

# Terms Of Use

Access to and use of Satair.com

The "satair.com" site accessible at <http://www.satair.com> and <https://spares.satair.com> (the "Site") is owned and operated by Satair A/S a company organized and registered under the laws of the Denmark under registration no. 78 41 97 17 with its principal office at Amager Landevej 147A, 2770 Kastrup, Denmark ("Satair" or "we" or "us").

To contact us, please send an e-mail at the following email address: [info@satair.com](mailto:info@satair.com) [mailto:](mailto:info@satair.com) or by phone +45 3247 0100.

These Terms of Use ("Terms") define the legal framework governing access to and use of the Site. By accessing or using, the Site, or by registering as a user on the Registered Site (as defined below), you agree to comply and be bound automatically, by these Terms as well their amendments in force at the time of your access to the Site, and you agree that such acceptance shall have the same legal value as a written express acceptance. If you do not accept these Terms, please do not (and you are not permitted to) access or use the Site. Please read carefully these Terms, as well as our Privacy Policy (available [here](#)), before using the Site. You should read these Terms every time you use the Site. We recommend that you print a copy of these Terms for future reference.

These Terms do not alter nor modify any other agreement you might have with any company of Satair or any of its Affiliates. For the purpose of these Terms, "Affiliate" means any entity directly or indirectly controlled by Airbus Group S.E., a European public limited-liability company (*Societas Europaea*) registered in the Netherlands under the number 24 28 89 45, having its registered office in Mendelweg 30, 2333 CS Leiden, Netherlands.

## 1. Use of the Site

Subject to your full and perfect compliance with these Terms, we grant you a personal, non-exclusive, non-transferable, free of charge and revocable right of access and use of the Site, and to benefit from some of the services offered through the Site. Any other rights are expressly excluded except otherwise provided in a specific written agreement.

Therefore, you shall not, and shall not authorize a third party to, without limitation, (i) modify, reproduce, represent, adapt and/or translate all or any part of the Site and/or related content; (ii) extract, all or any part of the Site and/or its content, or create any derivative work from all or part of the Site and/or its content; (iii) reverse engineer, decompile, disassemble or transform, in any way the object code of the Site into source code; (iv) distribute, sublicense, assign, share, sell, rent, lease or loan in any way the Site or the right to use the Site; (v) delete or modify any copyright, trademark or any other proprietary rights relating to the Site which we or our licensors own; or (v) use the Site for purposes other than those expressly authorized by these Terms.

In addition, it is strictly prohibited to (i) extract, by permanent or temporary transfer, or re-use all or part of the content of our Site to another medium, by any means and in any form; (ii) bypass or circumvent any measures employed to prevent or limit access to our Site; (iii) link to any portion of our Site for any purpose; and (v) use any device, software or routine that interferes or attempts to interfere with the normal operation of our Site or take any action that imposes an unreasonable load on our equipment.

We try to make the Site accessible seven (7) days a week and twenty-four (24) hours a day. We cannot warrant that the service will be continuous or without defect, but should the access to or the use of the Site be disturbed, then we will take all reasonable and proper steps to restore the access to or use of the Site.

We reserve the right to modify all or part of the Site, at any time without notification, including, without limitation, the right to delete, modify and/or vary any elements, features and functions of the Site, as well as the right to suspend, temporarily or permanently, access to all or part of the Site.

You recognize that you will be able to use the Site only if your device has an Internet connection. Traffic or access fees charged to you due to the use of the Site are subject to the general terms concluded with you Internet service provider or mobile network operator. You understand the risks associated with the use of Internet, including, without any limitation, unavailability of the Site, non-confidentiality or loss of integrity of the data transmitted, potential virus attacks, etc.

Without prejudice to our rights and remedies, we reserve the right to suspend temporarily or permanently your access to the Site, at any time, without notice in the event you violate any provision herein.

In the event we consider that your use of the Site is unlawful and/or unauthorized, and/or violates these Terms, we reserve the right to undertake any procedure we deem necessary, including to terminate these Terms and to take any legal action.

## 2. Special Terms and Conditions

Access to and use of certain services to you may be subject to acceptance by any of Satair's specific terms and conditions.

By accessing, or using the Site, you consent that Satair's General Terms and Conditions (available [here](#)) (the "**GTC**") shall apply any quotations, purchases or other transactions made via the Site.

## 3. Term and Termination

As long as you use the Site, these Terms shall be applicable between you and us.

We can terminate these Terms at any time and prevent you from accessing the Site.

In case of termination of these Terms, for any reason whatsoever, the rights granted to you hereunder shall be terminated and you will no longer be authorized to use the Site.

## 4. Proprietary Rights

The Site, its content, including, without limitation, their distinctive names, designations, logos and product and service marketing and all, trademarks, trade names, drawings, pictures, copyrights, patented information and databases and any other intellectual property rights in and to the Site are the property of Satair, the Affiliates or its licensors. Satair, Airbus, Satair's and Airbus' logos and product and service designations are protected trademarks of Satair and Airbus, respectively. Access to and use of the Site shall not be construed as assigning nor granting any license in respect of any kind of these proprietary rights. We reserve any rights related to the Site that are not expressly granted to users hereunder.

