#### Introduction to Iscar Italia S.R.L. Web Site

Welcome to Iscar Italia S.R.L. Web Site. We appreciate your interest in Iscar products.

This site is made available to you subject to the following Terms of Use which if accepted by you will constitute a legally binding agreement between you and Iscar. In these Terms of Use, "Iscar" means Iscar Italia S.R.L., its subsidiaries, affiliates, holding companies, and any other legal entity anywhere in the world, that is held by, or is held under common control with, or is the holder of Iscar Italia S.R.L., whether in whole or in part.

You may use this site provided that you accept any and all of the provisions listed below. We may amend, update or otherwise change, at any time and without prior notice, any or all of the Terms of Use, the conditions and/or the provisions included in this site. Please check the contents of these Terms of Use periodically for changes. Your continued use of this site, or of any part thereof following the posting of any changes to the Terms of Use, constitutes acceptance of those Terms of Use and of any subsequent changes. Each such amendment shall become automatically valid and enforceable at the time when first displayed by us in the Site

Save in the case of conflict of laws, these Terms of Use shall take precedence over the <u>Terms and Conditions of Sale</u>. If you are bound by a separate and independent valid written agreement with Iscar, none of these Terms of Use shall invalidate any of the provisions of such an agreement.

No change, amendment, cancellation, supplement or deviation from these Terms of Use may be made by virtue of conduct of the parties. These terms of Use shall not be otherwise amended or changed except with the prior written consent of Iscar Italia S.R.L.

If you do not agree with all terms and conditions hereof, please exit the site without making any use of it.

## **Description of Service and Use of the Site**

Our site provides its users with easy access to our products, for the purposes of ordering any of our products that are listed on the site from time to time, and also to acquire updated information regarding our products, all subject to the Terms of Use and the conditions stated above and hereinbelow (hereinafter: the "Services").

In order to use the Services, you have to provide us with your personal details according to the format appearing in the Home Page

# Copyrights, Trademarks and Proprietary Rights

The information contained and referred to in these pages, including but not limited to all patents, trademarks, registered trademarks, copyright, logos, trade names, drawings, pictures, designs, names, materials, contents, programming, databases of information, resources, links, descriptions of Internet resources and any other documents or details from which any proprietary and/or intellectual property right may emanate, is the sole and absolute property of Iscar Italia S.R.L.

Unless otherwise specifically stated and authorized in writing by us, no part of any such information may be duplicated, copied, reproduced, distributed, used to create derivative works, amended or otherwise used for any purpose, wholly or partially, without the prior written consent of Iscar Italia S.R.L. Without derogating from the generality of the stated above, none of Iscar's names, patents and trademarks, whether registered or not, may be used without the prior written consent of Iscar and in no event shall any of these be used in any way or manner which may be misleading and/or which may cause and/or which may lead to, any confusion.

Under no circumstances is any license, permission, right or interest of any nature granted to anyone using this site, nor does any purchase of any product imply that you are in any way entitled to such rights.

Violation of any of these provisions is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent permitted by law.

This notice refers to any page/s that are or that may be included in, and/or linked with the Iscar Web site, irrespective of whether such pages are marked with Copyright © notice, Trademark notice™, or registered patent notice ®. The receipt of this HTML page, or any other page in which a link to this page exists, shall be considered as acceptance of these conditions without any reservations.

### **Hyperlinks**

Our site may provide links to other websites or resources. Since we cannot be responsible for such other sites and as we have no control over any of these other sites, including but not limited to their contents, you hereby acknowledge and agree that Iscar is not, and will not be held responsible for such other sites, including without limitation their availability, contents, the type of services they offer, the advertising and/or products contained therein, and their form. You also acknowledge and agree that we are not, and will not be held liable or responsible, directly or indirectly, for any damage and/or loss, whether pecuniary or not, caused or alleged to be caused by or in connection with use of, or reliance on, any such contents, goods or services available on or through any such other site/s or resource/s.

