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# **Terms & Conditions**



### **Terms and Conditions Electrolux of Macedonia**

#### License

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You might be required to open an account to be able to access certain restricted parts of the Site. In such event you must complete the registration process by providing us with complete and accurate information as stated in the applicable registration form. You will also be required to choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under said account. You agree to notify ELECTROLUX immediately of any unauthorized use of your account or any other breach of security.



ELECTROLUX will not be liable for any loss that you may incur as a result of someone else using your password or account.

#### **User warranties**

You represent and warrant that you will use the Site in compliance with this Agreement including the laws and provisions under this Agreement and to comply with all existing and future Site policies and rules. You agree that you will not use the Site to: (a) transmit spam or unsolicited communications; (b) pretend to be ELECTROLUX or someone else; (c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site; (d) misrepresent your affiliation with a person or entity; (e) act in a manner that negatively affects other users' ability to use the Site; (f) engage in activities that would violate any applicable law, (g) post or transmit any material which violates or infringes in any way upon the rights of others or which is unlawful, abusive, defamatory, vulgar or otherwise objectionable or which contains any advertising or solicitation with respect to products or services or (h) collect or store personal data about other users unless specifically authorized by such users. If you do not comply with the aforesaid, you may not use the Site, ELECTROLUX shall not be legally bound by this Agreement, and reserves all its legal rights in relation to such non-compliance.

You further agree to defend, indemnify and hold harmless ELECTROLUX, its affiliates and their respective officers, directors and agents from and against all claims and expenses, including attorney fees, arising out of the use of this Site.

### Changes

ELECTROLUX reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement in whole or in part, at any time. Changes in this Agreement will be effective when notice of such change is posted on the Site. Your continued use of the Site after any change to this Agreement are posted will be considered acceptance of those changes.

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### Information provided by you

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### Security

You may not: (a) use any device or software capable of interfering with the operation of the Site; or (b) take any action, which imposes a disproportionately large or unreasonable load upon the infrastructure of the Site (such as sending mass emails - "spamming"), or (c) interfere or tamper with the software of the Site or the functionality thereof. This includes putting material on the Site, which is infected with viruses, Trojan horses, time bombs or other elements that may damage or interfere with the programming structure of the Site.

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### **Exclusion of implied warranties.**

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### **Limitation of liability**

IN NO EVENT SHALL ELECTROLUX BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS,



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### **Duty to mitigate losses.**

Without prejudice to limitation of liability set forth herein, you shall take all reasonable steps to mitigate your loss arising in relation to any claim or action (whether for negligence, breach of contract or otherwise), which you may bring against ELECTROLUX.

#### **Notices**

All references to "writing", "notices", and "notification" and all similar ends related expressions shall cover electronic methods of communication (for instance, e-mail <u>electrolux@t-home.mk</u>) provided that the party relying on the communication retains acceptable evidence that the communication was sent and received.

### **Exclusive remedy**

If ELECTROLUX does not comply with its undertakings under this Agreement, it shall either correct the non-compliance or, at its option, terminate this Agreement by prior notice, posted on this web site, to you. To the maximum extent permitted by law, this clause expresses your sole and exclusive remedy in relation to non-compliance by ELECTROLUX.

### Whole agreement and severability

This Agreement constitutes the entire agreement between ELECTROLUX and you with respect to your use of the Site. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Agreement or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.

### Third Party rights.

Except as expressly provided in this Agreement, a person who is not a party to this Agreement may not enforce any of its terms.



#### Jurisdiction Statement.

This Site is controlled, operated and administered by ELECTROLUX from its offices in Macedonia. ELECTROLUX makes no representation that materials at this Site are appropriate or available for use at other locations outside of Kingdom Macedonia and access to them from territories where their contents are illegal is prohibited. If you access this Site from locations outside of Kingdom Macedonia , you are responsible for compliance with all local laws. The laws of the Kingdom of Macedonia shall govern this Agreement, without giving effect to its conflict of laws provisions. The Bitola District Court shall have exclusive jurisdiction in the first instance on any dispute arising from this Agreement.

## **Electrolux Made in Macedonia**

