

Terms and conditions of use

Online Tools

1-PREAMBLE :

The purpose of these general terms and conditions of use for Online Tools (hereinafter the "GCU"), published by MANITOU BF (hereinafter "MANITOU"), is to set out the terms and conditions of use for Online Tools.

Any person having access to Online Tools and the services offered, for whatever reason, the place where he or she is located, the connection methods, the object and purpose of his or her access, is a user (hereinafter "the User").

The User is presumed to know and accept, without reservation, the GCU in their latest version by the mere fact of connecting to and consulting the Site. MANITOU may update the GCU without prior notice or information. The User is therefore advised to refer regularly to the latest version of the GCU.

2-DEFINITIONS

In this Legal Notice, capitalized terms shall have the following meaning and may be used in the singular or plural, as the context requires, with the same meaning.

Personal data

Data relating to an identified or identifiable natural person (= "data subject"). Data is personal when it makes it possible to identify or render identifiable a natural person, directly or indirectly, for example by reference to an identifier (IP address, social security number, membership number, etc.) or to one or more elements that are specific to him or her or that, combined, can be linked to a natural person (telephone number, license plate number, vehicle serial number, etc.).

Customer

MANITOU Online Tools customer

Information

Any data relating to the Online Tools, collected via the Online Tools itself or entered by the Dealer or User, and made available to the latter by MANITOU.

MANITOU

Refers to MANITOU BF, acting in the name and on behalf of its Subsidiaries.

Online Tools:

Manitou's online tools platform

GDPR

General Data Protection Regulation (EU Regulation No. 2016/679 of April 27, 2016) binding on all companies (public or private) of any size, whatever their legal form established in the European Union or affecting people from the European Union. It applies to all organizations, companies, administrations, associations, whether they act as a Data Controller or Subcontractor.

Data controller

The person, department or company that determines the purposes and means of processing (= principal). It is this person who decides to implement the processing and defines its terms and conditions. He or she is legally responsible for ensuring that the processing complies with the law, and for ensuring compliance with obligations. The same processing operation may have several data controllers.

User

An identified natural person who has access to and uses Online Tools. The User acts under his sole and entire responsibility.

3-PURPOSE

The purpose of these GCU is to organize the conditions under which the User consults the Information accessible via Online Tools and in particular the following information:

- **Customer identification information**
- **This information is provided as an indication, on the basis of information communicated to MANITOU by the Customer.**
- **The purpose of the Site is to present :**
- **Products and services provided by MANITOU BF and its subsidiaries,**
- **Information of all kinds.**

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4-PERSONAL DATA

Consultation of the Online Tools is possible without the User having to reveal his/her identity or any other personal information. However, the User may use the Online Tools services to contact MANITOU, one of its subsidiaries or one of its dealers directly. In this case, and in order to respond to the User's request (purpose of processing), data relating to his/her identity and location (filled in the appropriate fields) and possibly his/her geolocation will be processed by MANITOU. This data will be kept for the duration of the request, and at the latest for six months from the date of the request.

The recipients of this personal data are the MANITOU subsidiaries identified and able to respond directly to the User.

The legal basis for this processing is the consent of the User, who is informed in advance, before sending his or her request.

In accordance with the French Data Protection Act No. 78-17 of January 6, 1978, as amended, and in compliance with Regulation 2016/679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, the User may exercise his or her rights of access, opposition, rectification and portability to data concerning him or her by sending a request to privacy@manitou-group.com. The User may consult the cnil.fr website for further information or to make a complaint about his or her rights.

5-ONLINES TOOLS CONTENT

MANITOU's Online Tools provide Users with information about its products and services on an indicative and non-exhaustive basis. Thus, photos and explanatory texts are not intended to specify the characteristics of each product and service. For this reason, MANITOU provides the information necessary to directly contact its network of dealers and/or subsidiaries, who are able to advise and inform. The information provided by Online Tools will be regularly updated.

Documents/sheets/information have no contractual value.

6-ONLINE TOOLS ACCESS - USE - SECURITY

The User may use the Online Tools with an Internet connection only.

The User acknowledges that he/she is adequately equipped to access and use the Online Tools, in particular with regard to information technology, telecommunications and security. All costs and expenses for equipment, communications, telecommunications and the like, necessary for connection to and use of the Online Tools, as well as any necessary and related authorizations, shall be borne by the User.

Although MANITOU makes every effort to ensure that the Online Tools are accessible 24 hours a day, 7 days a week, it is possible that the Online Tools may be inaccessible and/or incomplete during testing, maintenance, updating or in the event of a breakdown. MANITOU therefore reserves the right to close down or render inaccessible all or part of the Online Tools.

The User undertakes not to disrupt the operation of the Online Tools and not to use the communication services in an untimely manner. The User undertakes to use the Online Tools or their content in accordance with national and international regulations and in such a way as not to damage MANITOU's reputation.

MANITOU implements appropriate technical and organizational measures, in accordance with the rules of the art, to protect data against accidental or illicit destruction, accidental loss, alteration, distribution or unauthorized access.

7-INTELLECTUAL PROPERTY

The Online Tools and their contents, including the databases that make up all or part of the Online Tools, are the property of MANITOU or are the subject of an authorization of use, as much with regard to its general conception as to the software, graphics, databases, design, photographs and images, texts, drawings, sounds, and all other works that make up the contents of the Online Tools.

The User undertakes to strictly respect these intellectual property rights.

