

SITE TERMS AND CONDITIONS OF USE

1. Definitions of some of the terms. Abbreviations

Throughout the content of this document, the following terms shall have the meanings given to them unless the context indicates otherwise.

Website - any of the websites www.lubexpert.ro, www.lex-cat.eu or any other website that informs the Visitors/Users that this privacy policy applies to them. Where this document makes express reference to only one or more of the sites listed above, that reference shall be deemed to be limiting.

Lubexpert, Seller - LUBEXPERT ROMANIA S.R.L., a company that is organized and operates in accordance with the Romanian law, with its registered office in Satu Mare municipality, 2 Parc Industrial Sud, Satu Mare county, Romania, postal code 440247, registered with the Trade Register under number J30/304/2002, CUI 14710237.

Visiting the Site - connecting to the Site without carrying any of the following operations: Logging in, placing Orders.

Using the Site - carrying at least one of the following operations: Logging in, placing an Order.

Registration - creation and activation of the User Account, after performing all the necessary operations, as indicated in this document.

Authentication - the process of verifying the User's identity. It is done by entering the Username and Password. Successful authentication opens the possibility for the User Account to be used by the person who has authenticated.

Visitor - person and/or I.P. (Internet Protocol) address accessing the Site and who is not a User.

User - designates a person/entity using the Site. Customer or Buyer - a legal person or an entity without legal personality, who is a "professional" within the meaning of Article 3 of the Civil Code and who, according to the law, has the capacity to conclude legal acts, and who has submitted at least one Order. The concept excludes natural persons ("consumers" within the meaning of the law).

User Account - an individual account for access to the websites www.lex-cat.eu, whose components are Username and Password.

Username - a string of signs created by the User Account Holder, the purpose of which is to identify the User Account Holder from other account holders.

Password - a string of tokens that has a secret character, being created and known to the User Account Holder, intended to ensure access to the User Account only after Authentication.

User Account Holder (or UAH) - the person/entity who created the User Account (whose details were provided during the Registration process).

Electronic Seller's Catalogue, Lex-Cat - the computer program available on the websites www.lex-cat.eu, through which the Products are displayed for sale and through which Orders can be placed. The Seller's Electronic Catalogue can only be accessed by Customers with a User Account.

Order - proposal addressed to the Seller by the Customer by which the latter expresses his will to conclude a sales contract, with the nomination (selection) of the Products that the Customer wishes to buy.

Product - movable good marketed by the Seller. Each assortment is assigned an identification code.

STCU - these Terms and Conditions of Use

2. General rules concerning the Site

- 2.1. Use of the Site must comply with these STCU.
- 2.2. Lubexpert owns the intellectual property rights to the Site.
The following are prohibited: reproduction and/or distribution without Lubexpert's permission of the content of the Site, unauthorized modification of the Site, subjecting the Site to computer attacks, accessing/using the Site in a way that may lead to its malfunction or blocking.
- 2.3. Violation of the rules of access/use of the Site may be sanctioned by Lubexpert, including by restricting or blocking the access to the Site.
- 2.4. Visiting/Using the Site shall be carried out in accordance with the legislation in force and the provisions of the STCU and in such a way as not to prejudice the proper functioning of the Site.
- 2.5. Visitors/Users are obliged to consult the STCU and conduct themselves in accordance with the requirements contained in the STCU.
- 2.6. Lubexpert has the right to modify the content of the Site at any time it deems it appropriate to do so and whenever it deems that its interests require changes to be made.
- 2.7. Any misconduct may be sanctioned, including suspension or cancellation of any user account. In the case of payments for the use of certain services offered on a subscription basis, suspension or cancellation of the account does not entitle the User to recover the subscription paid.
- 2.8. Visitors/Users have the right to use the forms on the Site (e.g. request for quotation, service, complaints, return of goods) for the purposes for which they have been published on the Site.

2.9. Lubexpert provides its customers with several facilities/services as shown below (the list is not exhaustive).

a). **Electronic Seller catalogue/Lex-Cat**, which allows Customers to:

- search and identify the Products;
- order the selected spare parts;
- select the billing details, desired payment method and preferred delivery method;

3. Special Rules and Procedures applicable to the www.lex-cat.eu website/Seller's Electronic Catalogue (Lex-Cat)

3.1. Through the website www.lex-cat.eu it is possible to access the Seller's Electronic Catalogue (Lex-Cat), which contains the products displayed for sale by the Seller as a distributor engaged in the wholesale of solid, liquid and gaseous fuels and derived products, the Product codes, the Product code search program, the offer program, the order program. The programs and applications found in the content of www.lex-cat.eu are the property of Lubexpert. The intellectual property rights owned by Lubexpert do not pass to the Visitors/Users of the Site as a result of Visiting/Using this site, and the latter are obliged not to infringe these rights. By using the programs/applications, the User acknowledges the intellectual property rights over the programs/applications and undertakes to observe these intellectual property rights. The user is responsible for compliance with these terms of use and rights by his or her agents/delegates.

