



## Terms & Conditions

### 1. Acceptance

These Terms and Conditions and the documents referred to in them (together, the "Terms") set out the terms on which you may make use of the website located at <http://www.primen.eu> (the "Site"). Use of the Site includes accessing, browsing or downloading from the Site.

The Site and all Site Content are provided by Prime Metals Network S.r.l., a company registered in Italy with Company No. TV-439296.

By accessing this Site, you agree to be bound by and accept these Terms and the Privacy Policy. You may not use the Site or any Site Content if you do not agree to accept all of these Terms and the Privacy Policy.

### 2. Conduct

You agree that:

- (a) you shall not use the Site, or any Site Content, in any way that is unlawful and/or breaches any applicable laws, regulations, codes, guidelines or orders;
- (b) you shall not use the Site, or any Site Content, in any way that contravenes or infringes any of our rights or any third party's rights (including Intellectual Property Rights);
- (c) you shall not use the Site, or any Site Content, to send, communicate, or engage in any harassing, disruptive, offensive, abusive, threatening, indecent, defamatory, obscene or menacing behaviour, or behaviour that causes annoyance, inconvenience, needless anxiety or is intended to deceive;
- (d) you shall not modify, copy, reproduce, download, re-publish, sell or distribute any part of the Site or Site Content, or create copies based on any part of it;
- (e) you shall not use the Site, or any Site Content, for any purpose not expressly permitted in these Terms; and
- (f) you shall not take any action, or authorise or permit any third party to take any action, that would interfere with or disrupt the Site, or the servers and networks through which the Site is operated, or which would enable you, or any third party, to gain unauthorised access to, or to tamper with the Site, any Site Content, or any of our computer systems or networks.

### 3. Disclaimers & Warranties

(a) The Site and all Site Content are provided for general reference only, and do not amount to any advice, representations, or warranties, on which you should rely. It is your responsibility to exercise your own judgment and to obtain professional or specialist advice before taking or refraining from taking any action relating to the Site or the Site Content.

(b) You expressly understand and agree that the Site, and all Site Content, are provided "as is" and "as available".

**Prime Metals Network Srl**

Via Monte Santo 33/A | 31039 Riese Pio X (TV) – Italy

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(c) To the fullest extent permitted by applicable law, we expressly disclaim all conditions and warranties of any kind, whether express or implied, in relation to the Site and any Site Content, including (without limitation) any implied warranties as to merchantability or quality.

(d) Without prejudice to the generality of paragraph (c) above, we make no representations or warranties:

- i. as to the accuracy, completeness, currentness, adequacy, quality, reliability or validity of any of the Site or any Site Content, or any other information or material provided on or through the Site;
- ii. that the Site and Site Content will meet your requirements, or are free of any defects, errors, omissions, viruses or anything which may change, erase, add to or damage your software, network, hardware or data;
- iii. that your use of the Site will be uninterrupted, timely, secure or error-free; or
- iv. that any defects or errors in the operation or functionality of the Site will be corrected.

(e) All access to, and use of, the Site and Site Content is at your own sole and entire risk and discretion, and you shall bear all responsibility and liability in any way arising from, or associated with, any Loss, damage, loss of data, or other harm, arising from, or in connection with, such access.

#### 4. Privacy

(a) By using the Site, you agree to be bound by our Privacy Policy (which can be downloaded from the Site). If you do not agree to the Privacy Policy, you must not use the Site.

(b) Any contact information made available on the Site, may only be used for the purposes of contacting us in order to making an enquiry about the Site, the Site Content or the services that we provide, or exercising your rights in accordance with the Privacy Policy.

(c) You may not disclose, distribute, use, copy or compile any Personal Data or contact information made available on the Site for any purpose not expressly permitted by these Terms or the Privacy Policy, unless you receive our express prior written permission to do so.

#### 5. Intellectual Property Rights

(a) You acknowledge and agree that we (or our licensors), own all legal rights, titles and interest, including any Intellectual Property Rights, in and to the Site and the Site Content.

(b) Nothing in these Terms shall give you a right to use any of our (or our licensors') trade names, trademarks, service marks, logos, copyright, domain names or any other Intellectual Property Rights in the Site or any Site Content.

(c) You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Site or any Site Content.

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## 6. Links

The Site and the Site Content may include links to other websites, content or resources, which are hosted, offered or provided by unrelated third parties or our affiliates. You understand and agree that:

- a) such third-party websites may be subject to their own terms and conditions and privacy policies;
- b) we have no control over and do not monitor such websites, content, or resources; and
- c) we make no guarantee, representations or warranties in relation to, and are not responsible for, any such external sites, or the content or resources contained or referred to in them.

