

TERMS AND CONDITIONS

1. General

European Door and Shutter Federation, e.V. ("EDSF") owns and operates this Website. This document governs your relationship with www.edsfdoorenergy.com ("Website"). Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or to the complete Website.

This Website may contain links to other websites (the "Linked Sites"), which are not operated by EDSF. EDSF has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

2. Use and Services

This Website contains information related to the labelling and energy classification of doors and a calculation platform defined in accordance to EDSF specifications. EDSF guarantees through the use of this Website that the label and classification calculation is done under EDSF specifications.

The data to be entered for the calculation of the energy labelling and classification should be in accordance to the CE product marking information. All information introduced in the system for labelling and classification calculation is exclusively responsibility of the User, who must ensure that all the information supply to EDSF through this Website, or in relation to this Website, is true, accurate, current, complete and non-misleading.

The use of labels and classification calculator is the responsibility of the User of the Website, which needs a technical knowledge for its use. In any case EDSF is responsible for the misuse of this label, or misapplication or use for purposes other than those set forth in this Terms of Service.

You may use this Website for business purposes, and you must not use our website for any other purposes.

3. Users and Accounts

To be eligible for an account on this Website, you must represent a door sector related company and be at least 18 years of age. You may register for an account with our website by completing the account registration form on this Website. EDSF retains the right to refuse any request of registration made by you. If your registration is accepted we will inform you by email. Once your registration is accepted, you became a User of the Website.

You must not allow any other person to use your account to access the Website without explicit permission. You must notify us in writing immediately if you become aware of any unauthorised use of your account.

If you register for an account with our website, we will provide you with a user identifier and password. Your user identifier must not be liable to mislead and you must not use your account or user identifier for or in connection with the impersonation of any person. You must keep your password confidential. You must notify us in writing immediately if you become aware of any disclosure of your password. You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

We may suspend your account, cancel your account; and/or edit your account details at any time in our sole discretion without notice or explanation. You may cancel your account on our website with a notification via email.

4. Privacy Policy

This privacy policy sets out how EDSF uses and protects any information that you give when you use this Website. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

EDSF is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement. In general, all data and information are protected in accordance to Regulation (EC) no. 45/2001 of the European Union.

(a) Information

We may collect only general information regarding: user registration, number of users, number of labels, energy classifications.

We require this information to understand your needs and provide you with a better service, and in particular to improve our services or to customize the website according to your interests. Energy classifications are only collected for statistical sector research.

We will never sell information to any other party or organization. No information is collected for marketing or promotional purposes different to those related with this Website. In this sense, you consent to make public in the Website the participation of your company in the labelling and classification system.

(b) Security

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

(c) Cookies

We only use cookies for the sole purpose of carrying out the transmission of a communication. They allow us to manage user sessions in a faster and efficient way. They do not give us access to your computer or any information about you, other than the data you choose to share with us. We do not use them to analyse web traffic or tailoring web operations.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

5. Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and EDSF will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

6. Intellectual Property, Software and Content

The intellectual property rights in all software and content, including but not limited to logos, calculation methodology, label design, schemes or photographic images, made available to you on or through this Website remains the property of EDSF or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by EDSF and its licensors.

You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise without explicit permission of EDSF.

7. Terms of Sale

By placing an order you are offering to purchase a product or service on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Order availability times may be subject to delays resulting from force majeure for which we will not be responsible.

In order to contract with EDSF you must have an available user account. When placing an order you undertake that all details you provide to us are true and accurate, and that you are authorised by the company you represent to make the corresponding payment.

If your order is accepted we will inform you by email and we will confirm the identity of the party to whom you have contracted with. Where a contract is made with a third party, this is acting as an EDSF agent and the contract is subjected to this Terms of Sale.

(a) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order. This email will only be an acknowledgement and will not constitute acceptance of your order.

A contract between us will not be formed until we send you confirmation by e-mail that the products or services that you ordered have been made available to you. Only those products or services listed in the confirmation e-mail sent at the time of availability will be included in the contract formed.

(b) Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices that appear on this Website are accurate, errors may occur. If we discover an error in the price of any product or service which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

(c) Payment

To activate the products or services related to the order, the related payment must be done by bank transfer. A confirmation document of the transfer must be sent to us. Upon receiving this confirmation we carry out a standard authorization check on your payment and we make the products or services available for your use.

8. Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law EDSF and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect EDSF's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

9. Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

10. Disclaimer as to ownership of trademarks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with EDSF and you should not rely on the existence of such a connection or affiliation. Any trademarks or names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to EDSF.

11. Indemnity

You agree to indemnify, defend and hold harmless EDSF, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

12. Variation

EDSF shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

13. Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

14. Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

15. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

16. Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and EDSF. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of EDSF.

17. Law and jurisdiction

A contract under these terms and conditions shall be governed by and construed in accordance with German laws. Any disputes relating to a contract under these terms and conditions shall be subject to the jurisdiction of the courts of Germany.

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