

## Terms of use and legal notice

Welcome to the Terms of Use for Doosan Bobcat EMEA s.r.o. and Doosan Infracore Europe B.V. with registered office at Wilgenweg 2, Groot Ammers, 2964AM, The Netherlands and registered under number KvK 17046843 ("we" or "us" or "Doosan ") web site located at [www.useddoosan.com](http://www.useddoosan.com) & [www.usedbobcat.eu](http://www.usedbobcat.eu) (this "Web Site"). By using this Web Site, you agree to be bound by the terms and conditions set forth in these Terms of Use. If you do not agree to these Terms of Use, you may not use this Web Site.

## Modifications

We may update or modify these Terms of Use at any time. When we modify these Terms of Use, we will incorporate the modifications into this document and will revise the "last updated" date at the top of this web page. Modifications to these Terms of Use will automatically be effective two (2) days after they are initially posted on this Web Site. Please check these Terms of Use periodically for changes. Your continued use of this Web Site following the posting of changes to the Terms of Use constitutes acceptance of those changes.

We may update this Web Site at any time. While we endeavor to keep this Web Site's descriptions of our products and related services up to date, you should verify this information with your local dealer.

## Scope of Use

We invite you to view, use and download small portions of the product descriptions, other data, text, graphics, software, audio and video files and photos on this Web Site ("Content") for your informational, non-commercial use, provided that you leave all the copyright, trademark and other proprietary notices intact. You shall not modify, display or distribute this Web Site or any portion thereof without our written permission.

## Rules of Conduct

Certain areas of this Web Site may permit you to upload or post Content (such as messages and feedback), or to otherwise interact with this Web Site and its participants. It is a violation of these Terms of Use for any user (including you), when using this Web Site to:

- (a) use this Web Site for illegal purposes or in violation of any applicable laws or regulations;
- (b) upload, post, e-mail or distribute any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- (c) upload, post, e-mail or distribute the proprietary information of another (whether protected by copyright, trademark, trade secret, right of publicity or other proprietary right) without the express permission of the owner of such right; any person who has been found repeatedly to violate the intellectual property rights of others shall be barred from accessing or using this Web Site;
- (d) copy, sell, resell or exploit for commercial purposes, any portion of this Web Site, provided that you may use items of Content in accordance with the Scope of Use section above;
- (e) upload, post, e-mail or distribute any Content that is unlawful, deceptive, misleading, false, counterfeit, stolen, threatening, harassing, abusive, obscene, pornographic, defamatory, racially or ethnically objectionable, or in violation of the personal privacy rights of another;
- (f) intentionally forge headers, manipulate identifiers or otherwise engage in any activities intended to withhold or cloak a user's identity or contact information;
- (g) upload, post, e-mail or distribute any Content that contains software viruses, trap doors, hot keys, time bombs or any other computer code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (h) use any device, software or routine to interfere or attempt to interfere with the proper working of this Web Site;
- (i) use any robot, spider, other automatic device, or manual process to monitor or copy any Web

Site pages or any Content without our prior express written permission;

- (j) take any action that imposes an unreasonable or disproportionately large load on our infrastructure as determined by us in our sole discretion;
- (k) send unsolicited commercial messages or communications in any form (spam);
- (l) decompile, disassemble, reverse engineer or otherwise attempt to discover the source code or trade secrets of this Web Site; or
- (m) assist or permit any persons in engaging in any of the activities described above.

Each user of this Web Site, including you,

- (a) is responsible for the Content that he or she creates and submits to this Web Site, and the consequences of its use or submission;
- (b) is responsible for ensuring that the Content that the user transmits and receives through this Web Site complies with all applicable laws and regulations (including those relating to export control) and these Terms of Use; and
- (c) is responsible for ensuring that all Content the user transmits to this Web Site is accurate, truthful, up-to-date and complete.

We may preserve Content and may also disclose Content and its origin if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Use; (c) respond to claims that any Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Web Site users, the public and us.

## User Submissions

By submitting Content to this Web Site (such as feedback), you grant to us a perpetual, irrevocable, worldwide, royalty-free, sublicensable (through multiple tiers) license to use, reproduce, cache, store, modify, publicly perform, publicly display, distribute and transmit such Content for any purpose, and waive any moral rights and publicity rights in such Content.

## Usage Monitoring

Doosan does not pre-screen the Content you submit to this Web Site, and Doosan shall not be responsible for policing, monitoring or editing such Content. Doosan shall have the right, but not the obligation, to monitor Content and use of this Web Site to improve its performance, for legal and regulatory requirements, and to determine compliance with these Terms of Use and other applicable policies and procedures of Doosan. Doosan shall have the right in its sole discretion to refuse to post or to remove any Content on this Web Site that it believes to be in violation of these Terms of Use or which it finds to be otherwise objectionable for any reason, without any liability to you. Doosan will look into possible violations when information that is sufficient to warrant an investigation is brought to Doosan's attention.

