

## GENERAL TERMS OF USE

### 1. Scope & Acceptance

The following general terms of use (hereafter the “**GTU**”) apply to any user of the online Web shop offered by COMEX EURO DEVELOPMENTS S.A. (“**the Seller**”) on [www.itec-pro.eu](http://www.itec-pro.eu) (the “**Website**”) and the mobile application **itec-pro** on:

- <https://play.google.com/store/apps/details?id=eu.itecpro.app>
- and on <https://itunes.apple.com/us/app/itec-pro/id1351886866?l=fr&ls=1&mt=8> (hereafter the “**Application**”).

The Seller is a Luxembourg company with registered office at 33 A route de Luxembourg L-5752 Frisange, GRAND DUCHY OF LUXEMBOURG, registered with the Luxembourg Trade and Companies Registry under number B 169.424.

By using the Website and/or the Application, the User is agreeing to these GTU in full. These GTU supplement the General Terms and Conditions.

If any user does not agree with the following provisions, such user understands that he may not be able to use the Website and/or the Application.

### 2. Definitions

- 2.1 “**Buyer**” means any User which uses the Website and/or the Application to buy products.
- 2.2 “**Cart**” means the tool on the Website and/or the Application enabling the Buyer to select the Goods offered by the Seller that she/he wishes to purchase.
- 2.3 “**Delivery Address**” means an address in Europe given by the Buyer where the Goods will be delivered by the Delivery Service Provider
- 2.4 “**Goods**” means the goods that are purchased by the Buyer.
- 2.5 “**GTS**” means the General Terms of Sale establishing the specific conditions under which a Buyer agrees to buy the Goods from the Seller and which applies to any transaction in addition with these GTU.
- 2.6 “**Logistic Provider**” means the professional in charge of the logistic and delivery of the Goods to the Buyers.
- 2.7 “**Order**” means the purchase of the Goods as placed by the Buyer on The website according to the prices given by the Seller.
- 2.8 “**Order Confirmation**” means the email informing the Buyer of the Order’s validation.
- 2.9 “**Third Parties**” means any third party in charge of providing specific services in order to execute any order validated by a the Seller.
- 2.10 “**User**” means any individual surfing on one or several pages of the Site and/or the Application.
- 2.11 “**Warehouse**” means the place where the Goods are stored.

### 3. Access to the Website and/or to the Application

- 3.1 In order to place an order, any Buyer shall create an account on the Website and/or on the Application.
- 3.2 Each User undertakes to provide accurate and complete information to the Seller to create an account.
- 3.3 Each User is responsible for creating its own password (“**Password**”) to have access to his account. The provided email address will be used as its login ID (“**Login**”).
- 3.4 Each User is responsible for maintaining the confidentiality of his/her Password.
- 3.5 By creating an account, any User agrees to have their personal data incorporated into the Seller database.

3.6 Delivery Services shall only be performed after Confirmation of the Order.

3.7 Each User represents and warrants that information submitted to the Seller on the Website shall not:

- contain fraudulent information;
- be part of a scheme to defraud the Seller or for any other unlawful purpose;
- violate any applicable law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
- be defamatory, libellous, unlawfully threatening or unlawfully harassing;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- contain any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information;
- create any liability for the Seller, COMEX group of companies or its affiliates.

#### **4. Suspension or withdrawal of Website and/or of Application access**

In the event of non-compliance on Users' part with all or some of the Conditions, Users acknowledge and accept that the Seller can at any time, without prior notification, interrupt or suspend, temporarily or permanently, all or part of access to the Website and/or to the Application (including in particular User accounts).

#### **5. Intellectual property**

Each User agrees that the Website and/or the Application contents, including but not limited to graphics, User interface, video clips, audio clips, editorial content, and the scripts and software used, contains proprietary information and material that is owned by the Seller or Third Parties, and is protected by applicable intellectual property and other laws, including but not limited to authors' rights or copyright. Therefore, each User agrees not to use such proprietary information or materials in any way but for use of the Website and/or the Application in compliance with these GTU. No portion of the Website and/or the Application contents may be reproduced in any form or by any means, except as expressly permitted in these GTU. Each User agrees not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Website and/or the Application in any manner.

#### **6. Use of Personal Data**

Please refer to the Privacy Policy.

#### **7. Responsibility**

7.1 According to the maximum extent permitted by law, the Seller shall not be liable to any User whether in contract, tort including negligence or any other theory of liability, and whether or not the possibility of such damage or losses has been notified to the Seller for (i) any indirect, incidental, special or consequential damages, (ii) any loss of income, business, actual or potential profits or opportunity, (iii) any damage resulting in loss of good or data (out of the Seller's control), and (iv) any failure to provide the Seller accurate account information or to keep an account details secure and confidential.

7.2 To the maximum extent permitted by law, Users agree to defend, indemnify and hold harmless the Seller and its affiliates from and against any and all claims and all liabilities, losses, costs or damages resulting from (i) a User's breach of these terms, (ii) a User's infringement or violation of any intellectual property, (iii) or any misuse of the Services by a Third Party made possible by a User's failure in regard of his obligations under these GTU or GTS.

## **8. Disclaimer**

According to the maximum extent permitted by law, the Website and/or the Application are provided on an « as is » and « as available » basis for their use, without warranties of any kind, either express or implied. The Seller does not warrant the accuracy, completeness or reliability of any content available on the Website and/or the Application or its performance. Use of the Website and/or the Application is at the User's own risk. The Seller does not guarantee that the Website and/or the Application will be available at the times or place of any User's choosing, or that the Website and/or the Application will be uninterrupted or free of error. The Seller makes no warranty that the Website and/or the Application is free of viruses or other harmful components.

## **9. Hyperlink**

Links to websites operated by the Third Parties may be provided by the Seller. Use of these websites is at User's own risk as the content available on the linked websites are not under the control of the Seller. The Seller disclaims all liability regarding such access to and use of such linked websites.

## **10. Modifications**

The Seller may modify these GTU at its sole discretion by posting the revised terms on the Website and/or the Application, with the revised terms taking effect as of the date posted. The continued or repeated use of the Website and/or the Application indicates the agreement to be bound by such revised GTU.

## **11. Partial invalidity**

In the event that one or more of the stipulations of these GTU are to be declared void by a law, a regulation or a final court decision, these provisions will be deemed unwritten. However, the other stipulations hereof will remain in effect.

## **12. Governing Law and jurisdiction**

These GTU shall be governed by and construed in accordance with Luxembourg law. The Seller and Users agree to submit any disputes arising from the conclusion, construction, performance or termination of these GTU to the competence of the Courts of Luxembourg (subject to any mandatory legal provisions), if the Seller and Users are not able to reach an amicable settlement of their dispute. The hereabove clause do not without deprive the Buyer of the protection conferred to her/him by the mandatory rules of her/his country of residence.

## **13. Language**

The whole text of the present General Terms of Use, as well as the General Terms of Sale and the privacy policy, has been written in English, French and German, all versions being deemed authentic.

Should these three versions differ, the French version shall prevail.