



THE SPECIALIST

Registered office: Via Bitritto 119 – Bari (Ba), 70124 Italy

VAT Number: 05194870720 - Tax Code: 05194870720

Tel.: +39 080 532 66 06 / +39 080 532 65 57

Fax: +39 080 536 85 41

E-mail: info@cmclift.com – Certified email: cmclift@pec.it

LEGAL AREA - SITE CMCLIFT.COM GENERAL TERMS OF USE

General table of contents of the section

Privacy documents to comply with European Regulation 2016/679 GDPR

1	Terms and services
2	Privacy Policy
3	Use of Cookies
4	Content
5	Content warnings
6	Industrial and intellectual property
7	Links to other websites
8	Links to the website cmclift.com
9	Limitation of liability and indemnity
10	Applicable law and settling disputes



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1 Terms and services

Welcome to our website (“<https://www.cmclift.com/>”). Access to and use of cmclift.com are activities governed by these terms of use (“General terms of use”). Access to and use of this website presuppose reading, knowledge and acceptance of these General terms of use as well as the Privacy Policy section and their compulsoriness.

This website is operated and maintained by C.M.C. S.R.L., VAT Number: 05194870720.

The company has its headquarters in Italy, Via Bitritto 119 - 70100 - Bari (Ba)

Please bear in mind that the services to which you can access through the website, as well as any new use of the same compared to their current use, such as the launch of new products by CMC S.r.l., will be subject to the General terms of use. The user acknowledges that CMC S.r.l. shall not be held liable for the availability and use of the services in any manner whatsoever.

Remember that you can always contact CMC S.r.l. by e-mail through the contacts section.

For any other legal information, please refer to the Privacy Policy sections of CMC S.r.l.

CMC S.r.l. may modify or simply update, at its sole discretion, in whole or in part, these General terms of use as well as the documents referred to therein.

Changes and updates to the General terms of use will be notified to users on the Home Page as soon as they are adopted and will be binding as soon as they are published on the website in this section.

We therefore ask you to regularly access this section to check the publication of the latest and most up-to-date cmclift.com General terms of use

Please note that the General terms of use are subject to the rules contained in the Consumer Code concerning distance contracts.

Please do not use our website if you do not agree, in whole or in part, with the cmclift.com General terms of use.



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2 Privacy Policy

No personal data is required from the user accessing the CMC S.r.l. website.

If you intend to browse the website and use the services of the website that require the submission of personal data, please read carefully the Privacy Policy that applies in the event that the user accesses the CMC S.r.l. website and uses the related services.

The Privacy Policy helps to understand how CMC S.r.l. collects and uses personal data and for what purposes.

3 Use of cookies

A “cookie” is a small amount of data, often containing an anonymous unique identifier, that is sent to the user’s browser from a web server and that is subsequently stored on the computer’s hard drive. The cookie is then only re-read and recognised by cmclift.com, which sends it at each subsequent connection.

Cookies are present in certain sections of the company website, in order to track the visitor's paths through the website. If you prefer not to receive cookies, you can set your browser to notify you of a cookie and then decide whether or not to accept it. You can also automatically reject all cookies by activating the appropriate option in your browser. In either case, beware that you may not be able to access all services.

4 Contents

The cmclift.com website enables you access to information material relating to CMC S.r.l. products and get in touch with the company.

Remember that you will be held solely and fully liable for the use of cmclift.com and its contents.

Indeed, CMC S.r.l. shall not be held liable for the use that users make of the website and its contents that does not comply with the applicable laws.

In particular, you will be solely and fully held liable for submitting incorrect, false or related information and data to third parties without their consent, and for the misuse thereof.

The user will be held fully liable for the evaluation of the information and content that can be obtained through the website. The website and all information and content published on it may be modified at any time and from time to time and without notice.



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Any material downloaded or otherwise obtained through the use of the optional service is at the user's own risk. The user shall be held fully liable for any damage to computer systems or loss of data resulting from the unloading operations carried out by the user, fully relieving CMC S.r.l. from any liability

The Company shall not be held liable for any damage resulting from the inaccessibility of the services on the website or from any damage caused by viruses, damaged files, errors, omissions, interruptions of the service, deletion of content, problems with the network, providers or telephone and/or telematic connections, unauthorized access, alterations of data, failure and/or malfunction of the user's electronic equipment.

The user is responsible for the safekeeping and proper use of the confidential information thereof, including credentials that allow access to the reserved services, as well as for any harmful consequences or prejudice that may arise for CMC S.r.l. or third parties as a result of incorrect use or loss, theft of this information.