## 5. Restricted Site (login required)

Parts of the Site may require an Identification Code, and as such are only accessible to registered users only (the "**Restricted Site**"). This Clause 5 applies to the Restricted Site.

### Administrators and Restricted Users

Only employees of companies prior approved by Satair ("**Company**") can obtain access to the Restricted Site. The Company shall designate one or more administrators ("**Administrator**"), who has the right to authorize employees of the Company to access and use the Restricted Site ("**Designated Users**"). By signing up as an Administrator, you confirm that you are entitled to represent the Company for and in the management of these Terms and responsible for the compliance by the Designated Users and the Company's employees with these.

The Administrator(s) shall have the capacity to represent the Company with respect to the execution and performance of any contractual document related to the access, use and operation of the Site.

The Company shall be solely responsible for the enforcement of these Terms by its employees, including the Administrator(s) and the Designated Users. The Company shall ensure, at the Company's own expense, that and the Designated Users are qualified and properly trained for the purpose of the performance of these Terms.

The Administrator(s) shall appoint Designated Users and more Administrators, if relevant, among the employees of the Company. Each Administrator and Designated User shall be provided with a personal and confidential identification code, which formally identifies each Administrator and Designated User accessing and using the Restricted Site (the "**Identification Code**"). The Identification Code will be provided, at Satair's discretion, either by the Administrator, or by Satair.

Each and every access, use and operation of the Restricted Site with an Identification Code shall be deemed to have been made by the corresponding Administrator or Designated User.

You shall ensure that:

- (a) each Identification Code is used by the corresponding Designated User only and is personal to such Designated User;

- (b) each personal Identification Code shall not be communicated to any person other than the corresponding Designated User;
- (c) each Designated User accesses and uses the Site in accordance with the specific rights he/she has been granted under these Terms;
- (d) no third party can access the Identification Codes or the Restricted Site.

Should you become aware of any potential risk that Identification Code(s) could be or could have been disclosed to anyone other than the corresponding Designated User, then the Administrator shall be notified hereof immediately. The Administrator(s) shall then, without any delay, cancel the access to the Restricted Site in respect of such Identification Code(s) and notify Satair of such potential risk and of such cancellation of the Identification Code(s), notwithstanding Satair's rights to cancel such access.

The Company or the Administrator(s) shall inform Satair, without any delay, of any modification in the professional situation of the Administrator(s) and/or Designated Users, including without limitation leave or resignation from the Company. In such case, the Administrator(s) shall without delay cancel the access to the Restricted Site for the corresponding Designated Users or Administrator(s), notwithstanding Satair's rights to cancel such access.

Should you not comply with any provision of the Terms and/or any applicable laws and regulations, or should we fear that your access may possibly result in a breach of these Terms, including but not limited to confidentiality and/or security provisions and/or result in an illegal situation, we shall be entitled, at any time, without prejudice to its other rights and without prior notice, to restrict or suspend your access to all or part of the Restricted Site.

#### **Access Requirements**

You shall, at your own costs and under your sole responsibility and liability, procure, install and maintain the information technology equipment necessary to access the Site. You shall use all care and means available in the state of the art necessary to prevent intrusion of any third party and/or malicious codes into the Site.

You shall be responsible for obtaining and maintaining any relevant authorisations and/or accomplishing any and all relevant formalities necessary to have access to and benefit from the Site as well as for performing its own obligations under the Terms and/or any applicable laws and regulations.

We are entitled, without limitation for security purposes, to at any time modify or to have the Administrator to modify the Identification Codes. Any modification of such Identification Codes shall be notified by the modifying party to the other party.

#### **Confidentiality**

Unless otherwise agreed upon in these Terms or in a separate agreement between you and Satair, and unless the same information may be accessed in the freely accessible public area of the Site, all information made available by you or Satair through the Restricted Site in order to access, shall be deemed confidential information and shall not be disclosed by the receiving party to any third party and shall not be used for any purpose other than those agreed upon between the parties, even for the receiving party's internal needs.

Notwithstanding the above, Satair is entitled to disclose such information within Satair or to any Affiliates, provided the Affiliate exchanging such information has entered with each other into a confidentiality agreement.

#### **6. Liability**

Unauthorized use of this Site may give rise to a claim for damages and/or be a criminal offence.

You expressly agree that your use of the Site is at your sole risk. Satair, its officers, employees, contractors or content providers shall not be liable for any loss or damage arising from or otherwise in connection with your use of this Site or any information, services or content on this Site.

You will be responsible for any loss we suffer as a result of your violation of these Terms or any instructions given by Satair, including information given during the installation process of the Site or instructions related to all security requirement communicated by Satair to you. You agree to indemnify and hold harmless Satair and the Affiliates, and their respective affiliates, successors, assigns, employees, agents, directors, officers and shareholders, managers, licensors and insurers, from and against all losses, expenses, damages and

costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms or any breach by you of your representations and warranties hereunder.

