

## Smart Portal Terms & Conditions



Smart Portal Terms and Conditions Access to and use of the Atlas Copco Smart Portal website is subject to these terms and conditions (the Smart Portal Terms and Conditions'). BY LOGGING INTO OR USING THE WEBSITE, YOU SIGNIFY YOUR ACCEPTANCE OF THESE SMART PORTAL TERMS AND CONDITIONS, INCLUDING THE 'CONDITIONS FOR SUPPLY OF PRODUCTS ORDERED THROUGH THE WEBSITE' (SECTION 3 BELOW). If you do not accept these Smart Portal Terms and Conditions, you must not use the Website. These Smart Portal Terms and Conditions shall prevail over any additional or conflicting written or oral term unless such additional or conflicting term is agreed upon in writing and signed by a duly authorized sales officer of the Atlas Copco company you are dealing with.

**1. Definitions.** For purposes of these Smart Portal Terms and Conditions, the following definitions shall apply: (a) 'Atlas Copco', 'we', 'us', or 'our' means the legal entity within the Atlas Copco Group that (i) provides one or more User Names or Passwords to User for access to the Website; (ii) posts Website content, information, or data that is accessible to User through one or more User Names or Passwords; and/or (iii) sells products to User in connection with User's placement of orders through the Website; (b) 'User' or 'you' means any person, entity or organization that uses any User Name or Password to access the Website or any part thereof; (c) 'Website' means all interfaces, functionality, code, materials, files, graphics, images, information, data, and other content directly associated with the website that is located at

Estonia > <https://www.atlascopco.com/en-ee/itba/products>

Latvia > <https://www.atlascopco.com/en-lv/itba/products>

Lithuania > <https://www.atlascopco.com/en-lt/itba/products>

No third-party website or content therein shall be considered part of the Website.

**2. Responsibility or Liability for Website Content or Acts or Omissions.** The Atlas Copco Group consists of a number of legal entities, each responsible for its own business and products. The content, information, and data in the Website are posted by various such legal entities. User accepts that responsibility and liability for any specific Website content, information, or data, or any act or omission, shall be limited to the legal entity that posted such specific content, information, or data on the Website, or directly engaged in such specific act or omission. Without in any way limiting the generality of the foregoing, no legal entity that provides, leases, or subscribes to any servers or web-hosting service, registers or owns any domain name, and/or provides technical support or administrative services to any other legal entity in connection with the Website shall by reason of any such act be responsible or liable for any content, information, or data in the Website or for any other legal entity's acts or omissions.

**3. Conditions for Supply of Products Ordered through the Website.** The supply of products ordered through the Website shall be governed by the most current 'General Conditions for the Supply of Mechanical, Electrical and Electronic Products' as published by ORGALIME (The link will be available once you are logged in. For more info or questions about this text, please contact your local administrator), except if, at the time that User submits an Order for a particular product, (i) there is a written agreement between User and the relevant Atlas Copco sales company and which is applicable to the sale of such particular product; or (ii) the relevant Atlas Copco sales company has posted terms and conditions for sale of products in the Customer Service Area of the Website, in which case such terms and conditions shall govern the supply of products ordered through the Website.

**4. Acceptance / Acknowledgement.** If Atlas Copco accepts User's Order, Atlas Copco will send an acknowledgement ('Acknowledgement') to User and/or deliver the products to User. Such Acknowledgement and/or delivery of products shall have the effect that a sales agreement between Atlas Copco and User has been concluded in accordance with these Smart Portal Terms and Conditions, as modified by any deviation contained in the Acknowledgement and/or delivery. Obvious mistakes shall be disregarded. An Acknowledgement shall not constitute an invoice. Unless agreed in writing by the parties, invoices shall be sent via regular mail or fax.

**5. Prices Exclusive of Tax.** Unless agreed in writing by the parties, all prices presented on the Website are exclusive of VAT or other taxes. User shall pay all applicable taxes in accordance with applicable laws and regulations.

