

# Terms of Website Use

## 1. INCORPORATION OF TERMS OF USE

These Terms of Use ('Terms') set out by Kaltra Innovativtechnik GmbH ('Kaltra') below, shall apply to your use of ('Website'). As such, by continuing to use the Website, you agree to be bound by these Terms. If you do not accept these Terms, please do not continue to use the Website.

## 2. INTELLECTUAL PROPERTY

The contents of the Website are protected by copyright, database right, trademark and other intellectual property rights ('IPR'). You acknowledge that all IPR in the Website is owned or is lawfully licensed to Kaltra. The copying or incorporation into any other work of part or all of the material available on the Website in any form is strictly prohibited save that you may:

Print or download extracts of the material on the Website for your personal use;

or

Copy the material on the Website for the purpose of sending to individual third parties for their personal information, provided that you acknowledge Kaltra as the source of the material and that you inform the third party that these conditions apply to them and that they must comply with them.

Subject to the conditions set out in clauses above, any assignment, sub-license or any transfer of your rights under these Terms is strictly prohibited. If you breach any of the provisions in these Terms, your authorization to access or use the Website automatically terminates, and any information downloaded or printed from the Website shall be deemed to be in violation of these Terms and must be immediately destroyed.

## 3. SERVICE ACCESS

While Kaltra endeavors to ensure that the Website is normally available 24 hours a day, Kaltra shall not be liable if for any reason the Website is unavailable at any time or for any period. Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Kaltra's control.

## 4. LINKS

Kaltra makes no representations whatsoever about any other website which you may access through the Website. When you access a website which does not belong to Kaltra, please understand that it is independent from Kaltra, and that Kaltra has no control over the contents of that website. In addition, a link to a non-Kaltra website does not mean that Kaltra endorses or accepts any responsibility for the content, or the use, of such website or the products and/or services offered on such website. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojans and other items of a destructive nature. You must not create a link to the Website without Kaltra's prior written consent. If you desire to create a link to the Website, please contact addition, you must not frame the Website on any other websites.

## 5. KALTRA'S LIABILITY

The material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, Kaltra and/or third parties connected to Kaltra hereby expressly exclude (1) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and/or (2) any liability for any direct, indirect or consequential loss or damage incurred by you in connection with the use and/or inability to use the Website, any websites linked to the Website and/or any materials posted on it, including, without limitation any liability for (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits or contracts; (iv) loss of anticipated savings; (v) loss of data; (vi) loss of goodwill; (vii) wasted management or office time; and (viii) for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. This does not affect Kaltra's liability for fraudulent misrepresentation and/or any other liability which cannot be excluded or limited under applicable law.

Kaltra may process information about you in accordance with its privacy policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

## 6. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR WEBSITE

Kaltra may process information about you in accordance with its privacy policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

## 7. HACKING, VIRUSES AND OTHER OFFENCES

You must not misuse the Website site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. Kaltra may at its discretion report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately. Without prejudice to the generality of Clause 5 above, Kaltra 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 Website or to your downloading of any material posted on it, or on any website linked to it.

## 8. GLOBAL NATURE OF THE WEBSITE

You recognize the global nature of the Website and thus, agree to comply with all applicable local laws in your jurisdiction when using the Website. In particular, you agree to comply with all relevant laws regarding transmission of technical data sent out from your jurisdiction and the European Union. Information Kaltra publishes on the Website may contain references or cross-references to Kaltra's products and/or services that are not announced or available in your country. Such references do not imply that Kaltra intends to announce such products and/or services in your country. You are advised to consult Kaltra for information regarding the products and/or services which may be available to you.

## 9. GOVERNING LAW

You agree that these Terms of Use shall be exclusively governed in accordance with the laws of and the courts in the European Union.