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## Terms of Use of [www.ronal-wheels.com](http://www.ronal-wheels.com)

Your use of this website and its applications is subject to the terms set out below. Please read these terms carefully. **Your continued use of this website means that you agree to the terms below without any reservations.**

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### 1. Scope of Application

- 1.1 These Terms of Use shall apply to the use of this website and all websites linked to it ("**Website**") of RONAL AG, Lerchenbühl 3, 4624 Härkingen, Switzerland and its subsidiaries ("**RONAL**"). Any individual agreements you enter into with RONAL shall prevail over these Terms of Use.
- 1.2 These Terms of Use shall not govern the processing of your data by RONAL. However, RONAL would like to make you aware of the fact that by using this Website you agree to the collection and processing of your data according to RONAL's Privacy Policy. In certain sections of this Website you will be asked to expressly reiterate your consent to the Privacy Policy by clicking the respective confirmation box and/or to agree to RONAL's general contract terms. These provisions shall prevail over these Terms of Use. Nevertheless, these Terms of Use shall continue to apply subsidiarily.

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### 2. Purpose of the Website

On the Website, RONAL informs you about RONAL and the products and services offered by RONAL. This Website is for informational purposes only. Any and all information published on this Website represents no offer by RONAL.

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### 3. Your Rights of Use

- 3.1 Your rights of use to this Website shall be limited to accessing and viewing this Website and using the applications provided by this Website. Access data provided to you by RONAL for using certain applications of this Website is for your exclusive use only and must be treated as confidential.
- 3.2 Beyond that, you shall not hold any rights of use to this Website. In particular, you may not
- modify, copy, perform, license, publish, upload, forward or otherwise make accessible contents available on this Website (such as e.g. texts, photographs, documents, marks, trademarks, designs, presentations, software, videos or know-how) without the prior express consent of RONAL or the respective copyright holder. However, you may of

course use the Website's contents for your own private use within the scope of the applicable intellectual property right regulations;

- transmit contents with viruses, so-called Trojan horses or other programs that may harm or interfere with the functioning of this Website; or
- enter contents in applications of this Website which are false or which you are not authorised to use.

3.3 Should any contents of this Website infringe upon your rights, you have the right to request that RONAL to remove these contents. Please contact RONAL in this respect. It shall be in RONAL's sole discretion to decide whether an infringement of rights has occurred and whether a removal of contents is required or not.

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#### **4. No Warranties or Representations**

Any and all information on this Website is provided "as is", without any implicit or explicit representations or warranties.

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#### **5. Exclusion of Liability**

To the extent permitted by applicable law RONAL shall exclude any and all liability for any kind of loss or damage that you may incur by using this Website. In particular, RONAL shall not assume any liability for loss or damage resulting from the following situations:

- if a user's own information or any third-party information accessible on the Website is not up-to-date, complete, accurate or reliable;
- with respect to contents of linked websites which are not operated by RONAL;
- in case of technical errors and malfunctions of the Website;
- if there are any viruses or other malicious software (malware);
- in the event of any infringements of third-party intellectual property rights.

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#### **6. Unilateral Modification Right**

6.1 RONAL reserves the right to unilaterally modify, update or supplement the Website and to restrict or terminate your access to this Website or certain features of this Website at any time without giving any reasons and without notifying you.

- 6.2 In addition, RONAL reserves the right to unilaterally modify these Terms of Use at any time. If any modifications are made they shall be effective from the date the revised terms are posted on this Website. If you continue to use this Website after the revised terms have been posted, you will be deemed to have accepted the modifications made to these Terms of Use.

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**7. Place of Jurisdiction and Applicable Law**

- 7.1 Any rights and obligations of the parties resulting from the use of the Website shall be exclusively governed by Swiss law to the exclusion of conflict of law provisions.
- 7.2 The place of jurisdiction shall be Härkingen, Switzerland (Judge's Office of Thal-Gäu in Balsthal, Switzerland). If you qualify as a consumer according to applicable Swiss law, you may additionally bring legal action before any other competent court.

**Updated on: 09/2017**