You further acknowledge that Iscar is not and will not be held liable or responsible for the accuracy, the legality, the decency, the copyright, the compliance, the availability of any materials included in or referred to in these other sites, or any other aspect of the content of such other sites. The inclusion of such links does not imply endorsement of the site by Iscar or any association with the operators of such site and resources.

Without derogating from the generality of the stated above, you specifically undertake and agree not to create any direct or indirect links to our site without obtaining our previous written consent.

## **Accuracy and Access**

All information including without limitation data, figures, specification and names contained in this site is constantly reviewed and modified by us in accordance with our latest developments and recent publications. However, although we carefully and constantly review the accuracy of these pages, we can NOT assure, under any circumstances, the accuracy, the availability and the access to any Service and/or any part of any information contained or listed in our site and/or in any of its pages. We assume no responsibility or liability for omissions or errors that may appear, and we cannot assure the availability of the Service at any given time. We can not guarantee that each and every specification contained in the information in our site at any time is or will be accurate, precise, correct, or complete, nor can we assure strict reliance on the information contained in this Site. As your use of this Site is at your own risk, you are fully encouraged to use all possible means and precautions to overcome any of the above factors.

#### Security

Unfortunately, no data-transmission over the Internet can be guaranteed to be 100% secure. We cannot assure or guarantee the security and protection of information sent by you over the Internet, and any information you transmit to us is at your own risk. Nonetheless, any information we may receive from you will be maintained and used by us in accordance with our Privacy Statement, and in a manner that protects and safeguards your privacy.

If you feel more secure you may always contact Iscar's local authorized distributor rather than sending any of your information over the Internet.

## **Privacy Statement**

Your privacy as well as the protection of all of your personal information is vitally important to us, and we undertake to safeguard them by exercising reasonable care and using reasonably available means. We do not disclose any information that we receive from you to any third party without your prior consent, nor do we sell or rent any information received from you. However, with the aim to better meet your needs, we may share information with our authorized distributors for the purpose of facilitating transactions you may wish to conduct with us.

We may also use the information for statistical and marketing purposes, in order to analyze and process your preferences and varying needs and to contact you for the purpose of providing you with details and features related to our products and to the contents of our site. Our site may gather certain usage information, such as numbers and frequency of visitors to our site. This information may be used by us solely in the aggregate to enable us to improve the access, the availability, the various features and contents of our site, and in order to assure that it may appeal to, and be used by as many users as possible.

Thus, we may make use of certain technologies which process statistical data and provide details regarding the number of visitors to our site, the means by which access is made to the site, and the times of visiting our site. We do not use such technologies to collect personally identifiable information, nor do we use any data received through same with other personally identifiable information for any other purposes.

Any information received by us from you over the Internet is regarded as confidential information. That includes not only data that you sent to us over the Internet, but also information about your individual visits to our site and any other queries you may have regarding our products.

For all details regarding the privacy statement we invite you to read the Privacy page.

## **DISCLAIMER / LIMITATION OF LIABILITY**

ALTHOUGH WE USE REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE INFORMATION IN OUR SITE AND TO ENABLE SMOOTH AND SAFE OPERATION OF THIS SITE, WE DO NOT GUARANTEE, NOR DO WE MAKE ANY PRESENTATIONS OR REPRESENTATIONS WHATSOEVER AS TO THIS SITE WITH RESPECT TO ITS ACCURACY AND/OR QUALITY AND/OR SUITABILITY AND/OR TIMELINESS AND/OR ACCESSIBILITY AND/OR AVAILABILITY AND/OR COMPLETENESS AND/OR RELIABILITY AND/OR CORRECTNESS OF THE INFORMATION OR OF ANY PART THEREOF, OR OF THE PRODUCTS, OR OF ANY OTHER MATERIALS AND/OR SERVICES THROUGH THIS SITE (HEREINAFTER: "THE CONTENTS").