## 7. Indemnity

You hereby agree to indemnify, defend and hold us harmless, and each of our employees, officers, directors, agents, affiliates and licensors, from and against all Losses that may arise directly or indirectly out of or in connection with:

- a) any breach of, or non-compliance with, any of these Terms by you;
- b) your use of the Site or Site Content;
- c) any violation, trespass, contravention, breach or infringement of our or any third party's Intellectual Property Rights caused by you, or your employees, agents or affiliates; or
- d) any breach by you of the Data Protection Act 1998 (as amended or replaced from time to time) and/or any other applicable data protection laws.

## 8. Limitation of Liability

(a) Notwithstanding any other provision of these Terms, nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited under applicable law. Subject always to the foregoing sentence:

- i. our liability is excluded or limited to the maximum extent permitted by applicable law; and
- ii. we shall not be liable to you, or any other person, in contract, tort or otherwise for any Losses whatsoever (including, without limitation, any special, indirect, direct, punitive, incidental or consequential Losses) which may arise in relation to the Site or the Site Content, irrespective of whether or not we were advised of, or should have been aware of, the possibility of such Losses in advance.

## 9. Amendment to these terms

We may amend these Terms from time to time in our sole discretion without any notice or liability to you. Without prejudice to the foregoing, the latest version of the Terms shall be posted on the Site. By continuing to use the Site after such amended Terms have been posted on the Site, you agree to be bound by such amendments. We recommend that you review these Terms at the start of each visit to the Site.

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## 10. Site Changes

We may, in our sole discretion and at any time, without notice to you, add to, amend, remove, alter, suspend or terminate the Site or any Site Content.

## 11. Definitions

Capitalised terms used in these Terms shall have the following meanings:

(a) "Intellectual Property Rights" means any trademarks, service marks, logos, trade names, corporate names, Internet domain names, patents, registered designs, copyrights, database rights, rights in designs, inventions, semiconductor topography rights, know-how, trade secrets or any similar right exercisable in any part of the world, whether registered or not, and including any applications for the registration of any such rights.

(b) "Loss" or "Losses" means losses, damages, liabilities, judgments, awards, fines, penalties, sanctions, settlements, claims, demands, actions, costs and expenses of whatsoever nature (including, without limitation, attorney/legal fees for both internal and external counsel; costs related to investigation, arbitration, litigation or settlement; loss of profit; loss of revenue; loss of business; loss of data; loss of opportunity; business interruption; and loss of goodwill).

(c) "Personal Data" means any information relating to an individual who can be identified, directly or indirectly, from that information – in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity (including, but not limited to, photographs, names, addresses, titles, telephone numbers, email addresses and other personal details).

(d) "Privacy Policy" means our privacy policy, which may be amended by us from time to time at our sole discretion, without any prior notice to you.

(e) "Terms" means these terms and conditions for use of the Site.

(f) "Site Content" means any data, material or information, in any format whatsoever, including (without limitation) any data files, text, computer software, images, graphics, photos, video clips, sound, audio files, directories or databases, that are made available on or through the Site.

(g) "you" or "yours" means you, the person or entity who is accessing or viewing the Site.

(h) "we", "us" or "our" means Primen Metals Network S.r.l or PRIMEN and each of its affiliates, subsidiaries and parent companies.

## 12. General

(a) Language

These Terms are drafted in the English language. If these Terms are translated into any other language, the English language version shall prevail.

(b) Assignment

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You may not transfer any of your rights or obligations under these Terms without our express prior written consent. We may transfer our rights or obligations or both to any person or entity, including but not limited to any of our affiliates, without your consent and without notice to you.

(c) Waiver

A failure or delay by us to exercise any right or act upon a breach under these Terms does not constitute a waiver of that right or breach. Any waiver by us of any of our rights or of a breach of these Terms must be in writing, and any such waiver is limited to that particular right or breach stated therein.

(d) Entire Agreement

These Terms contain the entire agreement between you and us and these Terms replace all previous written or oral agreements in relation to the Site, the Site Content, and all other matters addressed in these Terms.

(e) Severability

If any clause within these of these Terms is held to be invalid, illegal or unenforceable by any court or tribunal of competent jurisdiction, such clause will be severed and the remaining clauses within these Terms will continue in full force and effect as if these Terms had been made without the invalid, illegal or unenforceable clause. Each clause and sub-clause herein shall be treated as a separate and independent provision, and the unenforceability of any one clause shall in not impair the enforceability of any of the other clauses in these Terms.

(f) Force Majeure

Without prejudice to the generality of clauses 3 and 8 above, under no circumstances shall we be liable for any delay or failure or disruption in relation to the Site or Site Content resulting directly or indirectly from anything beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, labour disputes, war, riots, civil disturbances, shortages of labour or materials, fires, flood, typhoons, earthquakes, explosions, acts of God, actions or orders issued by governmental or regulatory authorities or any courts or tribunal with applicable jurisdiction, or non-performance of third parties.

(g) Governing Law and Jurisdiction

These Terms are governed by the laws of Italy, and are subject to the exclusive jurisdiction of the courts of Italy.

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