



CODIPRICER TERMS AND CONDITIONS

THIS AGREEMENT BETWEEN YOU AND THE COMPANY CODIPROLUX GOVERNS YOUR USE OF THE 'CODIPRICER' WEB APPLICATION AND CODIPROLUX SERVICES, COLLECTIVELY REFERRED TO AS THE '**SERVICE**'. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE FOLLOWING CONDITIONS. BY CLICKING 'AGREE', YOU ACKNOWLEDGE THAT YOU ARE AWARE OF THE FOLLOWING CONDITIONS, YOU UNRESERVEDLY ACCEPT ALL THE CLAUSES OF THESE TERMS AND CONDITIONS (THE '**TERMS AND CONDITIONS**') AND YOU ACCEPT THAT THESE CONDITIONS APPLY IF YOU ACCESS OR USE THE SERVICE.

1. Details of the Service

CODIPROLUX provides you with a digital product configuration tool called CODIPRICER with functionalities that allow you, based on the communication of certain technical data by you, to obtain (i) information about the capacity of CODIPROLUX products but also (ii) a price offer for the desired product(s).

CODIPRICER is accessible on the CODIPROLUX website at the URL: www.codipro.net.

You fill in all the information related to your needs, including the model of the products, the technical characteristics, the dimensions as well as all the possible specificities which would be necessary.

2. Terms of Use of the Service

- Internet access

Use of the Service requires internet access and certain additional software/applications (fees may apply), and require regular updates. The latest version of the Service may be required to access certain features. Use of the Service may be affected by the performance of these factors.

You acknowledge and accept that it is your responsibility to meet these conditions to access the service.

- Account

The creation of an Account (the "Account") is necessary to access the Service. By creating an Account, the user expressly agrees with the CODIPROLUX data use policy, as set out in article 6.

If your use of the Service or any other conduct intentionally or unintentionally threatens CODIPROLUX's ability to provide the Service or other CODIPROLUX systems, CODIPROLUX may take all reasonable steps to protect the Company or CODIPROLUX systems, including suspending your access to the Service. Repeated breaches of the restrictions shown may result in the termination of your Account.

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- Availability of the Service:

The Service, or any feature or part of it, may not be available in all languages or countries. CODIPROLUX does not guarantee that the Service, or any feature or part of it, is appropriate or available anywhere.

CODIPROLUX is not responsible for the accessibility of the Service due to insufficient network coverage. You choose to access and use the Service on your own initiative and are responsible for acting in accordance with all applicable laws.

- Changes to the Service:

CODIPROLUX reserves the right to amend these Terms and Conditions at any time and to impose new or additional conditions regarding the use of the Service.

These additional changes and conditions will be communicated directly to you on the web and mobile application via a pop-up window when the Service is used next.

You will be required to accept these changes by checking the box provided for this purpose to access the Service. Once accepted, these changes will take effect immediately and will be an integral part of these Terms and Conditions.

Access to the Service is conditional on the acceptance of these terms and conditions. Acceptance of these conditions is presumed beyond dispute as soon as the user has used the Service.

If you refuse to accept these changes or additional conditions, CODIPROLUX reserves the right to terminate your access to the Service and your Account. You agree that CODIPROLUX does not incur liability to your or any third party with respect to changes or termination of the Service.

3. Use of the Service

Use of the Service is your sole responsibility.

As a registered user of the Service, you must create an Account (the “Account”) to access the Service the first time.

You are solely responsible for maintaining the confidentiality and security of your Account and all activities linked to or carried out through your Account, and you agree to report any breach of your Account security to CODIPROLUX immediately. You also acknowledge and accept that the Service is designed and intended for strictly professional use. Subject to reasonable competence and due diligence, CODIPROLUX cannot be held liable for losses resulting from the unauthorised use of your Account and non-compliance with these rules.

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In order to use the Service, you must enter your CODIPRICER username and password to authenticate your account. You agree to provide all the accurate and comprehensive information necessary when you register ('Service Registration Data'), and when you use the Service, you agree to update your Service Registration Data to ensure that it remains accurate and comprehensive at all times. If you fail to provide accurate, current and comprehensive Service Registration Data, CODIPROLUX reserves the right to suspend or terminate your Account.

