Stahlmann Solutions Terms of Use

1. Disclaimer

These **Terms of Use** of Stahlmann Solutions ("**Stahlmann Solutions**", "we", "our", or "us") apply to https://stahlmann-solutions.com/ as well as any other affiliated sites, digital services, or applications on which a link to these Terms of Use appears (collectively, the "**Stahlmann Solutions Website**") and apply to all visitors. These Terms of Use and any other terms that appear on the page from which you were directed to these Terms of Use govern your use of the Stahlmann Solutions Website. By accessing the Stahlmann Solutions Website, you agree to be legally bound by the Terms of Use then in effect. Please also refer to the relevant additional legal information applicable to your country.

These Terms of Use as well as the information and materials contained in the Stahlmann Solutions Website are subject to change at any time and from time to time, without notice. Stahlmann Solutions may add features to or remove features from the Stahlmann Solutions any time and from time to time in our sole discretion. Continued access to the Stahlmann Solutions Website following any modification in these Terms of Use will constitute your acceptance of the Terms of Use as modified.

If you do not agree to be bound by these Terms of Use, do not use the Stahlmann Solutions Website.

2. Access Subject to Local Restrictions

The Stahlmann Solutions Website and all information and functionalities contained within them are not directed at or intended for use by any person resident or located in any jurisdiction where (1) the distribution of such information or functionality is contrary to the laws of such jurisdiction; or (2) such distribution is prohibited without obtaining the necessary licenses or authorizations by the relevant branch, subsidiary or affiliate office of Stahlmann Solutions and such licenses or authorizations have not been obtained.

3. Services and Products

Any materials, information or reports published, distributed or otherwise made available on the Stahlmann Solutions Website is published for information purposes and is subject to change at any time without notice.

As such, the content does not constitute technical advice or a binding offer to sell, nor any guarantee of availability, and should not be relied on or treated as a substitute for a specific quotation.

The materials should not be regarded by recipients as a substitute for the exercise of their own judgment. Any opinions are subject to change without notice and may differ or be contrary to opinions expressed by other business areas or groups of Stahlmann Solutions as a result of using different assumptions and criteria.

Stahlmann Solutions is not under any obligation to update or keep current the information contained herein nor to remove any outdated information from the Stahlmann Solutions Website or to expressly mark it as being outdated.

4. No Warranty

Your use of the Stahlmann Solutions Website is at your own risk. The Stahlmann Solutions together with all content, information and materials contained therein, is provided "as is" and "as available" ", without any representations or warranties of any kind.

Any materials, information or content accessed, downloaded or otherwise obtained through the use of the Stahlmann Solutions Website is done at your own risk and Stahlmann Solutions responsible for any damage to your computer systems or loss of data that results from the download of such material. Stahlmann Solutions and its affiliates expressly disclaimer all representations or warranties of any kind, whether express or implied, with respect to the Stahlmann Solutions Website, and all materials, information, content and functionalities contained herein, including but not limited to warranties of title, non-infringement, merchantability or fitness for a particular purpose.

Without limiting the foregoing, Stahlmann Solutions does not warrant the accuracy, timeliness, completeness, security, reliability or availability of the Stahlmann Solutions Website or the information or results obtained from use of the Stahlmann Solutions Website, or that the Stahlmann Solutions Website will be available at all times, or is virus-free or error-free.

5. No Liability

To the fullest extent permitted by law, in no event shall Stahlmann Solutions or our affiliates, or any of our directors, employees, contractors, service providers or agents have any liability whatsoever to any person for any direct or indirect loss, liability, cost, claim, expense or damage of any kind, whether in contract or in tort, including negligence, or otherwise, arising out of or related to the use of all or part of the Stahlmann Solutions Website, or any links to third party websites.

You are solely responsible for acquiring and maintaining such electronic devices and equipment that can handle and will allow you to access and use the Stahlmann Solutions Website and for taking adequate and appropriate data security measures in accordance with good industry practice to protect yourself against fraud or cyber-attacks on a continuous basis (e.g. by using the most recent browser versions, and installing recommended security patches and up-to-date anti-virus programs and firewalls). Stahlmann Solutions specifically disclaims all liability for any tampering with any user's computer system by unauthorized parties, or for losses or liabilities suffered by any user arising from viruses or attacks by hackers.

