

# Terms of Use

(as of June 1, 2017)

## 1. Scope

- 1.1 Welcome to [www.ad-precision.ca](http://www.ad-precision.ca). The use of this Web Site provided by A&D Precision Ltd. ("A&D") and any use of this Web Site provided by A&D and/or its affiliates is subject to these Terms of Use and forms a legal agreement between you and A&D. These Terms of Use may be amended, modified or replaced by other terms and conditions, e.g. for the purchase of products and services. With log-in, or where a log-in is not required, in accessing or using the A&D Web Site these Terms of Use are accepted in their then current version.
- 1.2 This agreement contains disclaimers of liability and other terms that affect your rights. **By using the Website, you agree to these Terms. If you do not or cannot understand and agree to these Terms, you cannot use the Website.**
- 1.3 In the case of Web offers aimed at companies or public enterprises, such companies or enterprises are represented by the user and must assume that the user has appropriate knowledge and acts accordingly.
- 1.4 Please be sure to also review our [Privacy Policy](#), which governs collection, use and disclosure of any personal information you may provide.

## 2. Services

- 2.1 This A&D Web Site contains specific information and software, as well as - as the case may be - related documentation, for viewing or downloading.
- 2.2 A&D may stop the operation of the A&D Web Site in full or in part at any time. Due to the nature of the internet and computer systems, A&D cannot accept any liability for the continuous availability of the A&D Web Site.

## 3. Registration, Password

- 3.1 Some pages of the A&D Web Site may be password protected. In the interest of safety and security of the business transactions, only registered users may access said pages. A&D reserves the right to deny registration to any user. A&D particularly reserves the right to determine certain sites, which were previously freely accessible, subject to registration. A&D is entitled, at any time and without obligation to give reasons, to deny the user the right to access the password-protected area by blocking its User Data (as defined below), in particular if the user:
  - Uses false data for the purpose of registration;
  - Violates these Terms of Use or neglects its duty of care with regard to User Data;
  - Violates any applicable laws in the access to or use of the A&D Web Site; or
  - Did not use the A&D Web Site for a longer period.
- 3.2 For registration the user shall give accurate information and, where such information changes over time, update such information (to the extent possible: online) without undue delay. The user shall ensure that its e-mail address, as supplied to A&D, is current at all times and an address at which the user can be contacted.
- 3.3 Upon registration the user will be provided with an access code, comprising of a user ID and a password ("User Data"). On first access the user shall promptly change the password received from A&D into a password known only to the user. The User Data allows the user to view or change its data or, as applicable, to withdraw its consent to data processing.
- 3.4 The user shall ensure that User Data is not accessible by third parties and is liable for all transactions and other activities carried out under its User Data. At the end of each online session, the user shall log off from the password protected Web Site s. If and to the extent the user becomes aware that third parties are misusing its User Data the user shall notify A&D thereof without undue delay in writing, or, as the case may be, by e-mail.
- 3.5 After receipt of the notice under paragraph 3.4, A&D will deny access to the password-protected area under such User Data. Access by the user will only be possible again upon the user's application to A&D or upon new registration.
- 3.6 The user may at any time request termination of its registration in writing, provided that the deletion will not violate the proper performance of contractual relationships. In such event A&D will remove all User Data and other stored personally identifiable data of the user as soon as the data is no longer needed.

#### **4. Rights of Use to Information, Software and Documentation**

4.1 You agree to access the Website using only the interfaces that we provide. You may not access the Website by any automated means, including scripts, bots, spiders, etc. You may not attempt to collect or index content or data from the Website using scripts or other automated means.

**4.2 You may not reproduce content from the Website on other websites, or present our content in HTML "frames" or by similar means. You agree not to attempt to hack, disrupt, gain unauthorized access to, or interfere with the Website, any associated networks or servers, or another user's account.**

4.3 You may view and print pages from the Website for your own personal use, provided that you do not alter the content and provided that all copyright and trademark notices are included along with **prior written permission from A&D**. A&D reserves the right to change any aspect of the Website, including the right to refuse or remove any content, whatever the source, at any time without any notice or liability to you.

4.4 The use of any information, software and documentation made available on or via this A&D Web Site is subject to these Terms of Use or, in case of updating information, software or documentation, subject to the applicable license terms previously agreed to with A&D. Separately agreed to license terms, for example software downloads, shall prevail over these Terms of Use.

4.5 A&D grants the user a non-exclusive and non-transferable license, which may not be sublicensed, to use the information, software and documentation made available to the user on or via the A&D Web Site to the extent agreed, or in the event of no such agreement to the extent of the purpose intended by A&D in making same available.

4.6 Software shall be made available at no expense in object code. There shall be no right for the source code to be made available. This shall not apply to source code related to open source software, which license conditions take priority over these Terms of Use in the case of transfer of open source software and which conditions require the making available of the source code. In such case A&D shall make the source code available in return for the payment of costs.

4.7 Information, software and documentation may not be distributed by the user to any third party at any time nor may it be rented or in any other way made available. Unless such is allowed by mandatory law, the user shall not modify the software or documentation nor shall it disassemble, reverse engineer or decompile the software or separate any part thereof. The user may make one backup copy of the software where necessary to secure further use in accordance with these Terms of Use.

4.8 The information, software and documentation are protected by copyright laws as well as international copyright treaties as well as other laws and conventions related to intellectual property. The user shall observe such laws and in particular shall not modify, conceal or remove any alphanumeric code, marks or copyright notices neither from the information nor from the software or documentation, or any copies thereof.

