

## General User Terms & Conditions [www.lisman.nl](http://www.lisman.nl)

**Website:** The website [www.lisman.nl](http://www.lisman.nl) is maintained by Lisman Vorkheftrucks BV, situated in IJsselstein;

**User:** the person who is registered on the Website;  
**Personal Details:** the details provided by the User that refer to him or herself, including name, address and e-mail address;

Lisman Vorkheftrucks BV and/or its subsidiary or sister organisation(s) as stated on the Website;

**Registration:** registering of the User on the website by means of fully completing the registration form available on the Website;

**User Agreement:** the agreement between Lisman and User;

**General User Terms & Conditions:** these general terms and conditions

### **Article 1. Applicability**

1.1 The General User Terms & Conditions are applicable for the relationship between the User on one side, and Lisman on the other, for the use of the Website. Lisman's privacy policy is also applicable. It is the user's responsibility to regularly consult Lisman's privacy policy on the Website.

1.2 The applicability of General Terms & Conditions other than the present ones is excluded.

### **Article 2. User Agreement**

2.1 The User Agreement is created by Registration on the Website and enables Users to follow the progress of machine auctions on the Website, amongst other things. The User Agreement is non-transferrable. The User provides their personal details to Lisman upon Registration.

2.2 Lisman sends confirmation of the Registration by e-mail to the User at the e-mail address given, after which the User can gain access to the Website with the use of a password. The User is obliged, upon entering the Website, to behave appropriately and not to cause any damage to the Website or any of its users. The User is liable for all transactions that take place on the Website once access has been attained by means of the User's password.

2.3 The User guarantees the correctness and completeness of the Personal Details provided at Registration. If the Personal Details change at any point, the User is obliged to inform Lisman of these changes.

2.4 Lisman reserves the right to refuse Registration and/or end it unilaterally.

2.5 Lisman records in its administration the Personal Details it receives. By Registering on the Website, the User gives permission for the registered Personal Details to be saved and used.

2.6 Users are prohibited from reproducing the Website or any part of it or making it available (by means of deeplinking or otherwise) without prior written consent from Lisman.

2.7 Through (one-off) Registration, the User accepts these General User Terms & Conditions every time the User logs into the Website.

### **Article 3. Security**

3.1 Lisman makes every reasonable effort to protect its systems against loss of data and/or any form of unlawful use, and applies suitable technical and organisational measures to ensure this, whereby the state of technology is also taken into account.

3.2 Lisman is however not liable for loss of data, damage to files, unlawfully gained access to computers or files, viruses or other unlawful programmes or files spread via the Website, or any other consequences from the use of the Website.

3.3 The Website can contain links to other websites. Lisman has no control over such sites and is not liable for their content.

### **Article 4. Liability**

4.1 The liability of Lisman, if and where liability remains after other conditions from these General User Terms & Conditions have been applied, will always be limited to the relevant amount stated in Lisman's liability insurance, plus the excess amount according to the relevant policy, or, if it is less, to the invoice amount involved with the order. This limit does not apply for intentional or gross neglect by Lisman.

4.2 Lisman is not liable for indirect or consequential loss. Furthermore, all claims against Lisman relating to any defects with the Machines or relating to (alleged) infringement of the rights of (intellectual ownership of) third parties are excluded.

4.3 When using third parties, Lisman will always proceed with the necessary caution. Lisman is also not liable for any shortcomings of these third parties.

## **Article 5. Changes; working**

5.1 If and when any conditions in the general Terms & Conditions is invalid or cancelled, the other conditions in the General Terms & Conditions will remain applicable and undiminished. Lisman will then record new conditions to replace the invalid/cancelled conditions, whereby the purpose of the invalid/cancelled conditions will be respected as much as possible.

5.2 These General User Terms & Conditions can only be deviated from with written consent from an authorised Lisman representative.

5.3 Lisman reserves the right to change these General User Terms & Conditions. Changes come into effect 24 hours after they are announced to the User by e-mail.

## **Privacy policy**

This website is managed by Lisman Vorkheftrucks BV. During your visit to this internet website, Lisman can collect personal details about you, both directly (via a request for your details) and indirectly.

Lisman will only use these personal details for the purposes described in this Privacy Statement, and will take the necessary measures to protect the personal details that are collected.

## **Purposes of data processing**

Lisman collects and processes data about clients and visitors to this internet website for the benefit of its operational management, to bring possibly relevant products and services to your attention, to make them available to you, and to develop web statistics. The information provided by you can be used to contact you if necessary, for example to inform you about changes in functionality of the internet website, or to offer you services or products which might be of interest to you (unless you have indicated that you do not want to receive any offers of services or products).

## **Cookies**

Lisman can collect and analyse information about the use of this internet website, including domain names, the number of hits, the pages visited, previous and subsequent internet websites visited and the duration of the user session. This data can be collected with the help of a cookie. A cookie is a small text file that our webpage-server places on your hard drive. You can allow or restrict the use of cookies as required by changing your browser settings. A cookie makes the use of this internet website faster and easier.

## **Internet websites of third parties**

This Privacy Statement is not applicable for internet websites of third parties that are linked to this internet website by links.

### **Exercising rights**

If you do not wish to receive any marketing information from Lisman Vorkheftrucks BV, you can request this using the personal settings on MyLisman.nl.

## **Questions**

If you have any questions about this Privacy Statement, our activities in the field of data processing, or your experience with this internet website, please contact us at [info@lisman.nl](mailto:info@lisman.nl) or by normal post:

Lisman Vorkheftrucks BV

Techniekweg 1

3401MH IJsselstein

The Netherlands

## **Changes to Privacy Statement**

Lisman reserves the right to make changes to this Privacy Statement. It is recommended to consult this Privacy Statement regularly, so that you are aware of any changes.