WE DO NOT GUARANTEE OR REPRESENT THAT THIS SITE AND/OR THE CONTENTS INCLUDED IN IT IS/ARE OR WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; NOR DO WE ASSURE THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED OR THAT THE CONTENTS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. AS THE CONTENTS ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, YOU SHOULD NOT RELY UPON ANY OF THE CONTENTS AS DEFINED ABOVE. WE OFFER THIS SITE AND ITS CONTENTS AS DEFINED ABOVE ON AN "AS IS, AS AVAILABLE" BASIS, AND YOU MAY USE IT SUBJECT TO ALL TERMS OF USE AND AT YOUR OWN RISK.

ISCAR, ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, DISTRIBUTORS, DIRECTORS, AND AGENTS ARE NOT AND SHALL NOT BE LIABLE FOR ANY ERRORS OR

OMISSIONS OR INCLUSION OF ANY MATERIAL IN THE CONTENTS OR IN SUPPLY OR DELIVERY, OR FOR ANY FORM OF LOSS OR DAMAGE WHOEVER DEFINED (INCLUDING WITHOUT LIMITATION ANY PECUNIARY, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, FORESEEABLE, UNFORESEEABLE AND/OR EXEMPLARY DAMAGES), THAT MAY RESULT FROM, OR THAT OTHERWISE MAY BE RELATED TO THIS SITE OR TO THE CONTENTS.

WE EXPRESSLY DISCLAIM AND DENY ANY AND ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT WITH RESPECT TO THE SERVICES AND/OR TO THE CONTENTS AND/OR TO ANY ISSUE THAT IS OR THAT MAY OTHERWISE BE RELATED TO THIS SITE. THIS EXCLUSION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, IRRESPECTIVE OF WHETHER ISCAR AND/OR ANY OF ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

YOU EXPRESSLY AGREE THAT NO WARRANTY THAT IS NOT SPECIFICALLY STATED IN THIS AGREEMENT WILL BE CLAIMED OR OTHERWISE ADHERED TO BY YOU, NOR WILL SUCH A WARRANTY BE VALID. SINCE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF DIFFERENT TYPES OF DAMAGES, ISCAR'S MAXIMAL LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO, AND SHALL NOT EXCEED THE MINIMAL EXTENT OF LIABILITY STIPULATED AND/OR PERMITTED BY LAW IN SUCH JURISDICTIONS.

### **INDEMNIFICATION**

YOU WILL INDEMNIFY AND/OR COMPENSATE ISCAR AND ITS SUBSIDIARIES, AFFILIATES, DIRECTORS, DISTRIBUTORS, AGENTS AND EMPLOYEES, AND HOLD THEM HARMLESS AGAINST ANY CLAIM, LIABILITY OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO USE YOU MAKE AND/OR TO MATERIALS OR INFORMATION THAT YOU DISTRIBUTE OR OTHERWISE TRANSMIT VIA THIS SITE, AND WHICH MAY RESULT FROM OR BE RELATED TO YOUR MISCONDUCT, OR USE OR MISUSE OF THIS SITE. WITHOUT DEROGATING FROM YOUR DUTY TO INDEMNIFY AND/OR COMPENSATE ISCAR ALSO IN ANY CASE OF VIOLATION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO EXERCISE ABSOLUTE CONTROL OVER THE EXCLUSIVE DEFENCE AND HANDLING OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU UNDERTAKE TO FULLY CO-OPERATE WITH ISCAR AND TO ACT IN ACCORDANCE WITH ISCAR'S LEGAL ADVICE IN ADHERING AND MANAGING ANY AVAILABLE DEFENCES.

## **International Use**

Iscar makes no representation whereby any materials and/or Services and/or Contents as defined above, on this site, are or may be available or appropriate in territories outside Italy. All Services and/or Contents of this site, including all products that we may offer at any time, are offered solely on the basis of domestic and local transaction. You specifically acknowledge and agree that any product and or service you may order from Iscar, if Iscar opts to provide it, will be provided to you from and by Iscar's local lawful representative in the Italy. Any such transaction, deal, bargain or Service shall constitute a local deal and trade, which will be executed and performed subject to all Terms and Conditions of Sale that are listed hereinbelow, and in accordance with all relevant and governing provisions of the local law in that country. To view the Terms and Conditions of Sale click here

Accessing this site and/or using the Contents from territories where such activities are illegal, is prohibited. Doing so contrary to this provision is at your own risk and subject to your sole responsibility to comply with all local laws.