**6. Product Availability and Pricing.** Although Atlas Copco attempts to accurately state prices, availability, and other information on the Website, the Website could contain typographical errors and incorrect information regarding availability, price, or other data. Products and/or services listed on the Website may not be available. Price and availability of information, materials, products and/or services is subject to change without notice.

**7. Disclaimer of Warranty; Limitation of Liability.** Atlas Copco PROVIDES ACCESS TO AND USE OF THE WEBSITE 'AS IS' AND 'AS AVAILABLE' WITH NO WARRANTIES OR REPRESENTATIONS WHATSOEVER, INCLUDING BUT NOT LIMITED TO RELIABILITY, FUNCTIONALITY, UPTIME, NON-INFRINGEMENT, OR SECURITY OF THE WEBSITE, OR ACCURACY OR COMPLETENESS OF ANY INFORMATION ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO ANY PRODUCT OR SERVICE SPECIFICATION, AVAILABILITY, PRICES, AND OTHER DATA. USER ASSUMES TOTAL RESPONSIBILITY AND ALL RISK FOR ACCESS TO OR USE OF THE WEBSITE. Atlas Copco DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IT IS USER'S RESPONSIBILITY TO EVALUATE THE

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**8. Modification of these Smart Portal Terms and Conditions.** Atlas Copco may at any time modify these Smart Portal Terms and Conditions. User's access to or use of the Website constitutes acceptance of such modified Smart Portal Terms and Conditions.

**9. Modification or Termination of User's Access to the Website.** Atlas Copco may at any time temporarily or permanently modify or terminate in whole or in part User's ability to access or use the Website or any part thereof.

**11. Modification of the Website.** Atlas Copco may at any time temporarily or permanently update, modify, change, or terminate any or all functions, content, information, data or any other aspects of the Website.

**12. Allowable Use of the Website / Indemnification for Violation of Law.** User's access to and use of the Website is allowed only in connection with User's ordinary course of business in accordance with these Smart Portal Terms and Conditions and applicable local, national, and international laws and regulations ('Applicable Law'). Any other use is prohibited. If access to or use of the Website by User violates or infringes any Applicable Law, User is not authorized to access or use the Website and must exit immediately. User's access to or use of the Website constitutes User's representation that User's access and use of the Website does not violate any Applicable Law, and Atlas Copco may rely upon such representation. If any Atlas Copco legal entity incurs any loss, damage, expense, liability, or fee, including reasonable attorney fees (collectively 'Loss') as a result of any violation of Applicable Law by User, User shall indemnify such legal entity for any such Loss to the extent caused by User.

**13. Personally Identifiable Information.** If User provides any personally identifiable information (including but not limited to name, email address, etc.) to Atlas Copco in connection with access to or use of the Website, User consents to Atlas Copco's transfer of such information to other countries, including within or outside of the European Economic Area. Please see Privacy Policy for additional information.

**14. Arbitration and Applicable Law.** Unless agreed in writing by the parties, any dispute arising in connection with these Smart Portal Terms and Conditions or the Website shall be arbitrated in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said rules. The arbitration shall take place where the relevant Atlas Copco legal entity is physically located, and such jurisdiction's substantive law shall be applied. Irrespective of the above, Atlas Copco may use the regular courts where User has its domicile for credit collection.

**15. Trade Compliance Clause.** Any quotation is legally binding upon us only after you have received a written acceptance from us of any order from you based on that quotation and we can at any point in time withdraw our quotation. By placing the order, you certify that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law. Furthermore, you certify that you will comply with applicable local and international foreign trade and customs requirements and any embargos or other sanctions. You shall immediately notify us in writing of any breach or suspected breach of this obligation. We shall not be obligated to fulfill a binding order or agreement or any part thereof or related to it, nor shall we be liable for its non-fulfillment, if such fulfillment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions. We shall have the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfillment is prevented by any impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions. You shall indemnify us for any direct or indirect damages arising in consequence of any breach of this obligation.

**16. Miscellaneous.** If any term in these Smart Portal Terms and Conditions is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. The headings in these Smart Portal Terms and Conditions have been inserted solely for convenience of reference, and shall not be considered in interpreting these Smart Portal Terms and Conditions.