

TUBE MOTORS WEBSITE TERMS OF USE

1. OWNERSHIP OF SITE; LEGAL INFORMATION AND CONTACT

1. ZHEJIANG LIAN DA SCIENCE & TECHNOLOGY CO., LTD (“LIANDA”) is the owner of TUBE MOTORS website <https://www.tube-motors.com> (the “Site”). LIANDA is located at QiangYuan Road, Technological & Industrial District, Nanxun 313009, Huzhou, Zhejiang, China +86 572 37 87 555.
2. LIANDA belongs to SOMFY SA, whose registered office is located 50 Avenue du Nouveau Monde, 74300 Cluses, France.
3. The publishing director of this website is LIANDA. In case of any comment concerning the Site itself, please contact the publishing director at info@tube-motors.com
4. The Site is hosted by FOOLPEACH, 333 Shimen Er Lu, Studio 17B, 20041 Shanghai, CHINA +86 (0)21 3353 3130.

2. TERMS AND CONDITIONS AND ACCEPTANCE

1. These terms and conditions (the “Terms”) govern the use of the Site or any part of it, including associated programs, databases and any other services, support, or documentation provided therewith. BY USING THE SITE YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE SITE.
2. LIANDA may, in its sole discretion, change, modify, add or remove portions of these Terms, at any time. Any changes of these Terms will be updated on the Site. It is your responsibility to check these Terms periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms, LIANDA grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SITE.

3. USE OF THE SITE

1. The Site is in English only. Every communication with you will be in English only. The Site is intended and reserved exclusively to natural or legal persons who want:
 - to obtain general information on TUBE brand and LIANDA;
 - more specific information, including its products or services.
2. The Site may contain links to other LIANDA sites or to third party sites which may be subject to separate terms and conditions.
3. Any links to third party websites from the Site do not amount to any endorsement of that site by LIANDA and any use of that site by you is at your own risk.

4. AVAILABILITY

1. It is technically impracticable to provide a fault-free Site and LIANDA does not undertake to do so. In the event of a fault, LIANDA will attempt to restore the Site as soon as is reasonably practicable.

2. Access to the Site may occasionally be suspended or restricted for operational reasons such as maintenance or the introduction of new facilities or products.
3. LIANDA reserves the right at any time and without notice to modify, edit, delete, suspend, discontinue, temporarily or permanently, any content, including any products available through the Site, or the Site or any part of it.

5. PRODUCTS AND SERVICES

1. The information on LIANDA's products and services are provided AS IS, for information and guidance only. Notably, the information on LIANDA's products and services may not be accurate for each and every country/region. Products shown and/or services described in this Site may not be available in all countries/regions.
2. Products provided by LIANDA to you (where the sales and purchase contract is between you and LIANDA,) are subject to separate terms and conditions set forth in the sales and purchase contract.

6. LIANDA CONTENT AND COPYRIGHT

1. Copyrights protection

This Site as well as content provided by LIANDA including pictures, drawings, information data, material, text, designs, graphics, video, photographs, applications, software, audio and other files, and their selection and presentation is owned by LIANDA or licensed to LIANDA by third parties. It is protected by Intellectual Property Rights as defined below, and provided solely for your own use.

2. Intellectual property rights

For the purpose of these Terms "Intellectual Property Rights" shall mean any and all of the following: (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated, including, but not limited to logos, "rental" rights, rights of publicity, and rights to remuneration), whether arising by operation of law, contract, license, or otherwise; (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

3. Conditions of use

1. Except as expressly provided in these Terms, no part of the Site and no content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without LIANDA's express prior written consent. You are solely responsible for obtaining consent before reusing any copyrighted material that is available on this Site. LIANDA reserves the right to

revoke such authorisation at any time upon notice, sent individually or given on this Site. Any use shall then be interrupted immediately.

2. You may use information on LIANDA products and services (such as data sheets, installation guide, certification and similar materials) purposely made available by LIANDA for downloading from the Site (the download center page), provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents. As an exception, you are authorized to translate such information to facilitate understanding by your teams, in which case you are liable for any translation you could make.
3. Any product, process or technology described in this Site may be the subject of other Intellectual Property Rights reserved by LIANDA or third parties. No rights to use Intellectual Property Rights are hereby granted.

7. TRADEMARKS

1. TUBE trademarks and all brands figurative or not and more generally all other trademarks, illustrations, images and logos mentioned on this Site, whether registered or not, are and remain the exclusive property of LIANDA or of its affiliates in the world or are reproduced with the consent of their owners.
2. Total or partial reproduction, modification or use of these trademarks, illustrations, images and logos for any reason and on any medium whatsoever, without the express prior written consent of LIANDA, third parties or the holder of trademarks is strictly prohibited except to create a hypertext link to our Site in accordance with article 8.2 below.
3. Access to the Site, as its use, do not confer to you any rights to trademarks and other illustrations, images, logos contained therein.

