

Conditions Of Use For Demag Shop

Demag Shop is provided by Demag Cranes & Components and its subsidiaries, affiliates and group companies. In consideration of making this website available to you free of charge, you agree that by accessing and using this web site ("Demag Shop") at www.demagshop.com, you will be bound by the terms and conditions ("the Conditions") that appear below to the extent that they relate to access to and use of Demag Shop. By making an order through Demag Shop, you agree that you will additionally be bound by the Conditions to the extent that they relate to the placing of orders via Demag Shop and the conclusion of any contracts between us and, subject to our acceptance of your order, with our standard terms and conditions of sale:

Part A: Conditions of Access

1 Introduction

1.1 In these Conditions, any use of the words "you", "your" or similar expressions shall mean any user of Demag Shop whatsoever. The terms "we", "us", "our" or similar expressions shall mean Demag Cranes & Components and its subsidiaries, affiliates and group companies.

2 Right to Use

2.1 Demag Shop is intended for use solely by our business customers who are existing account-holders of Demag Cranes & Components in the United Kingdom and who have been issued with a password to access Demag Shop by us. If you do not meet these criteria then you are not entitled to access Demag Shop or to place orders for products via Demag Shop. Demag Shop is not intended for distribution to, or use by, any person in a country where such distribution or use would be contrary to local laws or regulations.

2.2 Subject to your compliance with these Conditions and your meeting the criteria set out in section 2.1 above, we grant to you a non-exclusive, non-transferable, revocable right to access Demag Shop and use Demag Shop for the purpose of placing orders for products from us.

2.3 You may download or print off copies of the materials included within Demag Shop ("Content") for your personal, non-commercial use and information only provided that you must retain any copyright or other intellectual property notices contained in the original material and comply with your other obligations in this Condition 2.

2.4 You may not copy, distribute or display the Content or any part of it to third parties except for the purpose of considering whether to place an order for products with us.

2.5 The copyright, trade marks, domain names and other intellectual property rights ("Intellectual Property Rights") in the Content belong to us or our third party licensors. All rights are reserved. Our name may not be used in any way, including in advertising or publicity pertaining to distribution of materials using Demag Shop, without our prior written permission.

3 Modification of these Conditions

3.1 We are continually seeking to update and improve Demag Shop. Therefore we may make changes to any part of Demag Shop and these Conditions (including those relating to your use of Content) and you will be bound by changes to these Conditions from the time you next access Demag Shop. No purported modification of these Conditions by you will be effective unless it is countersigned by us.

4 Links to Third Party Sites

4.1 We do not monitor the content of third party websites and any links provided within Demag Shop are for your convenience only. We make no representation or warranty as to the content of such third party websites. We exclude all liability for any third party material made available within Demag Shop or contained on any third party website that it links to.

4.2 No links are permitted to Demag Shop without our express consent in writing.

5 Your Other Obligations

You shall:

- (a) maintain the security and confidentiality of your password to use Demag Shop;
- (b) only allow access to Demag Shop to your employees who you have authorised to access Demag Shop subject to these Conditions and procure that those employees are aware of and comply with these Conditions.

6 Disclaimer

6.1 We do not warrant that use of Demag Shop will be uninterrupted or error free or that it will be continuously available. Demag Shop and all Content (including any software) are provided on an "as is" basis.

6.2 We exclude all representations or warranties about the accuracy, reliability, completeness, quality, timeliness, availability, freedom from viruses or other harmful code, maintenance or fitness for purpose of Demag Shop or any Content to the maximum extent allowed by law.

6.3 Any recommendations or solutions generated by Demag Shop are provided to assist you in your choice of product. However, they are given free of charge and on the basis of limited information and so it is your responsibility to confirm that the recommended product or solution meets your specific requirements. We do not give any warranty and shall not be liable to you in connection with any such recommendations or solutions.

7 Limitation of Liability

7.1 To the fullest extent allowed by any applicable law, we shall not be liable for any direct, indirect or consequential loss resulting from the access or use of Demag Shop or from temporary or permanent unavailability of Demag Shop, any changes to Demag Shop or from any corruption or loss of data you may suffer whilst using Demag Shop.

7.2 Nothing in these Conditions shall exclude or limit our liability for: death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

7.3 You shall indemnify us and keep us indemnified against all losses, costs, claims, demands, damages and expenses (each whether direct or indirect) arising from any claim that your operation, possession or use of Demag Shop or any part thereof in contravention of these Conditions in any way or any materials or information you submit to us infringe the rights of any third party.

8 Termination/Access Restriction

8.1 We reserve the right, in our sole discretion, to terminate or restrict your access to any portion of Demag Shop or to withdraw Demag Shop at any time, without notice. We reserve the right to withdraw any password and user name immediately if, at any time, we believe you are in breach of these Conditions or any other contract made between you and us.

9 Assignment

9.1 The right to access Demag Shop granted by these Conditions is personal to you and you shall not without our express prior written consent assign the benefit of these Conditions or any of your rights under these Conditions or grant any third party any rights in relation to Demag Shop.

10 General

10.1 Failure by either of us to exercise any right or remedy under these Conditions does not constitute a waiver of that right or remedy.

10.2 If any provision of these Conditions is held by a court to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

10.3 No third party (other than one of our affiliates or group companies) shall have any rights under these Conditions.

11 Choice of Law and Jurisdiction

11.1 These Conditions are governed by English Law and you agree to submit to the exclusive jurisdiction of the English Courts.

Part B: Supplementary Conditions for Orders and Transactions Via Demag Shop

12 Orders and Sale Contract

12.1 The display of products within Demag Shop does not constitute an offer capable of acceptance. Orders for products must be placed and contracts between us via Demag Shop may only be concluded according to the procedure set out in this section 12.

12.2 Once you have added the products you require to your shopping basket you must check and confirm the contents of your shopping basket (including pricing details) prior to submitting your order. Payment is due via the credit card transaction facility in advance at the time of submission of your order.

12.3 Purchases may only be made through Demag Shop through use of the credit card transaction facility. No other forms of payment will be accepted unless we agree otherwise. Payment shall be deemed to have been made when we receive cleared funds.

12.4 Following submission of your order, you will receive an automatic acknowledgement of order within 5 days unless you have opted to receive such acknowledgement by e-mail. This acknowledgement shall not constitute acceptance of your order.

12.5 All orders, which you may submit, are subject to pricing and availability together with any restrictions or credit limits if applicable on your account with us.

12.6 No binding contract will be made between us (and no order shall be binding upon us) unless and until your order is formally accepted by us in writing. Formal acceptance shall be distinct from acknowledgement in accordance with section 11.3 above and shall expressly confirm acceptance of your order.

12.7 Each contract concluded between us via Demag Shop and in accordance with these Supplementary Conditions shall be deemed to have been completed in the United Kingdom at our normal place of business at the time at which we despatch formal acceptance of your order in accordance with section 11.5 above.

12.8 All contracts concluded between us via Demag Shop shall be subject to our Standard Terms and Conditions of Sale to the extent that they do not conflict with these Conditions.

13 Information

13.1 To the extent legally permissible, you agree that we have no obligation (whether under the E-commerce Regulations 2002 or otherwise) to:

- (a) provide you with any information additional to that included within Demag Shop from time to time prior to you making an order; or
- (b) to issue any further acknowledgement of contracts made between us than we may issue to you from time to time.

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