## **Choice of Law and Forum**

These Terms of Use shall be governed by and construed in accordance with the laws of Italy. You expressly agree that the sole and exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of this site shall be filed exclusively in the competent court and instance in Milano, Italy. Further, you specifically agree and submit to the exercise of personal jurisdiction of such court/instance for the purpose of litigating any such claim or action.

### Misconduct, Improper Use & Disruption

You are held responsible for any misconduct and/or materials that you place or transmit on or through the site, and shall not use this site and/or any of the Services available therein to offer, send, distribute, link to, or solicit content or materials that are or that may: (i) violate any law, regulation, contract or mode of beaviour applicable to online conduct and to users of the World Wide Web; and/or (ii) be illegal, misleading, incorrect, incomplete, detrimental, intimidating, harassing, offensive, defamatory, improper, violent, obscene, pornographic, libelous or infringing others' privacy; and/or (iii) infringe someone else's intellectual property or other rights; and/or (iv) contain viruses or any other computer files or programs that are designed or intended to, or that may, disrupt, damage, interfere with or limit the functioning of any part of this Site and/or any equipment or software; and/or (v) interrupt or interfere with the operation of the Site; and/or (vi) be used by persons not authorized, for any purpose other than that which complies with all Term of Use.

### **Acceptance of Orders and Signatures**

The Contents and Services available in this Site are offered to you subject to all Terms and Conditions of Sale and in accordance with these Terms of Use. All electronic orders placed and/or transmitted by you in or through this Site under your username, if received and approved by Iscar, shall be deemed as acceptance of the offer made by you. We reserve the right to contact you, by electronic mail, telephone, post or any other reasonable means for the purposes of ascertaining your identity, clarification of your requested order, discussing any credit and payment terms, verification of your desired delivery address and means by which you prefer delivery to be made, and for any other purpose which may be related to your order.

You specifically agree to the formation of a legally binding purchase and/or service agreement between you and Iscar upon the receipt of your order/s, provided that we accept, approve and confirm that order/s by issuing an Approval of Order with reference number similar to your order number. Should our Approval of Order relate to only part of your order, the agreement between us shall take effect only with respect to that part of your order that was accepted and approved by us. We may deny or approve your order/s wholly or partially as we may find fit and without being under any obligation to justify our decision. In case we decide to approve only part of your order/s, you will not be entitled to raise any claim and/or demand, nor will you be entitled to any remedy, in respect of that part of your order that we did not approve.

You expressly waive and abandon in advance any claim that orders received from you and confirmed by us did not constitute an offer made by you to us, or that no agreement was formed between you and Iscar for reasons of, inter alia, lack of signature and/or lack of communication of acceptance.

# **Severability and Integration**

This Agreement constitutes the entire agreement between you and Iscar with respect to this Site and all its Contents as defined above. Its entire Terms of Use supersede and override any and all prior or simultaneous negotiations, representations and proposals (whether oral, written, electronic or any other) between you and Iscar.

If any provision amongst these Terms of Use is held invalid or otherwise unenforceable, wholly or partially, such provision shall be interpreted, construed, applied and enforced in a manner consistent with the applicable law and which reflects the genuine intentions expressed in these Terms of Use. Each and any of the remaining provisions shall remain in full force and effect.

## **Termination**

Iscar reserves the right, at its sole and absolute discretion, to terminate and/or otherwise limit access to all or part of this site and/or its contents as it deems fit, with or without notice.

"This document as well as all information and other data contained herein and/or derived thereform, including but not limited to, all trademarks, logos, trade-names, concepts, pictures, designs and/or devices, as well as any data from which any proprietary and/or intellectual property right may emanate ("Information"), is the sole and exclusive property of Iscar Italia S.R.L. and is protected by copyright and other applicable laws. No part of the Information may be used or otherwise disseminated for any purpose whatsoever without the express prior written consent of Iscar Italia S.R.L."

© All Rights Reserved