8. HYPERTEXT LINKS

1. Links made by LIANDA

LIANDA may provide hypertext links to various other websites for your convenience. However, if at any point, you leave the Site to a separate third-party site, you acknowledge and agree that LIANDA has no control over any such third-party sites. LIANDA is not responsible for the availability of any such third-party sites. LIANDA does not endorse and is not responsible for any content, advertising, products, or other materials on or available from third party sites. LIANDA will not be responsible or be liable, directly or indirectly, for any damage or loss whatsoever caused or alleged to be caused by or in connection with your use of any third-party sites, including any content, information, goods, or Services available on or through third party sites. You acknowledge and agree to take full responsibility to comply with any and all terms of use for any third-party sites visited in conjunction with your use of the Site.

2. Links made by You

Making a link to the Site requires LIANDA's written prior authorisation, except under the following cumulative conditions:

- You are a customer of LIANDA or one of the entities of the SOMFY Group, and
- You make a fair use of the link, which notably consists in not creating any confusion concerning the relationship you have with LIANDA, and
- You make a link to the home page of the Site, in a way that properly attributes the linked website to LIANDA, but in no case, make a link to another page of our Site or replicate part of our Site, and,
- You reproduce the TUBE logo as shown hereafter, in the same dimensions, in order to make the link, and
- You declare the use of a link in writing to LIANDA publishing director within five (5) working days of its creation by sending an email to info@tube-motor.com.

LIANDA reserves the right to demand that a link be suppressed immediately in the case LIANDA judges its interests at risk.

9. PRIVACY

LIANDA will not disclose any information of a confidential nature obtained as a result of the use of the Site in respect of the LIANDA Privacy Policy (the "Privacy Policy") hereafter <https://www.somfy-group.com/en-en/privacy-policy>. By using the Site's "Contact us" page and completing the process, you agree to the terms and conditions of the Privacy Policy and affirm that you understand and consent to the collection, storage, and use of your contact information for the processing of your request.

10. COOKIES

1. As is standard practice on many corporate websites, the Site uses "cookies" and other technologies to help LIANDA understand which parts of the Site are the most popular and the preferences of LIANDA users, as well as to facilitate navigation throughout the Site. LIANDA may also use cookies and other technologies to study traffic patterns on the Site, to improve its functionality and usability as well as to improve the effectiveness of LIANDA's communications with its customers. LIANDA may also use cookies to customize your experience and provide greater convenience to you during your interactions with the Site.
2. A cookie is a unique alphanumeric identifier that websites use to help identify the number of unique visitors to a website, whether or not those visitors are repeat visitors, and the source of the visits. Cookies cannot be executed as code or used to deliver a virus and thus pose no threat to you. Servers and sites other than the one placing the cookie on your hard drive cannot read the cookie, and no personal information can be gathered by other servers from the cookie. If you prefer not to enable cookies or to disable them, you may do so through your web browser's security settings. Please note that certain features of the Site may not be available once cookies have been disabled.
3. Like most websites, the Site gathers certain information automatically and stores it in log files. This information includes internet protocol ("IP") addresses, browser type, operating system, internet service provider ("ISP"), referring/exit pages, date/time stamp of access, and clickstream data. When you visit the Site, the server automatically logs your IP address, the time and duration of your visit, and the time and duration spent on the pages of the Site which you view. If you arrive at the Site by clicking a paid advertisement or a link in an e-mail, then the

server will capture information that tracks your visit from that link. If you arrive at the Site by clicking on a non-paid source, such as a search engine result or link on another website, the server may capture information that tracks your visit from that source, to the extent available. LIANDA uses this information to analyze trends, to administer the Site, to track users' movements around the Site and to gather demographic information about LIANDA users as a whole. LIANDA may use the information collected to market directly to you with your consent.

4. In some of LIANDA's e-mail messages we use a "click-through URL" linked to content on the Site. When you click one of these URLs, it passes information through our web server before arriving at the destination web page. LIANDA tracks this click-through data to help us determine interest in particular topics and measure the effectiveness of our customer communications. If you prefer not to be tracked, simply avoid clicking text or graphic links in the e-mails sent.
5. LIANDA additionally uses pixel tags, which are tiny invisible graphic images, to tell us what parts of our Site customers have visited or to measure the effectiveness of searches customers perform on our Site. Pixel tags may be used as part of LIANDA's use of third party site statistics trackers and analyzers which LIANDA employs to track and analyse the data collected from the Site. Pixel tags also enable us to send e-mail messages in a format customers can read. And they tell us whether e-mails have been opened to assure that LIANDA is only sending messages that are of interest to our customers. We store all of this information in a secure database on our web server.