3.2. To have access to the Seller's Electronic Catalogue it is necessary that:

- a) the user has previously completed the Registration.
- b) the User expressly accepts the STCU as well as the Privacy Policy published on the Site. The fulfilment of these formalities shall be considered as full and freely consented acceptance of the STCU provisions and shall be done by logging in to the site
- c) the user authenticates by clicking the "Login" command.

3.3. Password and User data can be changed at any time by the User Account Holder (UAH) after accessing the User Account and after Login;

3.4. The person providing data to Lubexpert, including for the purpose of Registration, is obliged to provide true and accurate data. Lubexpert shall not be liable for the provision by the User/Customer of unreal or inaccurate data.

3.5. UAH is obliged to update the data provided to Lubexpert.

3.6. UAH is responsible for the way he/she manages the User Account.

3.7. Ordering the Products from the Seller's Electronic Catalogue can only be carried out after the User/Customer has previously logged in.

3.8. After Authentication, the User/Customer will be able to select the Products he/she intends to order and will be able to submit the order. The transmission of the order has the value of transmitting a firm offer to purchase.

- 3.9. UAH shall be liable to the Seller for all the orders placed through the User Account, and all the orders so placed shall be deemed to have been validly submitted and shall be binding on the Seller. UAH has exclusive right of control over the User Account and is fully and unconditionally responsible for entrusting the Username and/or Password to other persons. The liability of UAH as defined above does not exclude the liability of other persons who have caused damage to the Seller by improper/unauthorized use of the User Account.

4. Limitation of Lubexpert liability

- 4.1. Lubexpert does not guarantee that the Site will operate uninterrupted or that it is free from defects. Lubexpert shall not be liable for any damages caused as a result of the failure of the Site to function, in whole or in part. In the case of services offered through the Site on a subscription basis, if the services cannot be accessed during the periods agreed by the parties, the subscribers shall be entitled to a pro rata reduction of the subscription fee, according to the same contractual terms.
- 4.2. Visitors/Users are solely responsible for obtaining the equipment necessary to access the Site. Visitors/Users are responsible for the way they configure their equipment and/or IT programs through which they access/use the Site. Visitors/Users must use their own protection software against viruses.
- 4.3. To the maximum extent permitted by law, Lubexpert's liability for any damages suffered by Visitors/Users of the Site in connection with Visiting/Using the Site is excluded. In all cases in which Lubexpert may be held liable, its liability shall be limited to compensation for the damage directly caused by it. If the agreements between the parties provide for a greater limitation of Lubexpert's liability, those provisions providing for a greater limitation of Lubexpert's liability shall prevail over the STCU provisions.
- 4.4. Regarding the Products, the Customer, directly or indirectly, will not undertake the following:
- a) Export or sell to any entity sanctioned/prohibited under EU trade sanctions regulations or on the Specially Designated Nationals and Blocked Persons List (SDN List) of the US Office of Foreign Assets Control (OFAC);
 - b) Export to any country for which an export license or other governmental approval is required without first obtaining all necessary licenses or other approvals;
 - c) Use any sanctioned entities for the transport of the Products and process any payments through any of these sanctioned entities;
 - d) Make any payment that does not comply with applicable laws and regulations.
- Also, by placing the order, the Customer confirms that the Customer complies with the laws and regulations of the European Union, the United States and the United Nations for export control and trade sanctions ("Export Control and Trade Sanctions"). In particular, the Customer confirms that: (i) neither the Customer nor its shareholders, ultimate beneficial owners, directors, officers, or subsidiaries are named or sanctioned in the context of export control and trade sanctions; and (ii) Customer does not use any entity named or sanctioned in the context of export control and trade sanctions.

5. Cookie files

5.1. For more information on the use of cookies please see the [Cookie Policy](#) published on the Site.

6. Privacy Policy

6.1. For more information on Lubexpert's privacy policy, please refer to the [Privacy Policy](#) published on the Site.

This is the version as of 21.03.2024, the date of the last modification.