#### **5. Intellectual Property**

**5.1 Notwithstanding the particular provisions in Section 4 of these Terms of Use, information, brand names and other contents of the A&D Web Site may not be changed, copied, reproduced, sold, rented, used, supplemented or otherwise used in any other way without the prior written permission of A&D .**

**5.2 Except for the rights of use and other rights expressly granted herein, no other rights are granted to the user nor shall any obligation be implied requiring the grant of further rights. Any and all patent rights and licenses are expressly excluded.**

**5.3 A&D may, without charge, use any ideas or proposals stored by a User on the A&D Web Sites for the development, improvement and sale of its products.**

**5.4 All rights in the design, source code, and appearance of the Website, and all of the materials and content made available through the Website are owned by or licensed to A&D. These materials are protected by law against unauthorized copying and reproduction. Any unlicensed use, reproduction or distribution any of this proprietary material is expressly prohibited. Trade-marks appearing on the Website are owned or licensed by A&D or its affiliates, or are owned by third parties. You may not use or display these trade-marks except as may be required in order to make use of the Website in accordance with these Terms. The display of any trade-marks on the Website does not imply that a license has been granted for any further use.**

#### **6. Duties of the User**

6.1 In accessing or using the A&D Web Site the user shall not

- harm other persons, in particular minors, or infringe their personal rights;
- breach public morality in its manner of use;
- violate any intellectual property right or any other proprietary right;
- upload any contents containing a virus, so-called Trojan Horse, or any other program that could damage data;
- transmit, store or upload hyperlinks or contents to which the user is not entitled, in particular in cases where such hyperlinks or contents are in breach of confidentiality obligations or unlawful; or
- distribute advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects or similar material and the user shall not solicit or request the participation in any lottery, snowball system, chain letter, pyramid game or similar activity.

6.2 A&D may deny access to the A&D Web Site at any time, in particular if the user breaches any obligation arising from these Terms of Use.

## **7. Hyperlinks**

The A&D Web Site may contain hyperlinks to the web pages of third parties. A&D shall have no liability for the contents of such web pages and does not make representations about or endorse such web pages or their contents as its own, as A&D does not control the information on such web pages and is not responsible for the contents and information given thereon. The use of such web pages shall be at the sole risk of the user.

## **8. Liability for defects of title or quality**

8.1 Insofar as any information, software or documentation is made available at no cost, any liability for defects as to quality or title of the information, software and documentation especially in relation to the correctness or absence of defects or the absence of claims or third party rights or in relation to completeness and/or fitness for purpose are excluded except for cases involving wilful misconduct or fraud.

8.2 The information on the A&D Web Site may contain specifications or general descriptions related to the technical possibilities of individual products that may not be available in certain cases (e.g. due to product changes). The required performance of the product shall therefore be mutually agreed in each case at the time of purchase.

## **9. Other Liability, Viruses**

9.1 The liability of A&D for defects in relation to quality and title shall be determined in accordance with the provisions of Section 8 of these Terms of Use. Any further liability of A&D is excluded unless required by law, or in cases of wilful misconduct, gross negligence, personal injury or death, failure to meet guaranteed characteristics, fraudulent concealment of a defect or in case of breach of fundamental contractual obligations. The damages in case of breach of fundamental contractual obligations is limited to the contract-typical, foreseeable damage if there is no wilful misconduct or gross negligence.

9.2 Although A&D makes every endeavour to keep the A&D Web Site free from viruses, A&D cannot make any guarantee that it is virus-free. The user shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation.

9.3 Sections 9.1 and 9.2 do not intend nor imply any changes to the burden of proof to the user's disadvantage.

## **10. Export Controls**

10.1 The export of certain information, software and documentation may, e.g. due to its nature or intended use or final destination, be subject to authorization. The user shall strictly conform with the export regulations for information, software and documentation, in particular with those of Canada and the EU as well as the individual EU member states and the USA.

## **11. Data Privacy Protection**

For collection, use and processing of personally identifiable data of the user of the A&D Web Site, A&D shall comply with applicable laws on data privacy protection and the A&D Web Site Privacy Policy and Privacy Code which is available at [www.ad-precision.ca](http://www.ad-precision.ca)

## **12. INDEMNITY**

12.1 You hereby agree to indemnify, defend and hold harmless A&D and its partners, members, shareholders, officers, directors, employees, consultants, service providers, and agents from any and all claims, liability, damages or costs they incur arising as a result of your misuse of the Website, your violation of these Terms, or your infringement of any intellectual property or other right of A&D or any person or entity.

## **13. CONFIDENTIALITY**

13.1 The Internet is not a secure means of communication. The privacy, integrity and authenticity of any communication over the Internet cannot be ensured. A&D is not responsible for any damages you may suffer if you communicate confidential information over the Internet or if A&D communicates such information to you at your request.

## **14. Supplementary Agreements, Place of Jurisdiction, Applicable Law**

14.1 Any supplementary agreement requires the written form.

14.2 The place of jurisdiction shall be Toronto, Ontario.

14.3 The individual pages of the A&D Web Site are operated and administered by A&D Precision Limited and/or its affiliates. The pages comply with the law applicable in the country where the responsible company has its business residence. A&D makes no representation that information, software and/or documentation on the A&D Web Site are appropriate or available for viewing or downloading at locations outside such country. If users access A&D Web Site from outside such country, they are exclusively responsible for compliance with all applicable local laws. Access to A&D Web Site's information, software and/or documentation from countries where such content is unlawful is prohibited. In this case and where user seeks to do business with A&D, the user should contact the A&D representative for the particular country for country specific business.

14.4 These Terms of Use shall be governed by - and all disputes relating to or in connection with these Terms of Use or their subject matter shall be resolved in accordance with the laws of Ontario and the laws of Canada applicable herein, to the exclusion of its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sales of Goods (CISG) of 11 April 1980 is excluded.