

TERMS AND CONDITIONS OF USE – STORE3G

Welcome to Prysmian's **Store3G** the **On-line store of Prysmian CEE Region affiliates**. Prysmian provides the following website and services to you subject to the following conditions. If you visit and/or communicate via the Prysmian Store 3G application on the web, you accept these conditions. Please read them carefully.

DEFINITIONS AND INTERPRETATION

- 'Stock' shall mean the goods produced and/or purchased by Prysmian
- 'Products' shall mean the products described on 'Product Sheet'
- 'Inquiry' shall mean the electronically generated document, prepared by the Customer, sent via Prysmian Store 3G application which contains an Inquiry No., indication of Type of Inquiry, Quantity (length and approx.. weight), requested Date of dispatch and Mode of transport.
- 'Sales Order Confirmation' is the official SAP order confirmation prepared by an authorized commercial representative of Prysmian.
- 'PRYSMIAN GROUP', Prysmian, Draka and General Cable shall mean the world wide group comprising of Prysmian, Draka and General Cable companies.
- 'Trademark' shall mean the trademark Prysmian, Draka and General Cable logos and letters and any and all other trademarks registered and used by the Prysmian Group all around the world.

Other terms used in this disclaimer are defined in the context in which they are used and shall have the meanings there indicated.

COMMUNICATION ON THE WORLD WIDE WEB AND/OR ELECTRONIC DATA EXCHANGE

When you visit Store3G application or we exchange e-mails we are communicating with each-other electronically. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site.

PRIVACY

When you browse through our websites, we gather and temporarily store technical information about your visit as detailed in the **Cookie policy**

<https://www.prysmiangroup.com/en/cookie-policy>

We also receive and store information that you enter on our websites or give us in any other way while we make business with you. The information that you provide is considered, stored and managed with strict client confidentiality and is used for the purposes responding to your requests, customizing future services, improving our application and our offline services and communicating with you. You can choose not to provide certain information, but then you might not be able to take advantage of some of the features of the application. The information we receive from you may be shared with subsidiaries of Prysmian Group affiliates that are subject to Prysmian Group's policies and guidelines as detailed in the **Privacy Policy**

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YOUR ACCOUNT DETAILS

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Prysmian reserves the right to refuse service, terminate accounts, remove or edit content, or cancel inquiries or orders in its sole discretion.

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REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

Users may post messages, comments, questions, inquiries or other information, as long as the content is not illegal or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, commercial solicitation or malicious links.

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TITLE AND RISK

The risk of loss for items ordered via Inquiry, shall pass to you. as per the commercial agreements made with Prysmian.

PRODUCT DESCRIPTIONS

Prysmian attempts to provide product and service information as accurate as possible. However, Prysmian does not warrant that product descriptions or other content of this site is accurate, complete, reliable, current, or error-free. If you think that a product offered by Prysmian is not as described on the homepage(s) you need to discuss and verify it with your commercial contact at Prysmian.

STOCKS AND PRICING

The stock information displayed in Store3G are updated and refreshed several times a day and are only informative. The stocks are changing as items continuously produced or purchased, taken on finished goods stock and sold or otherwise removed. Therefore, Prysmian cannot guarantee the availability of any or all items displayed in Store3G until the official SAP Sales Order Confirmation is received from an authorized commercial representative at the respective Prysmian affiliate.

With respect to items offered by Prysmian, we cannot confirm the price of an item until you order. (This is pretty much the same as paragraph above and paragraph above explains it with less undertaking)

OTHER BUSINESSES

Prysmian may provide links to the sites of certain other businesses. We are not responsible for examining or evaluating, and we do not warrant the content or offerings of any other businesses or individuals or of their Web sites. Prysmian does not assume any responsibility or liability for the actions, product, and content of all these and any other third parties. You should carefully review their privacy statements and other conditions of use.

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DISPUTES AND ARBITRATION

Should a dispute arise and cannot be amicably and equitably resolved, then either party may give notice in writing to the other party of the existence of a dispute, in which case the parties shall meet within a period of 30 days of written notice of the dispute with a view to resolving the dispute.

Neither party shall resort to arbitration or any legal measures against the other party unless such a meeting has taken place and the dispute remains unresolved.

In case such agreement cannot be reached within two months from the date of the written notice mentioned here above, then the dispute shall be resolved by binding arbitration. To begin an arbitration proceeding, you must send a registered letter requesting arbitration and describing your claim. The Parties accept the jurisdiction of the Court of Arbitration of the Hungarian Chamber of Commerce and the number of arbitrators shall be three. The language of the arbitration shall be English. The Parties hereby waive any right to appeal.

APPLICABLE LAW

By visiting Prysmian's Store3G application you agree that this use shall be governed and interpreted according to the provisions of Hungarian law.

MODIFICATION AND SEVERABILITY

We reserve the right to make changes to our websites, policies, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Last updated: Nov 30, 2018