

# TERMS AND CONDITIONS

## 1 Introduction

These Website Terms and Conditions apply in full force and effect to your use of this Makita (UK) Ltd.'s Website and by using this Website, you explicitly accept all terms and conditions contained here in full. You must not use this Website, if you have any objection to any of these Website Terms and Conditions.

## 2 Information about our use of Cookies

This Website uses cookies. By using this Website and agreeing to these terms of use you consent to our use of cookies on this Website.

2.1 Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies.

2.2 A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

2.3 - We use the following cookies:

- **Strictly necessary cookies** These are cookies that are required for the operation of our website. These cookies make sure that no cookies are placed without your consent and also ensure you do not have to confirm cookie preferences again at each new page on our website. These strictly necessary cookies expire at the end of your browser session. They do not remain on your device beyond your session.
- **Analytical cookies.** Our analytical cookies gather anonymised information for the benefit of all web users. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
- **Functionality cookies.** These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

2.4 - Session cookies can be either first or third-party cookies - a first-party cookie is set by the website being visited. A third-party cookie is issued by a different website to that being visited. Our website uses first-party cookies to deliver its services efficiently and to enhance your experience.

You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our site.

2.5 - We will use cookies to

(a) Operate our website

(b) Collect information about visitors to our website to help us improve our website functionality and usability.



### 3 Intellectual property rights

Unless otherwise stated, Makita (UK) Ltd. owns the intellectual property rights of this Website and the contents published on the Website. All material (including, but not limited to corporate symbols, brand names, product names, trademarks, text, images and audio-visual elements) on this Website is subject to copyright protection, with all the intellectual property rights reserved. Reproduction, transfer, distribution or storage of part or all the contents in any form without the prior written permission of Makita (UK) Ltd. is prohibited except in accordance with the following terms.

You may view, download and print pages from the Website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions. Press releases and other documents indicated as being public can be used also for public communications, provided you clearly state the source of the information.

#### 3.1 - Restrictions

You are expressly restricted from the following:

- a. Publicly performing and/or showing any Website material not indicated as public;
- b. Using this Website in any way that causes, or may cause, damage to the Website, impairment of the availability or accessibility of the Website; or damage to any person or business entity or in any way which is unlawful, illegal, fraudulent or harmful
- c. Using this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any computer virus, or other malicious computer software;
- d. Using this Website to engage in any advertising or marketing;

Use of sites through links on Makita's website is subject to terms and conditions of such other sites. We have no control over the contents or other properties of such sites and assume no liability for any matters arising out of use by you of such sites. Unless specifically stated to the contrary, we endorse neither such site nor the owners, operators, contents or other properties thereof.

Certain areas of this Website may be restricted from access by you and Makita (UK) Ltd. may further restrict access by you to any areas of this Website, at any time, in its sole and absolute discretion.

Any user ID and password you may have for this Website are confidential and you must maintain confidentiality of such information.

#### 3.2 - No warranties

This Website is provided "as is," and "as available" basis and Makita Oy makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website.

Without prejudice to the generality of the foregoing paragraph, Makita Oy does not warrant that:

- this Website will be constantly available, or available at all; or
- the information on this Website is complete, true, accurate or non-misleading although reasonable care has been taken to ensure that the contents of this Website are obtained or compiled from sources we believe to be reliable.

### 4 Limitation of liability

In no event shall Makita Oy, nor any of its directors or employees, be liable to you for anything arising out of or in any way connected with your use or the inability to use this Website, or for any inaccuracies, delays or failures contained on or related to this Website. Makita Oy, including its



directors and employees shall not be liable for any direct, indirect, consequential or special liability arising out of or in any way related to your use of this Website.

## 5 Indemnification

You hereby indemnify Makita Oy for any damage we may incur, or if any third party takes action against us, in relation to the material you submit.

## 6 Processing of personal data

Makita (UK) Ltd. applies high level of protection of your privacy. We process your personal data in accordance with the applicable Finnish and European Union personal data legislation. We may need to collect personal data through this Website for the purposes of providing the information and services you need and for marketing, sales and business development. You may at any time request Makita (UK) Ltd. to correct, update or delete your personal data sent by you to us. Makita (UK) Ltd. may transfer personal data only to its trusted partners and as required by the law or formalities of public authorities. More information about protecting personal data and information security can be found from the [privacy policy](#).

## 7 Other provisions

If any provision of these Terms and Conditions is found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole and such provisions shall be deleted without affecting the remaining provisions herein.

Makita (UK) Ltd. is permitted to revise these Terms and Conditions at any time as it sees fit without prior notification. By using this Website you are expected to review such Terms on a regular basis to ensure you understand all Terms and Conditions governing use of this Website.

Makita (UK) Ltd. shall be permitted to assign, transfer, and subcontract its rights and/or obligations under these Terms and Conditions without any notification or consent required. However, you shall not be permitted to assign, transfer, or subcontract any of your rights and/or obligations under these Terms and Conditions.

These Terms and Conditions, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Makita (UK) Ltd. and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

## 8 Governing Law & Jurisdiction

These Terms and Conditions will be governed by and construed in accordance with the laws of Finland, without regard to the principles governing conflicts of any jurisdiction.