

## Terms of Use for the Website

**Terms of use for the website of MONACOR INTERNATIONAL GmbH & Co. KG, Zum Falsch 36, 28307 Bremen, Germany.**

1. Service provider in terms of § 5 of the German Telemedia Act (TMG) (also compare legal notice):

**MONACOR INTERNATIONAL GmbH & Co. KG  
(hereinafter referred to as "MONACOR INTERNATIONAL")**

HRA Bremen 11830

represented by

**MONACOR INTERNATIONAL GmbH**

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The MONACOR INTERNATIONAL website is subject to the following terms of use and by accessing and using this site, you agree to them and accept them as binding. In case special conditions for individual use of this website deviate from the following terms of use, it will expressly be referred to on the website. For the respective case, the special terms of use will then additionally apply.

The customer accepts the following terms of use when accessing the website of MONACOR INTERNATIONAL. Failure to accept the terms of use will result in the disuse of the services on the website.

Some web pages of the MONACOR INTERNATIONAL website may be password-protected. In the interest of the security of business transactions, access to these pages is available to registered users only. MONACOR INTERNATIONAL reserves the right to deny registration to any user. In particular, MONACOR INTERNATIONAL reserves the right to make certain web pages subject to registration, even those previously freely accessible.

MONACOR INTERNATIONAL is entitled, at any time, to temporarily or permanently deny the customer partial or full access to the services provided by blocking the customer or the IP address/es, in particular if the user has provided false data for the purpose of registration, has violated these terms of use or neglected his/her duty of care with regard to user data or has violated any applicable laws.

Once the customer has been blocked, he/she is no longer entitled to use the website or log in to it again. A disabled customer account cannot be reactivated. There is no entitlement for reactivation.

All rights reserved to MONACOR INTERNATIONAL or in individual cases to third parties. It is prohibited to download, copy or distribute the complete website or any parts thereof.

2. It is prohibited to set up a link on this website without obtaining express prior written consent, even if it serves as a cross reference only. It is prohibited to frame this website or set up a link, in particular an inline link, a hyperlink or a deep link.
3. Although MONACOR INTERNATIONAL makes every endeavour to keep the website free from viruses, MONACOR INTERNATIONAL cannot guarantee a virus-free environment. For his/her own protection, the customer is obliged to install the latest version of an anti-virus program on his/her computer system to protect the PC against any known viruses, to adequately backup data on a regular basis and to protect the computer system against damage using the latest technology.
4. The customer is obliged to avoid all actions which may jeopardise or violate the functionality of the MONACOR INTERNATIONAL website and not to access unauthorised data. Furthermore, the customer must ensure that the data transmitted through this website does not contain any viruses, worms, Trojan horses or other elements which may be harmful to this website. The customer is liable to compensate any losses or damage to MONACOR INTERNATIONAL caused by neglecting these obligations. Furthermore, the customer is liable for any claims made against MONACOR INTERNATIONAL by third parties, including legal fees and expenses, which may arise from the customer's non-compliance with the requirements.
5. In the retailer area, the customer has the right to register authorised users with separate access data. The customer agrees that all data concerning the business relationship can be viewed by the authorised users. The customer agrees to impose any obligations arising from the terms of use on the authorised users. The customer is responsible for the administration of his/her authorised users (creating, changing, deleting). The customer and his/her authorised users are jointly and severally liable for all obligations arising from the business relationship and these terms of use. This particularly applies to orders made by the authorised users.
6. The customer is obliged to keep the access data for the website secure and not to forward the personal access data to third parties. The customer is obliged to log out of the website after every session in order to prevent third parties from accessing the computer. The customer is liable for any damage to MONACOR INTERNATIONAL caused by neglect of these obligations. Furthermore, the customer is liable for any claims made against MONACOR INTERNATIONAL by third parties, including legal fees and expenses, which may arise from the customer's non-compliance with the requirements.  
The customer must immediately notify MONACOR INTERNATIONAL in writing of any loss of the access data or suspicion of misuse.
7. MONACOR INTERNATIONAL does not guarantee accuracy and completeness of the information contained on this website. References and links to websites, databases or services of third parties do not mean that MONACOR INTERNATIONAL identifies themselves with the contents of the references and links. MONACOR INTERNATIONAL is not liable for the contents of the data and information made available there. MONACOR INTERNATIONAL has no influence on the contents behind the link. MONACOR INTERNATIONAL is not liable for any illegal, inaccurate or incomplete contents or any damage caused by using the contents behind the link.

8. The information contained on this website is intended for the German market only. Offers, technology and features of individual products as well as the specifications may vary outside of Germany. MONACOR INTERNATIONAL makes every effort to ensure that this website only contains up-to-date information without any errors. However, no responsibility is accepted for the correctness of the information given on this website.

The pictures on this website sometimes contain optional equipment, accessories or other parts which are not included in the original scope of delivery and are only available at an additional charge. Furthermore, the monitors are only able to reproduce the real colour approximately. Thus, MONACOR INTERNATIONAL reserves the right to make reasonable improvements to the products during current manufacturing and possibly create a new product design without express prior notice. We also reserve the right to make reasonable changes to colours and individual components of the inside configuration or exterior design.

Furthermore, please note that the pictures may only represent similar products or product groups. No responsibility is accepted for the picture to reflect exactly the description of the product. The customer is thus encouraged to coordinate with the customer services from MONACOR INTERNATIONAL.

9. All prices, features and pictures which the customer can find on the website are without obligation. Even though the website is created with due diligence, MONACOR INTERNATIONAL accepts no responsibility for the correctness of the information provided on the website. We are not liable for any damage caused by the direct or indirect use of the website as long as these are not based on intent or gross negligence on behalf of MONACOR INTERNATIONAL. In case of slight negligence, MONACOR INTERNATIONAL only accepts responsibility in case of neglecting essential obligations in which case the claims for damages is limited to foreseeable losses.
10. The Internet is not a secure system. It cannot be guaranteed that third parties cannot obtain information when the data is transmitted to MONACOR INTERNATIONAL. The use of the Internet is at the customer's own risk. Above all, MONACOR INTERNATIONAL does not accept responsibility for failure of the Internet due to technical reasons or denied access to the Internet. Furthermore, MONACOR INTERNATIONAL cannot guarantee a continuous use and functionality of the website. Thus, we are not liable for a continuous availability of the website nor for technical or electronic errors occurring during an order process which we cannot influence and in particular for the delayed receipt of orders. Furthermore, MONACOR INTERNATIONAL is not liable for interference within the mains which has not been caused by us. In case of technical problems, the customer is obliged to contact MONACOR INTERNATIONAL by phone, fax, e-mail or letter.
11. Place of jurisdiction is the business residence of MONACOR INTERNATIONAL, Bremen, Germany. German law shall apply exclusively. The application of the Uniform Law on the International Sale of Goods (CISG) is excluded.
12. MONACOR INTERNATIONAL reserves the right to make modifications to these terms of use and to match these to technical and lawful developments. An invalid term will be replaced by a valid term which comes closest to the commercial purpose of the invalid term. Same applies to any omissions in these terms of use.