

Tadano Oceania's Standard Terms and Conditions of Use: CAD Files

Please be advised that use of all CAD files is subject to Tadano's terms of use. This Terms of use stipulate the terms and conditions for data and services offered by the Tadano Group on this website. Please be advised that you follow this agreement regarding the use of data and services provided on this website.

I. Use of data and limitation of liability;

All news, data, services and other information published on the Website are the property of the Company. Such information may not be disclosed without the prior written consent of the Company, regardless of whether such information appears in hardcopy or electronic form.

The data published on the Website (the "Data") is the sole property of the Company. By using the Website, the User confirms following terms:

- I. The company provides data for the purpose of planning or viewing the use, movement, maintenance, or work of the machine. The Data is for reference use only and may vary from the actual machinery.
- II. The User is responsible for assessing, and hereby assumes, all risks associated with the use of any Data, including with respect to the accuracy, completeness or fitness of such Data.
- III. The Company shall in no way be held liable for, without limitation, errors or omissions in the Data, or for any loss or damage arising from the use of any Data, including damage caused by computer virus or harmful code.
- IV. The Company shall in no way be held liable for any direct or incidental damages incurred by the User or any third party with respect to, without limitation, loss of profits, expenses, loss of data, loss of software packages or damaged or lost hardware incurred by the User or any third party, including any costs incurred in mitigating, recovering, reproducing or repairing such losses or damage.
- V. When using the CAD data provided, the User understands that deflection of the boom is not included in the models. The models are intended only as a representation of the products offered by the Company.

II. Limitations of use;

The user can use data only for the purpose of planning or viewing the use, movement, maintenance, or work of the machine. Unless the User has received prior written consent from the Company, he/she may not: (i) distribute the Data as part of an external service, or (ii) copy or post the Data on any website, or (iii) distribute the Data on any storage medium whatsoever, or (iv) use the Data with the aim of competing with the Website service.

Without limiting the foregoing, the User agrees not to use the Website service to: As written below, download, publish or transmit in any manner whatsoever data or content that is unlawful, harmful, threatening, abusive, harassing, criminal, defamatory, vulgar, obscene, privacy-invasive, odious or reprehensible on racial, ethical or other grounds.

- Harm minors in any way whatsoever.
- Impersonate another person or entity, or submit misleading or false declarations concerning the User's or the Company's affiliation with a person or entity.

- Falsify the headers or manipulate the identifiers in any other way for the purpose of concealing the origin of any Data sent via the service.
- Download, publish or transmit in any manner whatsoever any content infringing any patent, registered trademark, trade secret, copyright or other exclusive rights of any party.
- Download, publish or transmit in any manner whatsoever any form of unsolicited or unauthorized advertising, promotional materials, unwelcome publicity, unwanted mail or any other form of solicitation.
- Download, publish or transmit in any manner whatsoever any material containing computer viruses or any other code, file or computer program designed to interrupt, destroy or restrict the normal use of any software, computer hardware or telecommunications devices.
- Impede or interrupt the Website service or the servers or networks connected to the Website service, or violate any conditions, procedures, policies or regulations governing the networks associated with the Website service.
- Harass another user of the Website in any manner whatsoever.
- Compile or store personal data about other users of the Website.

III. Links to third-party websites;

The Website contains direct or indirect links (hyperlinks) to other websites, homepages or web pages (collectively, "Other Sites"). The Company offers such links solely as a convenience to users of the Website. The operators or providers of such Other Sites are solely responsible for the content and information therein. To the extent that such Other Sites are beyond the reasonable control of the Company, the existence of a hyperlink on the Website does not mean that its content (or the content of the corresponding Other Site) has been approved by the Company. Therefore, the Company shall in no way be liable for any loss or damage arising from the use of such hyperlinks or Other Sites.

IV. Treatment of personal data;

When acquiring CAD data, the user needs to answer the questionnaire. In this case, the user agrees to provide accurate information on personal information (nationality, work place, industry type, purpose of using CAD data, 3DCAD software you use now and email address) and provide it. The user agrees that personal information may be transferred to our affiliates, subsidiaries and partners of companies for improving our services. The User's account must only be used by the person that registered with that particular name and email address. Users of the Website are not allowed to use any account other than their own. The User is hereby informed that component manufacturers registered on the Website only receive data about users that have downloaded data from their respective catalogs.

V. Right to remove or disable access;

The Company reserves the right to terminate access if the User violates these Standard Terms and Conditions.

The Company will have the right, but not the obligation, to terminate or disable access to any Data, with immediate effect, if such Data could be (i) defamatory, obscene, violent, offensive or otherwise unacceptable, undesirable and reprehensible in the Company's sole discretion; (ii) in violation of any laws, legislation or third-party rights, including without limitation rights governed by copyright and laws prohibiting slander, libel and invasion of privacy; or (iii) in violation of the foregoing limitations of use and which is brought to the knowledge of the Company.



VI. Notices;

The User agrees that any notices made by the Company pursuant to these Standard Terms and Conditions are to be delivered to the User by plain text email.

Without limiting the foregoing, this provision shall apply to emails potentially containing confidential data about the User, including his/her password, if forgotten and requested by the User.

VII. Tadano services and warranty;

The Company intends to provide the best performance in order to offer the User a reliable Website and services; however, the User acknowledges that the security of data on the Internet cannot be fully warranted. Services are therefore provided on an as-is basis, and insofar as Website availability cannot be guaranteed at all times due to technical conditions inherent to the Internet and its use, the Company shall not be held liable for any loss or damage incurred by the User or third parties due to service interruptions of the Website unavailability or maintenance and faulty Internet connection (or loss thereof) or any other event or circumstance.