

WEBSITE TERMS OF USE MURRPLASTIK SYSTEMS INC. – STAND: 11/2024

A. Terms of Use Agreement

1. **Read this Terms of Use Agreement ("Agreement") before using www.murrplastik.com/us-en/ (the "Site"). Your access to and use of the Site is subject to this Agreement, and by using any part of the Site, you ("you") agree to these terms and conditions. This Site is owned and operated by Murrplastik Systemtechnik GmbH ("Murrplastik"). For the avoidance of doubt, these terms do not apply to any other Murrplastik website aside from the Site referenced herein.**
2. All content posted to the Site by or at the direction of Murrplastik, including names, images, logos and pictures identifying services or products of Murrplastik or any of its site designs, text, graphics, interfaces, and the selection and arrangements thereof, is licensed by or is the property of Murrplastik protected by intellectual property rights. Any use, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Murrplastik, is strictly prohibited. You agree that you will not use any automatic device, or manual process to monitor or copy any part or all of the Site or the content contained therein without prior written permission of an authorized officer of Murrplastik.
3. Murrplastik and Murrplastik logos and other trademarks are proprietary marks of Murrplastik and may not be used in connection with any product or service that is not provided by Murrplastik, in any manner that is likely to cause confusion among clients, or in any manner that disparages or discredits us. Nothing contained herein shall be construed as conferring any license or right under any Murrplastik patent, copyright, or trademark.

B. Disclaimers

1. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, MURRPLASTIK AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, SHAREHOLDERS AND CONTRACTORS DISCLAIM ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.
2. MURRPLASTIK IS NOT LIABLE FOR ANY DAMAGES YOU SUFFER FROM USE OF THE SITE. THE MATERIALS ON THE SITE ARE PROVIDED "AS IS." MURRPLASTIK MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO, AND SPECIFICALLY DISCLAIMS LIABILITY FOR, THE AVAILABILITY, USEFULNESS, QUALITY, SUITABILITY, TRUTH, ACCURACY, RELIABILITY OR COMPLETENESS OF THE SITE OR ITS CONTENT.
3. MURRPLASTIK MAKES NO WARRANTY OR REPRESENTATION THAT: (a) ACCESS TO THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (b) THE QUALITY OF ANY PRODUCTS, SERVICES, CONTENT, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED FROM THE SITE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS EXCEPT AS EXPLICITLY SET FORTH IN THIS AGREEMENT; or (c) ANY ERRORS IN THE SITE WILL BE CORRECTED.



4. YOU ASSUME ALL RISK FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM USING, ACCESSING, OR OBTAINING ANY CONTENT FROM THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.
5. MURRPLASTIK HAS NO OBLIGATION TO RETAIN ANY DATA OR INFORMATION AFTER THE TERMINATION OF YOUR ACCOUNT. YOU ARE SOLELY RESPONSIBLE FOR THE BACKUP OF ANY AND ALL DATA OR INFORMATION YOU POST OR SUBMIT TO THE SITE AND MURRPLASTIK HAS NO LIABILITY OF ANY KIND FOR ANY LOSS OF DATA OR INFORMATION.

C. Limitation of Liability

1. IN NO EVENT WILL MURRPLASTIK, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, SHAREHOLDERS OR CONTRACTORS BE LIABLE FOR ANY DAMAGES RESULTING FROM USE OF THE SITE, INCLUDING WITHOUT LIMITATION, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE), EVEN IF MURRPLASTIK HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION, DAMAGES DUE TO: (a) THE USE OF OR THE INABILITY TO USE OR ACCESS THE SITE, SERVICES, OR CONTENT; (b) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE, INCLUDING WITHOUT LIMITATION, UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; (c) CONTENT OR INFORMATION YOU MAY DOWNLOAD, USE, MODIFY, RELY ON, OR DISTRIBUTE; OR (d) THE LOSS OF ANY DATA, INFORMATION, OR CONTENT SUBMITTED OR POSTED TO THE SITE.

