to protect them sufficiently against access by unauthorised third parties. You may not transmit the login data to third parties or allow third parties to use the platform using these login data. You are responsible for any misuse of the access data. If you suspect that unauthorised third parties have gained knowledge of your login data, you must inform us immediately and change your password. In this case we will be entitled to block your account temporarily in order to prevent misuse.

Once registration is complete, modifications to your details can only be made by the primary MACO contact who is responsible for you.

You are obliged to use the contents provided in accordance with the intended purpose and not to use them in an abusive manner, and you must refrain from actions that could harm or endanger MACO.



Use of the contents for illegal purposes is prohibited. We are entitled to delete information that contains illegal content or that is immoral.

V. Granting of rights

You are entitled to use the MACO Partner Portal for the duration of the user contact in accordance with and within the limits of these terms of use. This granting of rights is non-exclusive, non-transferable and cannot be sub-licensed.

VI. Termination and term

The term of the user contract starts with the confirmed registration and your consent to our terms of use, and it remains in force for an indefinite period.

The user contract can be terminated by us and/or your user account can be deleted/blocked by us at any time without notice in the event of infringements of these terms of use or due to an important reason.

The parties are entitled to ordinarily terminate the user contract with a notice period of one week to the end of a calendar month. You can send us/your primary MACO contact an informal email for this purpose. We will then check your valid service bookings linked to your online account, delete your user data from our systems and then contact you for the last time.

VII. Warranty

We provide the MACO Portal "as it is at present". We therefore provide no warranty or guarantee for the MACO Portal being fully functional at all times, without any errors and without interruption, or for particular functions or services being offered.

We would like to point out that we have no influence on the contents and the design of the websites linked to via hyperlinks. We therefore provide no guarantee of these websites being complete, correct or up-to-date. We accept no responsibility for the linked websites being virus-free or free from other harmful components.



VIII. Liability

MACO pays attention to the functionality of the website and the quality of the information provided there. In addition, MACO ensures appropriate security for the website, but accepts no liability in the event of breaches of the confidentiality of user data (e.g. in the event of a hacker attack) or for malfunctions or the temporary non-availability of the website.

Even in the event of personal injury, death or within the scope of product liability law, MACO shall only be liable for flagrant grossly negligent or intentional cases of damage. The liability for simple grossly negligent and slightly negligent cases of damage due to the use of the website is, however, excluded. The customer is responsible for proving that the cases of damage were caused intentionally or via gross negligence. Claims for the customer against MACO shall become time-barred within six months. Without prejudice to this restriction of liability, the liability of MACO for consequential damage, lost profit, data loss and financial loss is explicitly excluded.

IX. Copyright

All text, images, videos and other information and data published on the MACO website is subject to the copyright of our site and remains the property of MACO.

Any form of duplication, processing and distribution outside of the rights granted may only be carried out with our prior written consent. Copyright infringements may result in civil or criminal liability. We explicitly reserve the right to take court action against this infringement. You commit to indemnify us and hold us harmless in full in relation to any claims from third parties as well as court and official penalties (including the costs of appropriate legal representation) resulting from use caused by you that is illegal or contrary to these terms of use.

X. Right of modification

MACO reserves the right to modify these terms of use at any time at its discretion. In any such case, the modified terms of use will be published in the MACO Partner Portal and registered users will be notified when they next log in. The modifications will become effective if you do not object in writing within two weeks of being notified of the modification. If you object, the old terms of use will continue to be valid and we will be entitled to terminate the user contract with you with effect from the last day of the current month.

XI. Data privacy and cookies

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



XII. Final provisions

If any regulation in these terms of use is or becomes ineffective, invalid or unenforceable, this shall not affect the effectiveness, validity or enforceability of all other regulations. If one of these regulations is ineffective, invalid or unenforceable, it will be deemed that the parties have agreed a regulation that comes as close as possible to the economic result of this regulation and is not ineffective, invalid or unenforceable.

If MACO does not or does not immediately exercise its statutory or contractual rights, this does not mean that MACO is waiving these rights or other rights. MACO reserves the right to exercise these rights or other rights at any time within the limits of the valid law.

These terms of use and any related disputes are subject to Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods, and the reference provisions must be interpreted accordingly. Only the competent court for 5020 Salzburg has jurisdiction for deciding any disputes between the parties that emerge in relation to the contractual relationships.

Date: 26/11/2020