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1. Definitions. For purposes of these Terms of Use, the following definitions shall apply: **(a)** 'Atlas Copco', 'we', 'us', or 'our' means the legal entity within the Atlas Copco Group that (i) provides one or more User Names or Passwords to User for access to the Website; (ii) posts Website content, information, or data that is accessible to User through one or more User Names or Passwords; and/or (iii) sells products to User in connection with User's placement of orders through the Website; **(b)** 'User' or 'you' means any person, entity or organization that uses any User Name or Password to access the Website or any part thereof; **(c)** 'Website' means all interfaces, functionality, code, materials, files, graphics, images, information, data, and other content directly associated with the website that is located at <https://www.atlascopco.com/en-us/itba>. No third-party website or content therein shall be considered part of the Website.

2. Responsibility or Liability for Website Content or Acts or Omissions. The Atlas Copco Group consists of a number of legal entities, each responsible for its own business and products. The content, information, and data in the Website are posted by various such legal entities. User accepts that responsibility and liability for any specific Website content, information, or data, or any act or omission, shall be limited to the legal entity that posted such specific content, information, or data on the Website, or directly engaged in such specific act or omission. Without in any way limiting the generality of the foregoing, no legal entity that provides, leases, or subscribes to any servers or web-hosting service, registers or owns any domain name, and/or provides technical support or administrative services to any other legal entity in connection with the Website shall by reason of any such act be responsible or liable for any content, information, or data in the Website or for any other legal entity's acts or omissions.

3. Terms and Conditions of Sale for Products Ordered through the Website. The supply of products ordered through the Website shall be governed by the most current Terms and Conditions of Sale of the Atlas Copco sales company supplying the Product; except if, at the time that User submits an Order for a particular product, (i) there is a written agreement between User and the relevant Atlas Copco sales company and which is applicable to the sale of such particular product; or (ii) the relevant Atlas Copco sales company has posted terms and conditions for sale of products in the Customer Service Area of the Website, in which case such terms and conditions shall govern the supply of products ordered through the Website. The link to the Terms and Conditions of Sale is available on our website and it also posted once you are logged in and prior to checkout.

4. User Name and Password. In order to access the Website, User must log in by entering a valid user name and password issued to it by Atlas Copco ('User Name' and 'Password' respectively). To log in, User must be an existing Atlas Copco Distributor. For more information, or to set up an Atlas Copco account, please contact your local Atlas Copco Customer Relations Specialist.

6. Acceptance / Acknowledgement. If Atlas Copco accepts User's Order, Atlas Copco will send an acknowledgement ('Acknowledgement') to User and/or deliver the products to User depending on stock availability. Such Acknowledgement and/or delivery of products shall have the effect that a sales agreement between Atlas Copco and User has been concluded in accordance with these Terms of Use, as modified by any deviation contained in the Acknowledgement and/or delivery. An Acknowledgement shall not constitute an invoice. Unless agreed in writing by the parties, invoices shall be sent via regular mail or fax.

7. Cancellation and Returns. In the event User wishes to cancel the Order or return delivered products, User may do so by contacting the Customer Relations Specialist. As certain products are non-cancellable and non-returnable, Atlas Copco Customer Relations Specialist will provide User with further instructions.

8. Prices Exclusive of Tax. Unless agreed in writing by the parties, all prices presented on the Website are exclusive of all applicable sales, use, VAT or other taxes. User shall pay all applicable taxes in accordance with applicable laws and regulations.

9. Product Availability and Pricing. Although Atlas Copco attempts to accurately state prices, availability, and other information on the Website, the Website could contain typographical errors and incorrect information regarding availability, price, or other data. Products and/or services listed on the Website may not be available. Price and availability of information, materials, products and/or services is subject to change without notice.

10. Disclaimer of Warranty; Limitation of Liability. ATLAS COPCO PROVIDES ACCESS TO AND USE OF THE WEBSITE 'AS IS' AND 'AS AVAILABLE' WITH NO WARRANTIES OR REPRESENTATIONS WHATSOEVER, INCLUDING BUT NOT LIMITED TO RELIABILITY, FUNCTIONALITY, UPTIME, NON-INFRINGEMENT, OR

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11. Modification of these Terms of Use. Atlas Copco may at any time modify these Terms of Use. User's continued access to or use of the Website constitutes acceptance of such modified Terms of Use.

12. Modification or Termination of User's Access to the Website. Atlas Copco may at any time temporarily or permanently modify or terminate in whole or in part User's ability to access or use the Website or any part thereof.

13. Modification of the Website. Atlas Copco may at any time temporarily or permanently update, modify, change, or terminate any or all functions, content, information, data or any other aspects of the Website.

14. Allowable Use of the Website / Indemnification for Violation of Law. User's access to and use of the Website is allowed only in connection with User's ordinary course of business in accordance with these Terms of Use and applicable local, national, and international laws and regulations, including all applicable United States and other export and re-export restrictions ('Applicable Law'). Any other use is prohibited. If access to or use of the Website by User violates or infringes any Applicable Law, User is not authorized to access or use the Website and must exit immediately. User's access to or use of the Website constitutes User's representation that User's access and use of the Website does not violate any Applicable Law, and Atlas Copco may rely upon such representation. If any Atlas Copco legal entity incurs any loss, damage, expense, liability, or fee, including reasonable attorney fees (collectively 'Loss') as a result of any violation of Applicable Law by User, User shall indemnify such legal entity for any such Loss to the extent caused by User.

15. Personally Identifiable Information. If User provides any personally identifiable information (including but not limited to name, email address, etc.) to Atlas Copco in connection with access to or use of the Website, User consents to Atlas Copco's transfer of such information to other countries, including within or outside of the European Economic Area. Please see Privacy Policy for additional information.

16. Arbitration and Applicable Law. Unless agreed in writing by the parties in a separate Agreement, any dispute arising in connection with these Terms of Use or the Website shall be resolved in the state or federal court in the state where the relevant Atlas Copco legal entity is physically located, and such jurisdiction's substantive law shall be applied.

17. Miscellaneous. If any term in these Terms of Use is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. The headings in these Terms of Use have been inserted solely for convenience of reference, and shall not be considered in interpreting these Terms of Use.

18. Trade Compliance. Any quotation is legally binding upon us only after you have received a written acceptance from us of any order from you based on that quotation and we can at any point in time withdraw our quotation. By placing the order you certify that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law. Furthermore, you certify that you will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions. You will immediately notify us in writing of any breach of this statement. We shall not be obligated to fulfill a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfillment, if such fulfillment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions. We shall have the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfillment is prevented by any impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions. The customer shall indemnify us for any direct or indirect damages arising in consequence of any breach of this statement.

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