

Rubax Lifts Ltd

Online Terms and Conditions

Last updated May 2018



Thank you for visiting our website and your interest in our products and services. Rubax Lifts Ltd is a subsidiary of the Schindler Group and our company website is (one of) the Schindler Group websites ("**Sites**") of Schindler Holding Ltd. and/or its affiliates ("**Schindler**").

1. Introduction

Access to and use of any of the Sites of Schindler is subject to the following legal Rubax Lifts Ltd online terms and conditions ("Online Terms and Conditions"), our Rubax Lifts Ltd Online Privacy and Rubax Lifts Ltd Cookie Policy and all applicable laws.

2. Access and Acceptance

By accessing and browsing the Sites you accept, without limitation or qualification, these Online Terms and Conditions. You may only use the Sites and its services if you abide by all applicable laws and to these Online Terms and Conditions. If you do not agree to these Online Terms and Conditions, do not proceed further to the Sites.

Rubax Lifts Ltd and Schindler do not guarantee that its Sites, or any content on it, will always be available or be uninterrupted. Access to our Sites is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Sites without notice. We will not be liable to you if for any reason our Sites are unavailable at any time or for any period. We cannot take responsibility for information transmitted via the Sites and we cannot guarantee that any electronic commerce or communication is totally secure.

3. Purpose of the Sites

The content and information posted on the Sites are provided as information to interested persons and may be used for informational purposes only. Information on products and services may pertain to limited geographic areas and markets. A reference to a product or service on the Sites does not imply that such product or service is, remains or will be available in your location.

4. Your use of the Sites

You may use our Sites only for lawful purposes. You may not use our Sites: in any way that breaches any applicable law or regulation; in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; for the purpose of harming or attempting to harm minors in any way; to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Online Terms and Conditions; to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, spyware, adware or any other harmful programs or similar computer code designed to adversely affect or otherwise jeopardize the operation of any computer software or hardware or the Sites.

You must not attempt to gain unauthorized access to the Sites, the server on which our Sites are stored or any server, computer or database connected to the Sites.

You also agree not to reproduce, duplicate, copy or re-sell any part of our Sites in contravention of the provisions of these Online Terms and Conditions; not to access without authority, interfere with, damage or disrupt any part of our Sites, any equipment or network on which our Sites are stored, any software used in the provision of our Sites or any equipment or network or software owned or used by any third party.

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5. No Offer

None of the content and information posted on the Sites may be deemed to constitute an offer by Rubax Lifts Ltd. Rubax Lifts Ltd expressly reserves the right to decline any request made on the basis of the content of the Sites for a tender by Rubax Lifts Ltd. Orders for Rubax Lifts Ltd or Schindler products cannot and may not be placed over the Sites.

6. No Liability

Any liability of Rubax Lifts Ltd and Schindler for damages due to or in connection with accessing and/or making use of the Sites is excluded to the broadest extent permitted by law.

Under no circumstances shall Rubax Lifts Ltd or Schindler have any liability for any incidental, indirect or consequential damage, loss of profit, anticipated savings, loss of data, business interruption, loss of goodwill, claims of third parties, delay damage or punitive damages.

In particular Rubax Lifts Ltd and Schindler shall have no liability or any responsibility whatsoever for any loss suffered or caused by viruses that may infect your computer equipment or other property by reason of your use of, access to or downloading of any material from the Sites. If you choose to download material from the Sites, you do so at your own risk.

7. No Warranty

While Rubax Lifts Ltd and Schindler use reasonable efforts to ensure that the content and information is accurate and up to date, it may contain inaccuracies or typographical errors. The content and information posted on the Sites is provided to you "as is" and "as available" without warranties or representations of any kind. Rubax Lifts Ltd and Schindler disclaim and exclude any express or implied warranties or representations, including any warranties as to merchantability or fitness for a particular purpose of the Sites to the broadest extent permitted by law.

In particular, Rubax Lifts Ltd and Schindler make no warranties or representations, express or implied, as to the timeliness, accuracy, quality, completeness or existence of the content and information posted on the Sites.

In particular, Rubax Lifts Ltd and Schindler make no warranties or representations, express or implied, for technical accessibility, fitness or flawlessness of the Sites.

In particular, Rubax Lifts Ltd and Schindler make no warranties or representations that your use of content and information posted on the Sites will not infringe rights of third parties.

8. Reservation on Intellectual Property Rights

The protection of the Sites and of their content by copyright or other laws remains reserved. Schindler is the owner or the licensee of all intellectual property rights in our Sites and in the material published on it. Those works, trademarks, logos, service marks and business names displayed on the Sites are registered and protected by copyright laws and treaties around the world.

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9. Links to other websites

The Sites may contain third party content or provide links to other websites. Rubax Lifts Ltd and Schindler have no control over such websites and you access third-party websites at your own risk. The links from the Sites to other websites are provided for your information and convenience only. Rubax Lifts Ltd and Schindler have not reviewed any third-party webpages and websites which contain links to the Sites. Rubax Lifts Ltd and Schindler are not responsible for the content of any such off-site webpages or any other websites linked to the Sites.

Rubax Lifts Ltd and Schindler are not responsible for the availability of such external websites and resources and does not endorse and is not responsible or liable for any content, products or other materials available from such websites. Framing, deep-linking, scraping, etc. of any of the Sites is not permitted and Rubax Lifts Ltd and Schindler have no liability for such actions. For further details please refer to our Rubax Lifts Ltd Online Privacy Policy.

10. Rubax Lifts Ltd Online Privacy Policy

The Internet is generally not a secure environment. You acknowledge that the Internet is an open network and can be accessed by anybody. Rubax Lifts Ltd treats personal data in accordance with applicable data protection laws. For further details please refer to our Rubax Lifts Ltd Online Privacy Policy.

11. Rubax Lifts Ltd Cookie Policy

We collect information about your usage of the Sites by using cookies. For further information about cookies and details about your choice to consent to their use or disable them, please refer to our Rubax Lifts Ltd Cookie Policy.

12. Specific Terms of Use

Access to or use of certain pages or parts of the Sites may be subject to specific terms of use. Different terms shall complement one another. In case of a conflict, specific terms of use shall take precedence over these Online Terms and Conditions.

13. Revisions to the Online Terms and Conditions

Rubax Lifts Ltd may in any way, at any time, for any reason, without prior notice and at its discretion modify, add or remove or otherwise update these Online Terms and Conditions. You agree to such changes, and are bound by the revised Online Terms and Conditions, when you use the Sites.

14. Consequences of Breach

If we become aware that you have violated these Online Terms and Conditions, we may immediately take corrective action, including preventing you from using the services offered by Rubax Lifts Ltd and Schindler and removing any information, data and content put on the Sites by you, at any moment and without notice. If we have suffered damage(s) by your violation we may, in our sole discretion, seek to recover damages from you.

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15. Applicable Law and Place of Jurisdiction

Subject to compulsory legal provisions, any use of the Sites and all legal disputes arising out of or in connection therewith shall be submitted to the exclusive jurisdiction of the courts of England, Northern Ireland, Scotland and Wales.

16. How to contact us

If you have any questions or comments regarding this Online Terms and Conditions please contact us at:

c/o Schindler Ltd, 205 Brooklands Road, Weybridge, Surrey, KT13 0BG

Phone: +(44) ((0)1932) (758100)

Email: onlineterms.gb@schindler.com