In no event will Stahlmann Solutions or our affiliates, or any of our officers, directors, employees, contractors, service providers or agents be liable for any incidental, special, punitive or consequential damages howsoever caused arising out of the use of the Stahlmann Solutions Website, its content, or the inability to use the Stahlmann Solutions Website.

In no event should you use the contact form to transmit confidential information. Stahlmann Solutions shall not be liable to you or anybody else for any damages incurred in connection with any messages sent to Stahlmann Solutions using the contact form.

This disclaimer of liability applies to any and all damages or injury, including those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft, destruction, or unauthorized access, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

6. Links

The Stahlmann Solutions Website may contain third party content or links to third party websites. These content and links are provided solely for your convenience and information. Stahlmann Solutions has no control over, does not assume any responsibility for and does not make any warranties or representations as to, any third party content or websites, including but not limited to, the accuracy, subject matter, quality or timeliness.

Stahlmann Solutions shall have no liability for third party content or websites or websites linking to or framing the Stahlmann Solutions Website.

7. Social Bookmarks

The Stahlmann Solutions Website may contain social bookmarks which are identifiable by means of their respective buttons. Social bookmarks allow users of certain social media platforms to post links to selected Stahlmann Solutions web pages on their social media accounts in order to bookmark them or share them with their social media contacts. If you use social bookmarks, you will be sending personal identifying data to the respective social media platform. Any comments or activity made by or carried out by persons using social bookmarks is not controlled, endorsed or monitored by Stahlmann Solutions and Stahlmann shall not be responsible or liable for such. Persons who share Stahlmann Solutions communications via social bookmarks are not authorized to speak for or represent Stahlmann Solutions and their views and opinions must be regarded as strictly their own and not Stahlmann Solutions In addition, the provisions in these Terms of Use relating to Links also apply to social bookmarks.

8. Intellectual Property Rights

Stahlmann Solutions, or the applicable third party owner, retains all right, title and interest (including copyrights, trademarks, patents, as well as any other intellectual property or other right) in all information and content (including all text, data, graphics and logos) on the Stahlmann Solutions Website. Individual pages and/or sections of the Stahlmann Solutions may be printed for personal or internal use only, and provided that such print outs retain all applicable copyright or other proprietary notices. All visitors must not, without limitation, modify, copy, transmit, distribute, display, perform, reproduce, publish, license, frame, create derivative works from, transfer or otherwise use in any other way, whether in whole or in part, any information, text, graphics, images, video clips, directories, databases, listings or software obtained from the Stahlmann Solutions Website for commercial or public purposes, without the prior written permission of Stahlmann Solutions Systematic retrieval of content from the Stahlmann Solutions Website to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) or creating links to the Stahlmann Solutions Website without the prior written permission from Stahlmann Solutions is strictly prohibited.

The Stahlmann Solutions symbol and Stahlmann Solutions are among the registered and trademarks of Stahlmann Solutions Other marks may be trademarks of their respective owners. Except as noted above, you may not use any trademarks of Stahlmann Solutions for any purpose without the prior written permission of Stahlmann Solutions

9. Privacy Policy

Stahlmann Solutions has established a Privacy Policy, as modified from time to time, which explains how personal data is collected by us. The Privacy Policy is part of these Terms of Use and is incorporated herein by reference.

10. Severability Clause

To the extent that any provision of these Terms of Use is found by any competent court or authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed to be severed from these Terms of Use but such finding shall not affect the validity, lawfulness or enforceability of the remainder of these Terms of Use in that jurisdiction, nor shall it affect the validity, lawfulness or enforceability of these Terms of Use in any other jurisdiction.

11. Governing Law and Forum

Without prejudice to any other rights available to visitors under the terms of national or supranational laws, the Terms of Use of Stahlmann Solutions Website is subject to and shall be interpreted in accordance with the laws of Switzerland (with the exclusion of the rules of international private law), including any disputes concerning the existence, validity or effect of the Terms and Conditions of Use and any other agreement they may refer to.

Without prejudice to any rights available to visitors under the terms of national or supranational laws, the Court of Yverdon-les-Bains shall have sole jurisdiction over any disputes arising in relation to these Terms of Use and any other agreement they may refer to.

12. Contact

If you have any question or request in relation to these Terms of Use, please write to Stahlmann Solutions, Rue Galilée 6, 1400 Yverdon-les-Bains.

Last updated in February 2023.