

## Terms of Use

These terms of use apply to visitors who visit us at 123Machinery.com (hereinafter website) and want to register if necessary.

123Machinery.com is an offer of Gommac B.V. and allows to advertise offers or requests for offers (new or used). Contracts which are initiated because of an offer on the website are created without any involvement of Gommac B.V..

The offers placed on 123Machinery.com are exclusively addressed to entrepreneurs in the sense of § 14 BGB (German Civil Code). This also applies to the registration.

### § 1 Definitions

**Suppliers** are entrepreneurs, who advertise their offers on the website. Suppliers can be both traders who mainly trade in products which they also offer on the 123Machinery.com platform and other entrepreneurs ("No Trader").

**Users** are the persons who accesses the Website and uses the 123Machinery.com content by opening it.

### § 2 Access tot he Website

- 1) Gommac B.V. undertakes to use all reasonable efforts to provide the user with reliable and fast access to 123Machinery.com. The website shall be available 24/7, subject to accidental interruptions or interruptions necessary for the smooth functioning of the respective site, such as maintenance work. Such possible interruption shall not entitle the User to any compensation.
- 2) Access oft the website is free of charge.
- 3) Gommac B.V. reserves the right to make the use of certain functions on the Website predicate to certain conditions (registration, duration of use, technical requirements, etc.). Gommac B.V. also reserves the right to limit certain activities, if there is a fear that it could be an unauthorized access to electronic communication networks, or damage to computer and electronic communication systems. Gommac B.V. may in such circumstances also make further use of the website dependent on verifications.
- 4) The User may not access the Website by using of a robot, offline reader or any other device used for searching the Website or for automated retrieval of the Website, or by means of any other manual or automatic device, tool or process for retrieving, exploring the data of the Website by methods such as scraping, spidering or similar.

### § 3 Customer services, faults, complaints

- 1) Gommac B.V. provides customer service for the user in the event of a technical malfunction. For this purpose, please contact:  
Email: [info@123Machinery.com](mailto:info@123Machinery.com)  
You can always find the current contact details in the footer on the website. Misuse of these contact details is prohibited.
- 2) If the user has complaints or questions about the respective offers, he has to contact the respective supplier, whose contact details can be found on the respective offer page. Only the supplier is responsible for problems that arise in connection with the offer and its content. This does not apply if it is a matter of technical problems in connection with the functionality of the website. In this case, point 1.

### § 4 Subject of the service

- 1) Gommac B.V. provides on the Website a database with advertisements for offers of traders or sellers. Registration and placing of advertisements are possible only for entrepreneurs in the sense of § 14 BGB (German Civil Code).
- 2) The user can display the respective products for the category selected by himself. Different categories are made available to him.
- 3) The respective offers are created by different suppliers. Gommac B.V. does not provide its own offers. Gommac B.V. only provides the marketplace. The user can contact the respective supplier if he is interested in an offer. A possible contractual relationship is only established between the supplier and the user.
- 4) On the offer page of the respective product, the supplier and its address data is named. The information about the provider, their offers as well as the contents of the respective offers are created by the respective supplier and are not checked by Gommac B.V. for their legality, correctness and completeness.

### § 5 Liability

- 1) Gommac B.V. is neither a intermediary, broker nor retailer, but exclusively provides a platform for suppliers and interested parties. Only the suppliers are responsible for the content of the offers.
- 2) Gommac B.V. does not guarantee the correctness, accuracy, completeness or quality of the information provided by the providers. Gommac B.V. does not check the information published by providers for its content. Gommac B.V. is not liable for the content of the information provided by the providers (including links to other websites).
- 3) Gommac B.V. assumes no liability for damages resulting from the fact that advertisements are not published or are published in a shortened or distorted form. Gommac B.V. is not liable for errors in the transmission of requests.
- 4) Gommac B.V. is also not liable for technical failures in the operation of the website, such as an interruption or incorrect provision of information.

- 5) For the slightly negligent breach of essential obligations, the breach of which endangers the achievement of the purpose of the contract, or for the breach of obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the compliance with which the user regularly relies, Gommac B.V. is only liable for the foreseeable, contract-typical damage. Gommac B.V. is not liable for the slightly negligent violation of other obligations than those mentioned in the above sentence. Gommac B.V. shall not be liable to entrepreneurs in the event of a slightly negligent breach of minor contractual obligations. The above also applies to the personal liability of employees, representatives and vicarious agents of Gommac B.V..
- 6) The above exclusion of liability does not apply to damages caused by intent or gross negligence on the part of Gommac B.V. and in the case of injury to life, body and health.

## § 6 Data protection

Gommac B.V. collects, processes and stores your personal data exclusively within the framework of the legal provisions and in compliance with the GDPR and the BDSG (Federal Data Protection Act).

Data will not be passed on to third parties without your consent.

The details about the purposes of data processing can be found in the privacy policy of Gommac B.V.: <https://123Machinery.com/en/dtp/privacy-policy>

Complaints, requests for information and other concerns about data protection should be addressed to the person responsible at Gommac B.V.:

Joris van Gompel, [info@123Machinery.com](mailto:info@123Machinery.com), Tel. No. 0031 625 047 963

For further contact details, please refer to the legal notice. <https://123Machinery.com/en/imp/legal-notice>

## § 7 Changes to the Terms of Use

Gommac B.V. may amend these Terms of Use from time to time to implement legal requirements or to reflect changes in functionality. All changes to these Terms of Use will be published on this platform. If the user does not agree with the change of the terms of use, he will not be able to use this service anymore. By using the website, the user agrees to these terms of use.

**Status of the terms of use: 01. Jan. 2022**