THIS AGREEMENT DEFINES YOUR SOLE AND EXCLUSIVE REMEDY.

2. TO THE EXTENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PORTIONS OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY.

D. Indemnification

1. You agree to indemnify and hold Murrplastik, its parents, predecessors, subsidiaries, assigns, agents, attorneys, trustees, trusts, trust beneficiaries, directors, partners, joint ventures', stockholders, affiliates, officers and employees, harmless from each and any claim or demand, including but not limited to reasonable attorneys' fees and costs, due to or arising out of your use of the Site, your unsanctioned use or misuse of products or services purchased from Murrplastik, your violation of this Agreement, or your (or other users of the Site using your computer or account) infringement of any intellectual property or any other right of any person or entity.



E. Third party sites

1. Our Site may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that Murrplastik is not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and Murrplastik is not responsible for your use of said third-party sites. Murrplastik encourages you to review said privacy policies of third-parties' sites.

F. Governing law

1. This Agreement is governed by and will be construed according to the substantive law of the Federal Republic of Germany, excluding any principles of conflicts of law. In the event of any dispute or controversy arising from this Site, you consent to the jurisdiction of the courts located in Oppenweiler Germany.
2. This Agreement represents the entire agreement between you and us. No distributor, agent, or other person is authorized to modify this Agreement or to make any warranty or representation which is different than, or in addition to, the warranties and representations of this Agreement.

G. Modifications

1. Murrplastik reserves the right, at any time, to modify, alter, or update this Agreement without prior notice. Modifications shall become effective immediately upon being posted on the Site. Your continued use of the Site or purchases made after amendments are posted constitutes an acknowledgment and acceptance of the Agreement and its modifications. Except as expressly stated herein, this Agreement may not be amended.
2. Murrplastik reserves the right to modify or discontinue the Site with or without notice. Murrplastik shall not be liable to you or any third party should Murrplastik exercise its right to modify or discontinue the Site. You acknowledge and accept that Murrplastik does not guarantee continuous, uninterrupted, or secure access to the Site and operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of Murrplastik's control.

H. Privacy policy

1. Our Privacy Policy explains the practices that apply to your information. The Privacy Policy is fully incorporated herein by reference. Your ongoing use of this Site signifies your consent to the information practices disclosed in Murrplastik's Privacy Policy. You can review the Privacy Policy by clicking on the "Privacy Policy" link located at www.murrplastik.com.
2. Die Haftung von Murrplastik AG ist auf den Preis der bestellten Ware beschränkt und in keinem Fall kann die Murrplastik AG für entgangenen Gewinn des Käufers haftbar gemacht werden.
3. Haftungsansprüche nach Produkthaftungsgesetz bleiben vorbehalten.



I. Miscellaneous

1. If any provision of this Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Agreement and any other agreements referenced herein may be assigned by us, in Murrplastik's sole discretion, to a third party in the event of a merger or acquisition. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement relating to your participation as a Member unless expressly agreed to in writing signed by Murrplastik. You agree that by accepting this Agreement, you are consenting to the use and disclosure of your personally identifiable information and other practices as described in Murrplastik's Privacy Policy.
2. Murrplastik shall not be liable for any actions or failure to act due to causes beyond its reasonable control, or due to acts of god, acts of purchaser, acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, car shortages, and inability due to causes beyond its reasonable control to obtain necessary labor, materials, or processing facilities.
3. You acknowledge and agree that Murrplastik may preserve and disclose any account information and the contents of your online communications if required to do so by law, or in good faith belief that preservation and/or disclosure is reasonably necessary for the following purposes: (a) to comply with legal process, such as a court order, search warrant, or subpoena; (b) to enforce the terms of this Agreement; (c) to render service you request; (d) to protect Murrplastik's rights or property; or (e) in circumstances that Murrplastik deems, in its sole discretion, to pose a threat to the safety of you or others.