## No Warranties

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE APPLICABLE PURCHASE AGREEMENT, IF ANY, THIS WEB SITE AND ALL CONTENT, PARTS, OTHER PRODUCTS AND SERVICES AVAILABLE ON OR THROUGH THIS WEB SITE (COLLECTIVELY, "MATERIALS") ARE PROVIDED TO YOU ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, DATA ACCURACY, SYSTEMS INTEGRATION OR QUIET ENJOYMENT. DOOSAN AND ITS AFFILIATES MAKE NO WARRANTY AS TO THE COMPLETENESS, TIMELINESS, OR RELIABILITY OF ANY MATERIALS AVAILABLE ON OR THROUGH THIS WEB SITE. YOU ARE RESPONSIBLE FOR VERIFYING INFORMATION BEFORE RELYING ON IT. USE OF THE MATERIALS IS AT YOUR SOLE RISK. DOOSAN EMEA MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THIS WEB SITE WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY

CONTENT YOU MAY OBTAIN FROM THIS WEB SITE IS FREE OF VIRUSES AND OTHER POTENTIALLY HARMFUL DEVICES.

## Limitation of Liability

DOOSAN AND ITS AFFILIATES SPECIFICALLY DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE, FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR RELATING TO THE MATERIALS OBTAINED THROUGH THE USE OF THIS WEB SITE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE BY ANY PARTY ON SUCH MATERIALS; LOST DATA; OR DELAYS, BREAKDOWNS OR INTERRUPTIONS IN YOUR USE OF THIS WEB SITE (INCLUDING, WITHOUT LIMITATION, DELAYS, BREAKDOWNS OR INTERRUPTIONS DUE TO PROBLEMS WITH PHONE LINES OR MODEMS, ACTS OF GOD, FAILURE OF A TELECOMMUNICATIONS SERVICE PROVIDER TO PROVIDE SERVICE, OR THEFT OR UNAUTHORIZED ACCESS TO THE MATERIALS).

## Proprietary Rights

Bobcat®, Doosan® logo and the colors of the Bobcat and Doosan machines are registered trademarks in the United States, in the European Union, and various other countries throughout the world. Unauthorized use of any Bobcat trademarks, service marks or logos may be a violation of applicable trademark laws.

Doosan and/or its licensors own all intellectual property rights in this Web Site. This Web Site is protected by applicable copyright laws. Except as expressly described in the "Scope of Use" section above, you may not modify, reproduce, perform or display (a) the content on this Web Site; (b) the design or layout of this Web Site, or individual sections of the design or layout of this Web Site; or (c) Bobcat® and Doosan® trademarks, service marks or logos without our written permission.

Please see this Web Site for our additional policies, including, without limitation, our procedures relating to Copyright Infringement all of which are incorporated herein by reference.

## Links

This Web Site may contain links to web sites operated by other parties. The linked sites are not under the control of Doosan, and Doosan is not responsible for the content available on any other Internet sites linked to this Web Site. Such links do not imply Doosan's endorsement of material on any other site, and Doosan disclaims all liability with regard to your access to such linked sites. Doosan provides links to other Internet sites as a convenience to users, and access to any other Internet sites linked to this Web Site is at your own risk.

Unless otherwise set forth in a written agreement between you and Doosan, you may link your web site to the home page of our Web Site, provided that you adhere to the following linking policy: (i) any link to Doosan's Web Site must be a text only link and clearly marked "Doosan Web Site," (ii) the appearance, position and other aspects of the link may not be such as to damage or dilute the goodwill associated with Doosan's name and trademarks, (iii) the link must "point" to the URL [www.useddoosan.com](http://www.useddoosan.com) & [www.usedbobcat.eu](http://www.usedbobcat.eu) and not to other pages within the Doosan Web Site, (iv) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, or associated with Doosan, (v) when selected by a user, the link must display the Doosan Web Site on full-screen and not within a "frame" on the linking site, and (vi) Doosan reserves the right to revoke its consent to the link at any time and in its sole discretion.

## E-mail

E-mail submissions over the Internet may not be secure. Please consider this fact before e-mailing any personal or confidential information.

## Violations

Doosan reserves the right to seek all remedies available at law and in equity for violations of these Terms of Use, including suspending or blocking your access to this Web Site.

## Miscellaneous

Doosan makes no representation that the information in this Web Site is appropriate or available for use in other locations, and access to the Doosan Web Site from territories where the content of the Doosan Web Site may be illegal is prohibited. Those who choose to access the Doosan Web Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. These Terms of Use constitute the entire agreement between Doosan and you with respect to the [www.useddoosan.com](http://www.useddoosan.com) .

## Web Site.

Notwithstanding anything to the contrary in the foregoing, Doosan may obtain from a court any interim or provisional relief that may be necessary to protect Doosan's rights or property.

## Questions

If you have any questions about our Terms of Use, please email us at [communications.emea@doosan.com](mailto:communications.emea@doosan.com) .