5 Content warnings

The contents of the website may contain inaccuracies or typos.

CMC S.r.l. shall not in any case and for any reason be held liable for any inaccuracies and errors or for damages caused or arising from the reliance created by users on the basis of the information obtained from the website or through it.

The user will be held fully liable for the evaluation of the information and content that can be obtained through the website. The website and all information and content published on it may be modified at any time and from time to time and without notice.

Furthermore, CMC S.r.l. cannot guarantee users the absence of malfunctions due to the Internet connection. We recommend that you contact your Internet service provider or check that every device for Internet connection and access to web content is correctly active, including your Internet browser. While the company will do anything within its powers to ensure continuous access to the website, the continuous change of the Internet and its content may not allow cmclift.com to operate without any suspensions, interruptions or discontinuities due to the need to update the website.

CMC S.r.l. has adopted appropriate technical and organizational measures to safeguard the security of its services on cmclift.com, the wholeness of traffic and electronic communications data with respect to forms of use or knowledge not permitted and to avoid risks of dispersion, destruction and loss of data and confidential or non-confidential information on cmclift.com, or unauthorised access, access not complying with the law, to data and information.

6 Industrial and Intellectual property

The pages of this website are protected by copyright. In particular, according to Law 633/1941 (copyright act), the content of the site is protected against duplication, translation, insertion or transformation of the site into other media, including insertion or transformation by electronic means.



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Reproduction and economic exploitation of all or part of the content of this site is strictly forbidden unless approved by the designated person in writing. Both the content and the structure of the site are protected by copyright.

In particular, duplication of information or data, the use of texts or parts thereof or images contained on the site is permitted only with the prior written consent of the designated person. Also illustrations, pursuant to art. 1 of law 633/1941 – and subsequent amendments and additions – are protected by copyright. Nothing contained on this site is deemed to grant any third party the industrial and intellectual property rights set forth in this section. We reserve all intellectual property rights of the website.

The names of the products published on this website or of the companies mentioned, even if they are not indicated with the trademark registration identification symbol, are third party proprietorship trademarks and they are protected by trademark law (Legislative Decree 30/2005 and subsequent amendments and supplementations) and the rules on unfair competition.

Any use of these trademarks without the prior written consent of the trademark owner is expressly prohibited, and in particular, use of such trademarks in a manner likely to create confusion among consumers as to the origin of the products or for sponsorship purposes, as well as in any way that would devalue and discredit the proprietor of the mark is prohibited. All rights not expressly granted are reserved to the proprietor of the trademark.

7 Links to other websites

This website may contain links to other websites (the “links”) that are not linked to cmclift.com or that are not websites managed by CMC S.r.l.

The company does not control or monitor such websites and their content.

The company shall not be held liable for the contents of these sites and the rules adopted by them also with regard to your privacy and the processing of your personal data during your browsing operations. Please be careful when connecting to these websites through the links on cmclift.com and carefully read their terms of use and privacy policies.

As a matter of fact, bear in mind that these General terms of use and the Privacy Policy of cmclift.com do not apply to websites managed by other different parties of the Company.

The cmclift.com website provides links to other websites only to facilitate its users in their search and navigation and to facilitate hyperlinks on the Internet to other websites. The activation of links to websites that do not have a link to cmclift.com or that are not managed by CMC S.r.l., does not imply any recommendation or advice by the company for accessing and browsing these websites, nor any guarantee as to their contents, the services or goods that they provide and sell to Internet users.



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8 Links to the CMC S.r.l. website

The activation of links to the Home Page and other web pages of cmclift.com, which are publicly accessible, must be previously shared with CMC S.r.l.

In any case, activation of direct links to its website will not be allowed if the requesting party, who intends to activate the link to cmclift.com, has in the past engaged in unfair commercial practices or practices that are not in line with industry practice or unfair competition actions against CMC S.r.l. or when the same is concerned that such conduct may be adopted in the future or when the applicant has engaged in discrediting actions in the past or when there is concern the applicant might engage in such conduct in the future.

In any case, the activation of deep hyperlinks (such as deep frames or deep links) at cmclift.com or the unauthorized use of meta-tags is prohibited, without the consent of CMC S.r.l.

9 Limitation of liability and indemnity

In addition to what is stated in other provisions of the General terms of use, CMC S.r.l. shall not in any case be held liable for any damage arising from the use or inability to use the website, the contents, the information or related to the quality of the same.

10 Applicable law and settling disputes

The General terms of use are governed under the laws of Italy.