

MechaTronix – Terms and Conditions E-commerce

MECHATRONIX TERMS AND CONDITIONS E-COMMERCE

1. Access

- 1.1. MechaTronix provides its clients and its staff with access to the "private part of the website" by giving them unique login details (username and password, also known as login accounts). Login accounts are awarded rights. These rights are distributed by the person allocated by the client to the appropriate employees.
- 1.2. The "private part of the website" allows MechaTronix and its clients to enter into agreements. This includes agreements where products are sold to the client and where information about the products is provided.
- 1.3. Placing orders on MechaTronix' "private part of the website" entails the client accepting and committing to the terms and conditions stated here.
- 1.4. It is the client's responsibility to protect their login data (username and password; also known as a login account) and to not provide this information to any third parties. The clients and staff are responsible for their login data and the rights that have been conferred to a login account. The client is also responsible for managing their employee's login accounts.
- 1.5. MechaTronix retains the right to block or delete a login account without notifying the owner if they have proof of improper use or suspect it.

2. Proof and realization

- 2.1. An agreement on the "private part of the website" is entered into following written confirmation of an order via the "private part of website" linked to MechaTronix' client.
- 2.2. Written confirmation can also be an electronic message. Proof that this message has been sent to the client is also proof that the client has received their statement.
- 2.3. MechaTronix and the client agree that in cases of a dispute regarding the electronic registration of a sent or received message, or the reproduction of this registration; this registration will be seen as legal proof for the facts contained therein, unless the contrary is proven to the extent that the governing national law permit this.
- 2.4. MechaTronix retains the right to not fulfil an order if there are strong reasons to do so. These reasons include: insufficient budget, incorrect or incomplete information, mutilation, delay and digressions as well as unauthorized notification, changes and/or sending of an order.
- 2.5. The client recognizes that each purchase order, placed via the website, which state the client's login data (username and password; also known as a login account) is viewed as a valid and binding purchase order and, to clearly state the matter, is viewed as the equivalent of a signed purchase order.
- 2.6. The client is obliged to provide relevant data in the correct form. This includes address and e-mail data. The client shall also immediately inform MechaTronix of any changes to this data.

3. Liability

- 3.1. The information and images on MechaTronix' website are always with reservation. No rights can be derived by the client. All actions and deeds performed by the client based on this information are at the client's own risk.
- 3.2. Some of the references on MechaTronix' website refer to third party sources. MechaTronix has no control over these sources and can therefore not be held liable for their contents.
- 3.3. MechaTronix can not be held liable for any direct and/or indirect consequences or damages resulting from the client not being able to access information or not being able to use the option to place orders via the "private part of the website".
- 3.4. The client recognizes that MechaTronix cannot guarantee the safety on the internet, or prevent the picking up and fraudulent use of data which is sent to MechaTronix by the client using the correct login data (username and password; also known as a login account). In addition, MechaTronix retains the right to view data which has been sent as factual regardless of the form in which this data has been received.

4. Brands and electronic content

- 4.1. Any data which has been made available to the client is intended for their use alone. The client is prohibited from making this data available to a third party or to make it public with a view to commercial use without MechaTronix' express permission. The data made available (text, images, drawings, tables, lay-out, etc.) is subject to copyright and is viewed as intellectual property.

5. Ordinary law

- 5.1. All orders placed via MechaTronix' website are subject to MechaTronix' General Terms and Conditions of Sale and the Terms and Conditions for E-commerce; unless MechaTronix and the client have entered into another type of agreement regarding the sale and purchase of MechaTronix' products. The purchase agreement entered into with the purchase of MechaTronix' goods via the website will then be subject to this separate contract.

6. Governing law

- 6.1. The validity, interpretation and the representation of the applicable Terms and Conditions will be checked and followed in accordance with the governing laws of Taiwan, R.O.C. The client accepts the exclusive competence of the court of Taiwan R.O.C. This does not diminish MechaTronix' right to take legal council in any other legal state or any other court to pursue non-payment by a client.