

1. Introduction

a. Thank you for visiting our website, hoffmannmalerwallenberg.com (the "Site"). This Site is operated by **Hoffmann + Maler + Wallenberg**, a company incorporated in Nice, France, having its registered office at 9, Avenue Salonina ("Hoffmann + Maler + Wallenberg," "we," "us," or "our").

b. These site terms of use ("Terms") (together with the documents expressly referred to in them) provide information about us and the legal terms and conditions that apply to your access and use of our Site, and on which products ("Products") listed on our Site are sold to you.

c. Please read these Terms carefully because your use of the Site constitutes your agreement to follow and be bound by these Terms. If you do not agree to these Terms, you should not access or use the Site.

d. These Terms, and any further contract between us, are available only in the English language. So far as applicable law permits, no other languages will apply.

2. Variation

a. No changes to these Terms are valid or have any effect unless agreed by us in writing.

b. Nothing in these Terms affects your statutory rights (see section 5.c for more details).

c. These Terms were most recently updated on 1 July 2021.

3. Site use and accessibility

a. The Site is for your personal and noncommercial use only. Please contact us at office@hoffmannmalerwallenberg.com if you are a business user and would like a copy of our terms for business users.

b. You agree that you are solely responsible for: i. all costs and expenses you may incur in relation to your use of the Site; and ii. keeping your password and other account details confidential.

c. We may prevent or suspend your access to the Site if you do not comply with any part of these Terms

or any documents expressly referred to on it, or any applicable law.

d. Hoffmann + Maler + Wallenberg is committed to providing a website that is accessible to the widest possible audience. We are actively working to increase the accessibility and usability of our Site and in doing so aim to adhere to many of the available accessibility standards and guidelines.

e. While we are continually seeking solutions that will bring all areas of the Site up to the same level of overall accessibility, in the meantime, should you experience any difficulty in accessing the Site, please don't hesitate to contact us at office@hoffmannmalerwallenberg.com.

f. The Site displays correctly in current web browsers. If you view our Site on an older browser, you may find that pages don't display as intended. We recommend you upgrade your browser to the latest version to get the most from our Site.

4. Ownership, use, and intellectual property rights

a. All copyright, trademarks, domain names, design rights, database rights, patents, and other intellectual property rights of any kind, whether or not they are registered or unregistered (anywhere in the world) in and on the Site, including all content and applications located on the Site, shall remain vested in **Hoffmann + Maler + Wallenberg** or its licensors. All such rights are reserved.

b. You may retrieve and display the content on the Site on a device screen and print one copy of such content for your own personal, noncommercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy, distribute, or use for commercial purposes any of the content on the Site without written permission from **Hoffmann + Maler + Wallenberg**.

c. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices), and in particular any digital rights or other security technology embedded or contained within the Site.

d. The use or reproduction of any **Hoffmann + Maler + Wallenberg** trademarks appearing on the Site is strictly prohibited unless you have our prior written permission.

e. Please contact office@hoffmannmalerwallenberg.com in relation to any queries or requests regarding materials on the Site.

5. Accuracy of information and availability of the Site

a. While we try to make sure that the Site is accurate, up to date, and free from bugs, we cannot promise that it will be. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.

b. We may suspend or terminate operation of the Site at any time as we see fit.

c. You may have certain legal rights when using the Site. These are also known as "statutory rights."

d. Content is provided for your general information purposes only and to inform you about us and our Products, news, features, services, and other websites that may be of interest.

e. While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times, nor do we promise the uninterrupted use by you of the Site.

6. How we use your personal information

a. We only use your personal information in accordance with standard private policy laws.

7. Hyperlinks and third-party sites

a. The Site may contain hyperlinks or references to third-party websites other than the Site. Any such hyperlinks or references are provided for your convenience only. We have no control over third-party websites and accept no legal responsibility for any content, material, or information contained on them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third-party's website, products, or services. Your

use of a third-party site is governed by the terms and conditions of that third-party site.

8. Submitting information to the Site

a. While we try to make sure that the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not transmit to us any ideas, advertising or marketing suggestions, prototypes, or other information that you regard as confidential, commercially sensitive, or valuable ("Unwanted Submissions"). While we value your feedback, you agree not to send any Unwanted Submissions.

b. We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive, or valuable because we do not monitor the Site to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential, nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

9. Other important terms

a. We may transfer rights and obligations under these Terms to another organization. We shall always tell you in writing if this happens, and we shall ensure that the transfer does not affect your rights under these Terms.

10. Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control, including, but not limited to, strikes, lockouts, or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion, or accident.

11. Rights of third parties

a. No one other than a party to these Terms has any right to enforce any of these Terms.

12. Our responsibility for loss or damage suffered by you

a. Whether you are a consumer or a business user, we do not exclude or limit in any way our liability to

you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors and for fraud or fraudulent misrepresentation.

b. If you are a business user: **i.** We exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it; **ii.** We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: **1.** use of, or inability to use, our Site; or **2.** use of or reliance on any content displayed on our Site; **iii.** In particular, we will not be liable for: **1.** loss of profits, sales, business, or revenue; **2.** business interruption; **3.** loss of anticipated savings; **4.** loss of business opportunity, goodwill, or reputation; or **5.** any indirect or consequential loss or damage.

c. If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. Please contact us at office@hoffmannmalerwallenberg.com if you are a business user and would like a copy of our terms for business users.

13. Severability

To the extent that applicable law permits, each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

14. Disputes

a. We will try to resolve any disputes with you quickly and efficiently.

b. If you are unhappy with us, please contact us as soon as possible.

c. If you and we cannot resolve a dispute using our complaint handling procedure, we will: **i.** let you know

that we cannot settle the dispute with you; and **ii.** give you certain information required by law about our alternative dispute resolution provider.

d. If you are a consumer, please note that these Terms, their subject matter, and their formation are governed by French law. You and we both agree that the courts of France will have exclusive jurisdiction.

e. If you are a business, these Terms, their subject matter, and their formation (and any noncontractual disputes or claims) are governed by French law. We both agree to the exclusive jurisdiction of the courts of France.

15. Communications between us

a. When we refer, in these Terms, to “in writing,” this will include email.

b. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by email at office@hoffmannmalerwallenberg.com. We will confirm receipt by contacting you in writing, normally also by email.

c. If we have to contact you or give you notice in writing, we will do so by email or by prepaid post to the address you provide to us when you register on our Site, when you place an order or otherwise supply to us.