To the extent permitted by applicable laws, the Site and its content are made accessible on an "as is" and "as available" basis. Satair gives no warranty nor represents, without limitation, that (i) the Site and its supporting elements will meet your requirements, (ii) the same will be uninterrupted, timely, or default and error free, (iii) the result that may be displayed through the Site will be accurate, up to date or reliable, (iv) the quality of any data, information or other material obtained will meet your expectations and that such data, information and other material will be default and error free, or that any errors will be corrected. We reserve the right to correct any errors or omissions on our Site. Although we intend to take reasonable steps to prevent the introduction of viruses, worms, "trojan horses" or other destructive materials to our Site, we do not guarantee or warrant that our Site or materials that may be downloaded from our Site do not contain such destructive features. We are not liable for any damages or harm attributable to such features. If you rely on our Site and any materials available through our Site, you do so solely at your own risks. You shall be responsible for backing up your own system, including any content downloaded through the Site.

Notwithstanding the preceding provisions, Satair agrees to support the defence of you against any claim alleging that the normal use by you of the Site infringes the intellectual property rights of any third party by answering your reasonable related information requests, provided you notify Satair in writing of any such claim within fifteen (15) days from the date it has knowledge of the latter.

Our Site may contain various combinations of text, images, audiovisual productions, opinions, statements, facts, articles or other information created by us or by third-parties. Due to the number of sources from which content on our Site is obtained, and the inherent hazards of electronic distribution, there may be delays, omissions or inaccuracies in such content. Accordingly, such content is for your reference only and should not be relied upon by you for any purpose. Information created by third parties that you may access on our Site or through links is not adopted or endorsed by us and remains the responsibility of such third parties.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our Site (or any part thereof) with or without notice. You agree that Satair shall not be liable to you or any third party for any such modification, suspension or discontinuance of our Site. In addition, in the event you breach these Terms or engage in any activity that is harmful to us or our users, we reserve the right to terminate your access to our Site or take any other actions that we believe to be in our interest and of our users as a whole.

## **7. Links to Third-Party Websites**

The Site may contain hyperlinks to websites operated by parties other than Satair. Such hyperlinks are provided for your reference only. We are not responsible for (i) the availability or the content of other services that may be linked to our Site, or (ii) the privacy or other practices of such websites.

Because we have no control over such services, you acknowledge and agree that we are not responsible for the availability of such external services, and that we do not endorse or approve and are not responsible or liable for any content, accuracy, quality, advertising, products, services or other materials on or available from such services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through such service.

We are not responsible for hypertext links from any and all third party web sites to the Site and forbid anybody to establish such a link without Satair prior written authorization.

## **8. Data Protection and Privacy**

When you access and use the Site, we may collect, use and process, to the extent permitted by law, your personal data provided by you (such as your name, country code, phone number, primary working area, time zone and your email address) or generated as a result of your access and use of the Site. For more details on how your personal data is used, please consult our Privacy Policy (available [here](#)). By using the Site, you consent to the collection and processing of your personal data by us, in accordance with our Privacy Policy, and warrant that all data provided by you is up to date, comprehensive and that you will maintain the accuracy of this information by updating them when necessary.

You are amongst other things entitled to a right of access, modification and deletion as to your personal data. To this effect, please contact Satair by e-mail at the following address: [dataprivacy@satair.com](mailto:dataprivacy@satair.com). Also, you have the right to withdraw your consent at any time.

We are committed to protecting your privacy and the confidentiality of your personal data. However, we are not able to control the use by third parties of any information concerning you that may appear on the Site.

## **9. Modification of these Terms**

We may modify or adapt these Terms at any time, for the future. We will inform you of any substantial modification by placing a notice on the Site. Your continued access and use of the Site after a modification or adaptation of these Terms will be deemed as your acceptance of any modified terms.

If you disagree with any modification or adaptation of these Terms, you must cease accessing and using the Site.

## **10. Governing Law and Disputes**

These Terms are governed by and construed in accordance with the laws of Denmark, subject to any local applicable non derivable public policy rule.

In case of dispute, we encourage you to contact us on [info@satair.com](mailto:info@satair.com), in order to find an amicable solution. If no amicable solution can be reached, any dispute arising in connection with these Terms shall be subject to the jurisdiction of the courts of Denmark. We inform you that you can use a mediation procedure or any other alternative dispute resolution methods, prior to litigation.

## **11. Miscellaneous**

These Terms form the entire agreement between you and us with respect to the subject matter hereof, and supersede the terms of any other communications or advertising with respect to the Site. These Terms shall coexist with, and shall not supersede, our Privacy Policy (available [here](#)) and Cookie Policy (available [here](#)).

If any provisions hereof are determined to be illegal, invalid or otherwise unenforceable, in whole or in part, by reason of the laws of any state or country in which these provisions are intended to be effective, then to the extent and within the jurisdiction in which such provisions are illegal, invalid or unenforceable, they shall be severed and deleted from these Terms and the remaining provisions shall survive and continue to be binding and enforceable.

Failure by any party to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Nothing herein shall be construed as granting, directly or indirectly, any rights to any third parties, and third parties are not allowed to enforce any of the provisions herein against us.

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