11. VIRUS PROTECTION

1. You must take all reasonable steps to ensure that any software you use with or in connection with the Site is not infected by viruses.
2. LIANDA will take all reasonable steps to ensure that any software used in connection with the Site is not infected by viruses.

12. CUSTOMER OBLIGATIONS

1. You must not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with the Site.
2. You must not use the Site:
 - (a) to gain unauthorised access to other computing systems;
 - (b) in any way that may damage, disable, overload or affect the operation of the Site;
 - (c) to solicit participation in public discussion, debate, comment or activity outside the Site;
 - (d) to provide false or misleading information about yourself or your business, or create a false identity;
 - (e) fraudulently or in connection with a criminal offence or in any way that is unlawful or in breach of any legislation and you must make sure that this does not happen; or
 - (f) to send, communicate, knowingly receive, upload or download any material or content that is offensive, abusive, indecent, defamatory, libelous, obscene, menacing, or that causes annoyance, inconvenience, needless anxiety or that is intended to deceive.

13. TERMS AND TERMINATION

LIANDA may, at its sole discretion, immediately terminate these Terms upon:

- (a) your breach of any provision of these Terms; or
- (b) your misusing the Site (or any part of it) in any way; or
- (c) any action by you that LIANDA determines, in its sole judgment, to interfere with the operation of use of the Site.

14. LIANDA'S LIABILITY

1. LIANDA makes every effort to provide you with accurate, complete and current information. However, LIANDA offers no guarantee on information contained in this Site.
2. LIANDA cannot assure that the information in this Site conforms to the local laws of your country/region if you access this Site in a country/region outside of the People's Republic of China. You access this Site on your own initiative and are responsible for compliance with all laws of public order of your country/region.
3. LIANDA is not liable whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, for:
 - (a) any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with the use of the Site or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or corruption or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or
 - (b) any indirect or consequential loss or damage whatsoever, resulting from your use of or inability to use the Site, or from your relying on the accuracy or completeness of the Site content.
4. Nothing in these Terms:
 - (a) applies to LIANDA's liability in respect of products sold under the separate terms and conditions set forth in the sales and purchase contract between you and LIANDA; or
 - (b) excludes or restricts in any way LIANDA's liability for death or personal injury caused by its negligence or to any extent not permitted by law.

15. INDEMNIFICATION

You agree to indemnify, defend and hold harmless LIANDA and their respective affiliates, officers, directors, employees, consultants, agents, licensees and licensors from any claims, demands, costs and liabilities and damages, including reasonable attorneys' fees, asserted by any third party due to, arising out of, or in any way related to, the use or misuse of the Site in breach of these Terms. As used in these Terms "affiliate" means any entity which controls, is controlled by, or is under common control with the named entity.

16. THIRD PARTY RIGHT

A person who is not party to these Terms has no right to enforce or to enjoy the benefit of any term of these Terms.

17. GOVERNING LAW

These Terms shall be governed by and construed under the laws of the People's Republic of China. Any action brought by the parties to enforce or interpret any provisions of these Terms shall be brought exclusively to Shanghai International Economic and Trade Arbitration Commission ("SHIAC") for arbitration in accordance with the SHIAC Rules. The parties hereby consent to such jurisdiction and waive any objection to such venue.

18. NO WARRANTIES

Unless otherwise expressly specified in these Terms or separate terms and conditions, the material on the Site is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, LIANDA provides you with the Site on the basis that LIANDA excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, and fitness for purpose) which, but for this legal notice, might have effect in relation to the Site.

19. WAIVER

If LIANDA delays in acting upon a breach of these Terms that delay will not be regarded as a waiver of that breach. If LIANDA waives a breach of the Terms that waiver will be limited to that particular breach.

20. MATTERS BEYOND LIANDA'S REASONABLE CONTROL

LIANDA will not be liable for any breach of these Terms caused by circumstances beyond LIANDA's reasonable control such as but not limited to, strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers.

21. SEVERABILITY

If any provision of these Terms is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect.

22. TRANSFER OF RIGHT AND OBLIGATIONS

You may not transfer any of your rights or obligations under the Terms to another party.

23. MISCELLANEOUS

1. These Terms sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges and supersedes all prior agreements, writings, commitments, and discussions.

2. These Terms shall be construed within its fair meaning and no inference shall be drawn against the drafting party in interpreting these Terms.
3. Headings used in these Terms are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect these Terms.
4. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

YOU HEREBY RECOGNIZE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND AGREE TO BE BOUND BY THESE TERMS.