When you make an application as part of the Full Mobile Service and send the Form required, you agree to provide all the accurate and comprehensive information necessary.

You agree to CODIPROLUX storing and using the Service Registration Data and the data contained in the Form you provide for the purpose of processing it.

CODIPROLUX respects the confidentiality of your data, and it is the permissions and access authorisations you give CODIPROLUX that determine the extent to which CODIPROLUX is free to use, store and transfer this content and information.

4. Content

- Definition:

'Content' refers to any information that can be accessed using the Service, such as a price, a Working Load Limit (WLL), estimated delivery times, technical drawings and use restrictions. You understand and accept that your use of the Service and any Content is at your own risk, and under your sole responsibility.

- How the Service works:

You can access all the necessary documents relating to CODIPROLUX lifting rings via the Service at any time.

The Service can only be accessed through the media made available by CODIPROLUX, namely the 'CODIPRICER' web application.

You accept and acknowledge that the Content of the Service will no longer be available after your Account closes or the Service is deleted.

The Service and its Content are stored on a secure server based at any location chosen by CODIPROLUX.

5. Intellectual property

The CODIPRICER software as well as the Content are the exclusive property of CODIPROLUX and are copyrighted. Protection of the Content and the Service is covered by

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national and international intellectual property law.

Any copying and/or use and/or rebroadcasting, in whole or in part, on any medium, present or future, is prohibited without the express written prior permission of CODIPROLUX. Anyone who violates this prohibition is liable and may be prosecuted.

6. Personal data use policy

CODIPROLUX ensures the protection of your personal data in accordance with Luxembourg and European legal and regulatory requirements, and refers to regulation 2015/679 of the Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of this data.

CODIPROLUX also refers to the amended law of 30 May 2005 relating to the specific provisions on the protection of the individual with regard to the processing of personal data in the electronic communications sector as amended by the law of 7 July 2007.

CODIPROLUX collects, stores and uses the personal data you provide when you use the Service, create an Account or send a Form.

CODIPROLUX requires you to read carefully and in full, and understand, its Privacy Policy; click on the following link <https://codipro.net/en/privacy-policy/> and you will be redirected to the document mentioned above.

You acknowledge and accept that CODIPROLUX cannot be held liable for a security breach that accidentally or unlawfully results in the destruction, loss, alteration or disclosure of or unauthorised access to data transferred, stored or processed in relation to the Service.

7. Service Guarantee

CODIPROLUX is only bound by an obligation of means.

CODIPROLUX endeavors to provide accurate and up-to-date information about its website, its products and personalized price offers, but cannot avoid any risk of material error. None of the information on the Website or any communication through the use of CODIPRICER is intended to be complete or binding.

CODIPROLUX endeavors to provide access to the Website and CODIPRICER 24 hours a day, 7 days a week, except in case of force majeure or an event beyond CODIPROLUX's control, and subject to possible breakdowns and maintenance interventions necessary for the proper functioning of the Service.

CODIPROLUX does not guarantee that the Service is uninterrupted, perfect or error free. You accept and acknowledge that from time to time, CODIPROLUX may interrupt the Service for indefinite periods of time or cancel the Service in accordance with these Terms and Conditions.

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CODIPROLUX does not guarantee that the Service will be free of any loss, hacking, alteration, attack, virus, interference or other security breach and CODIPROLUX accepts no responsibility for this.

CODIPROLUX cannot be held responsible for errors or omissions in the information disseminated in the Content, technical issues encountered by the Service or the consequences of its use.

8. Disclaimer

You acknowledge and accept that CODIPROLUX does not assume any responsibility to you or any third party, for any direct, indirect, accidental, specific, immaterial or material damage caused by (i) the use of the Service; (ii) unauthorised access, theft or alteration of your Account, Content or data and (iii) any other matter relating to the Service.

9. Applicable law and jurisdiction

All Services, as well as these Terms and Conditions, are subject to Luxembourg law. In the event of a dispute as to the validity or performance of these Terms and Conditions or the Services respectively, the Courts of Luxembourg City have sole jurisdiction.

10. Invalidity of a clause

The invalidity of one of the clauses of these Terms and Conditions does not in any way affect the validity of the other clauses in these Terms and Conditions.

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