

# LEGAL NOTICE AND GENERAL CONDITIONS OF USE OF THE WEBSITE

## I. GENERAL INFORMATION

The ownership of this website (hereinafter, Website) is held by: BLAY MARINE TECH, S.L. (hereinafter, BMT), with Tax Identification Number B66070947 which is registered in the Mercantile Registry of Barcelona with the following registry data: Volume: 43847, Page 178, Sheet: B-440140 and whose contact details are:

- Address: Calle Estany, 17 Nave F – 08038 Barcelona
- Contact email: [hola@bmt-repairs.com](mailto:hola@bmt-repairs.com)

## II. GENERAL TERMS AND CONDITIONS OF USE

### 1. The Web Site

The purpose of these General Conditions of Use (hereinafter, **Conditions**) is to regulate access to and use of the Website. For the purposes of these Conditions, the following shall be understood as a Web Site: the external appearance of the screen interfaces, both statically and dynamically; and all the elements integrated both in the screen interfaces and in the navigation tree (hereinafter, **Contents**) and all those online services or resources offered to Users (hereinafter, **Services**).

BMT reserves the right to modify, at any time, and without prior notice, the presentation and configuration of the Website, the Contents and Services that may be incorporated therein. The User acknowledges and accepts that, at any time, BMT may interrupt, deactivate and/or cancel any of these elements that are integrated in the Website or access to them.

Access to the Website by the User is free and, as a general rule, it is free without the User having to provide any consideration in order to enjoy it, except in relation to the cost of connection through the telecommunications network provider contracted by the user for accessing the Website.

Access to the public part of the Web does not require previous registration or subscription as a user.

### 2. The User

Access, browsing and use of the Web Site confers the condition of User. Therefore, the User accepts, from the beginning of navigation through the Web Site, all the Conditions set forth herein, as well as its subsequent modifications, without prejudice to the application of the relevant legal regulations of mandatory compliance as the case may be. Given the relevance of the foregoing, it is recommended that the User reads the present Conditions each time he or she visits the Website.

The Website provides a wide range of information, services and data. The User assumes responsibility for the correct use of the Website. This responsibility shall extend to:

- All use of information, content and / or services and data offered by BMT, which must be compliant with the provisions of these Conditions, the law, morality or public order. Moreover, the use cannot, in any way, involve injury to the rights of third parties or the operation of the same Web Site.
- The veracity and legality of the information provided by the User in the forms issued by BMT for access to certain Content or Services offered by the Website. In any case, the User will immediately notify BMT about any fact that allows the improper use of the information registered in these forms, such as, but not only, theft, loss, or unauthorized access to identifiers and / or passwords, in order to proceed to its immediate cancellation.

Access to this Website does not imply any kind of commercial relationship between BMT and the User.

The User declares that he/she is of legal age and has sufficient legal capacity to be bound by these Conditions. Therefore, this BMT Web Site is not intended for minors. BMT disclaims any liability for failure to comply with this requirement.

The Web Site is intended primarily for Users residing in Spain. BMT does not warrant that the Website complies with the laws of other countries, either in whole or in part. If the User resides or is domiciled elsewhere and decides to access and / or browse the Web Site will do so under its own responsibility, you must ensure that such access and navigation complies with local legislation that is applicable, not assuming BMT any responsibility that may arise from such access.

### **III. ACCESS TO AND BROWSING OF THE WEBSITE: EXCLUSION OF WARRANTIES AND LIABILITY**

BMT does not guarantee the continuity, availability or usefulness of the Web Site or the Content or Services. BMT will do everything possible for the proper functioning of the Website, however, does not take responsibility or guarantee that access to this Website will not be uninterrupted or error-free.

Neither is it responsible for, nor does it guarantee that the content or software that can be accessed through this Website is free from error or causes damage to the User's computer system (software and hardware). In no case will BMT be liable for any loss, damage or injury of any kind arising from access, browsing and use of the Website, including, but not limited to, those caused to computer systems or those caused by the introduction of viruses.

BMT is also not responsible for any damage that may be caused to users by improper use of this Website. In particular, it is not responsible in any way for the falls, interruptions, lack or defect of telecommunications that may occur.

#### **IV. LIAISON POLICY**

The Website of BMT makes or may make available to users links, banners, buttons, directories, search engines or other means that allow users to access websites owned and / or managed by third parties.

The installation of these links, directories and search engines on the Web Site is intended to facilitate Users' search and access to information available on the Internet, without being considered a suggestion, recommendation or invitation to visit them.

BMT does not offer or market by itself or through third parties the products and / or services available on such linked sites.

It also does not guarantee the technical availability, accuracy, veracity, validity or legality of sites outside its property that can be accessed through links.

BMT in no case review or control the content of other websites, nor does it approve, examine or own products and services, content, files and any other existing material on those linked sites.

BMT does not assume any responsibility for any damages that may arise from the access, use, quality or legality of the contents, communications, opinions, products and services of websites not managed by BMT and which are linked to this Website.

The User or third party who makes a hyperlink from a web page of another, different, website to the Website of BMT should know that:

No reproduction of all or part of any of the Content and / or Services of the Website without the express permission of BMT.

No false, inaccurate or incorrect statements may be made about BMT's Web Site or its Contents and/or Services.

With the exception of the hyperlink, the website on which this hyperlink is established shall not contain any element of this Website, protected as intellectual property by Spanish law, unless expressly authorised by BMT.

The establishment of the hyperlink does not imply the existence of relations between BMT and the owner of the website from which it is made, nor the knowledge and acceptance of BMT of the content, services and / or activities offered on the website, and vice versa.

#### **V. INTELLECTUAL AND INDUSTRIAL PROPERTY**

BMT, by itself or as a transferee, is the owner of all intellectual and industrial property rights of the Web Site, as well as the elements contained therein (including but not limited to images, sound, audio, video, software or texts, trademarks or logos,

combinations of colours, structure and design, selection of materials used, computer programs necessary for its operation, access and use, etc.). They will be, therefore, works protected as intellectual property by the Spanish legal system, being applicable to both the Spanish and European legislation in this field, as well as international treaties relating to the subject and signed by Spain.

All rights reserved. Under the provisions of the Law of Intellectual Property, the reproduction, distribution and public communication, including its mode of making available, of all or part of the contents of this website, in any medium and by any technical means, are expressly prohibited, unless express permission of BMT.

The User undertakes to respect the intellectual and industrial property rights of BMT. You may view the elements of the Website or even print, copy and store them on your computer's hard drive or on any other physical support provided that it is solely for your personal use. The User, however, may not delete, alter or manipulate any protection device or security system installed on the Website.

If the User or third party considers that any of the Contents of the Website involves a violation of intellectual property protection rights, it must immediately inform BMT through the contact details in the GENERAL INFORMATION section of this Legal Notice and General Conditions of Use.

## **VI. LEGAL ACTIONS, APPLICABLE LAW AND JURISDICTION**

BMT reserves the right to bring any civil or criminal action it deems necessary for the improper use of the Website and its Contents, or for non-compliance with these Conditions.

The relationship between the User and BMT will be governed by the regulations in force and applicable in the Spanish territory. Should any dispute arise in relation to the interpretation and/or application of these Conditions, the parties shall submit their disputes to ordinary jurisdiction and submit to the corresponding judges and courts in accordance with the law.

**Last modified: 13 November 2020.**