Any representation or reproduction, in whole or in part, of the Online Tools, whether in return for payment or free of charge, without the prior written authorization of MANITOU, the author and publisher or their successors or assigns, is prohibited, except for the strict requirements of online consultation.

The trademarks and logos appearing on the Online Tools are registered trademarks. In particular, the trademarks Manitou, Braud & Fauchoux, Buggyscopic, Manitransit, Manihoe, Manilec Produit Blanc, Maniaccess, Maniloader, Manitou Finance, Gehl, Mustang by Manitou are trademarks belonging to MANITOU or its subsidiaries.

Any reproduction, use, imitation, affixing, deletion or modification of these elements without the prior written authorization of Manitou BF or one of its subsidiaries is prohibited and constitutes an act of infringement punishable by law.



8-HYPertext LINKS

The Online Tools may contain hyperlinks to other sites ("third-party sites"). Manitou BF has no control over these third-party sites, which are managed independently by their operators. As a consequence, Manitou BF shall in no event be liable for any damages incurred by the User as a result of accessing a third-party site following the activation of a hyperlink on the Online Tools.

9-COOKIES - LOCAL STORAGE

In order to better serve the Users of the Online Tools, Manitou BF may automatically install "cookies" on their Internet browsers. Cookies enable Manitou BF to record information relating to browsing on the Online Tools, which is in no way personal. Users may prevent cookies from being saved by configuring their Internet browser in accordance with the publisher's instructions. Manitou BF may use local storage technology to better serve Online Tools Users. Local storage enables Manitou BF to record information relating to browsing on the Site, which is in no way personal.

Setting cookies :

A cookie is a small text file deposited/read on the user's hard disk by the server of the site visited or by a third-party server. Cookies are used to store information, some of which is essential for the proper operation of a website and the software solutions contained in its pages. Technically, a cookie enables the terminal to be recognized for subsequent use. It is thanks to cookies, for example, that it is possible to automatically access personalized pages without having to identify oneself.

The Online Tools use the following cookies:

Personalization of Online Tools:

We use personalization solutions to improve the quality of the information and services we provide on the Online Tools in order to better meet your expectations.

Audience measurement - User path improvement:

We use audience measurement solutions to track the volume, behavior and origin of all our users to improve your experience.

Advertising:

We collaborate with commercial partners who display advertising on our behalf on the Internet. These advertising cookies enable us to improve our advertising campaigns.

10- RESPONSIBILITY

The User uses the Online Tools under its sole and entire responsibility. MANITOU shall not be held liable for any direct or indirect damage, including but not limited to: material damage, financial damage, loss of data, resulting from the installation or use of the Application.

The User is responsible for the use of the tool and for any possible infringement of the rights of third parties and in particular, but not exclusively, for any infringement of individual liberties or privacy that may result from the use of the Application.

MANITOU shall not be liable in any way for fraudulent use, use contrary to applicable laws or regulations, misuse or misappropriation of Online Tools.

In addition, MANITOU may not be held liable in the event of interruption of the communication networks providing access to Online Tools, total or partial unavailability of the Application resulting in particular, but not exclusively, from the telecommunications operator in the event of failure of the User's Smartphone or line.

11- EFFECTIVE DATE AND DURATION

The GCU comes into force on the User's first connection and are valid for the duration of the User's use of les Online Tools.

12- SUSPENSION OR DEACTIVATION OF IDENTIFIERS

In the event of technical problems related to the infrastructure necessary for the operation of the Application, maintenance of the Application or in the event of violation of these GTC by the User, and without prejudice to all other rights and actions to which MANITOU may be entitled, MANITOU may, at any time and without motivation, temporarily or otherwise, suspend or deactivate access to the Application by the User, without the User being able to claim any compensation whatsoever.



13- MISCELLANEOUS

In the event of translation of the GCU, only the English version shall be deemed authentic.

The Parties accept and acknowledge as valid proof, which may be produced in court, any exchange by email between them, and in particular the email containing the activation form sent automatically after confirmation and dispatch of the form on the day of activation.


The invalidity of any clause of the GCU shall not affect the validity of the other clauses, which shall continue in the absence of the invalidated clause.

The fact that MANITOU does not avail itself of a breach by the User of any of its obligations hereunder shall not be construed as a waiver of the possibility of a claim for application of the obligation in question.

15- APPLICABLE LAW AND PLACE OF JURISDICTION

These GCU are governed by French law.

Any dispute relating to the validity, interpretation or execution of these GCU shall be submitted to the competent courts located within the jurisdiction of the Court of Appeal of Rennes.



Information on the processing of personal data by Online Tools

In order to manage customer identities and access, Manitou Group processes your personal data on the basis of a contract.

Data concerned

In the context of this processing, the categories of data are: your personal data (surname, first name...), your professional data (e-mail address, company, manager...), and your connection data (login, password, logs...). Some of this data comes from Azure (Customer Admin) and the customer identity provider (IdP).

Data access, storage and transfer

Your data will only be accessible to customer administrators and Manitou Group staff in charge of customer sales management. They will be kept for 3 years following the last solicitation from the customer. It will not be transferred outside the European Union.

Individual rights

You have a right of access, rectification, deletion, limitation, portability, as well as a right of opposition. You can exercise your rights by post, or by e-mail to the following address:

privacy@manitou-group.com.

If you feel that your rights have not been respected, you can lodge a complaint with the CNIL, 3 Place de Fontenoy, 75007 Paris - <https://www.cnil.fr/fr>.