



MACGREGOR ONLINE STORE USER TERMS AND CONDITIONS

OVERVIEW

The Online Store (the "Site") is managed by MacGregor and operates on a platform provided by Salesforce. Throughout the Site, the terms "we", "us", and "our" refer to MacGregor and "you", "your" and "User" shall refer to users of the Site and any entity on behalf of which you are using or accessing the Site.

By accessing or using the Site, you agree to comply with and be bound by these MacGregor Online Store User Terms and Conditions ("Terms"). These Terms govern all use and access of the Site and create a binding agreement between MacGregor and the Customer (as defined below) on whose behalf the User(s) (as defined below) is acting on. You represent and warrant that you have full legal right and authority to enter into these Terms.

Please read these Terms carefully. If you do not agree to these Terms, you shall not access or use the Site. The Site's usage and operation is also subject to [MacGregor Privacy Statement](#), [Cookie Policy](#) and [MacGregor Website Legal Notice](#) ("Policies"). By using or accessing the Site, or by clicking an acceptance button ("I Agree" or similar) where available, you hereby agree to these Terms and our Policies referred to herein. MacGregor reserves the right to amend or update these Terms (including Policies) at any time. It is your responsibility to regularly review this page for any modifications. Your continued access to or use of the Site following the posting of any modifications shall constitute your acceptance of such changes.

SECTION 1 – DEFINITIONS

| | |
|--------------------------|---|
| Customer Contacts | <i>means different contacts under the Customer Account linked to specific Users based on User identification (first name, last name and email address)..</i> |
| Customer | <i>means MacGregor's customer (entity) to whom the Site's Customer Account is allocated to.</i> |
| Customer Account | <i>means a single account within the Site allocated to the Customer, under which multiple Users can be associated with.</i> |
| MacGregor | <i>means any parent company, affiliate, subsidiary or entity under common control and belonging to the MacGregor group.</i> |
| MMG portal | <i>refers to the MyMacGregor portal, which operates on Amazon Web Services ("AWS") platform and which is used to manage access to the Site.</i> |
| Users | <i>Refers to all three types of Users within the Site who act on behalf of Customer:</i> Customer Administrator: <i>The Customer Administrator ("Admin") is responsible for managing the Customer Account, granting User permissions to</i> |

the Site and User's authorizations for Customer's vessels for transactions based on the User role within MMG portal. The Admin user must be created for an authorized representative of the Customer using their individual contact details, shared email addresses are not permitted unless agreed otherwise.

Purchaser: *means a sub-user with authorization to place orders.*

Requisitioner: *means a sub-user with authorization to create shopping carts but not place orders.*

Sub-Users

means sub-users under the Customer Account created for Purchasers and Requisitioners by the Admin.

SECTION 2 - CREATION OF USERS

When MacGregor has created Customer Account, Customer Contact and Admin User rights, the Admin will receive an email with a request to create credentials to the MMG portal. By default the Admin does not have access to the Site. Within the MMG portal, using the MMG Access Manager functionality, the Admin is responsible for: i) creating and governing Sub-User's and its own access rights to the Site, ii) assigning either Purchaser or Requisitioner rights for each User, thereby managing User's authorization to either create orders or only shopping carts, and iii) specifying each User's authorization to create orders or place shopping carts for designated vessels of the Customer. Users with Requisitioner rights can select products and add them to shopping carts. However, to place orders based on those shopping carts, the User must be granted Purchaser rights in the Site.

MacGregor does not create Sub-Users, control or limit the number of Sub-Users the Admin creates under the Customer Account or in any way manage the Sub-Users. Sub-Users creation under Customer Account is solely under Admin's responsibility. In the creation of Sub-Users, it is recommended that unique rather than shared email addresses are used together with correct identification details (full name of the individual for whom User rights are granted). This will help improve User identification and order tracking. In the creation of Admin User, individual contact details are to be used, shared email address is not permitted for Admin unless agreed otherwise.

SECTION 3 - ACCOUNT MANAGEMENT AND RESPONSIBILITIES

User credentials should not be disclosed to any third party or unauthorized individual. If simultaneous login within the same credentials occur (i.e. in case of a shared email address) MacGregor cannot track individual activity, making it impossible for MacGregor to identify who has made specific changes or placed orders under Customer account. MacGregor is not responsible for managing or restricting the use of a shared email address for Sub-User's credentials. If multiple persons log in to the Site by using a Sub-User's credentials, the Customer assumes full responsibility for any activities done under the Customer Account, including orders placed.



MACGREGOR ONLINE STORE USER TERMS AND CONDITIONS

The Customer is responsible for making sure that it nominates only its authorized personnel to act in the Admin role. MacGregor does not verify or is not responsible for a person's competence or authorization to act as Admin on behalf of the Customer. The Customer is solely responsible for usage of its Customer Account, including each User's act on the Site and their compliance with these Terms. It is the Admin's and Customer's responsibility to keep the Customer Account, User rights and other information whenever needed, including email addresses and other details updated.

SECTION 4 - ORDERING PROCESS

Any items purchased through the Site are subject to [MacGregor General Terms and Conditions for Spare Parts and Services](#). At the checkout, a User will be required to provide the Customer's billing and shipping details. We recommend that orders are reviewed carefully before confirming the purchase.

Once an order is placed, the User will receive a confirmation email acknowledging receipt of the order. This does not constitute acceptance of the order, which occurs only when we confirm the items are ready for shipment or pick-up.

Product descriptions and prices are subject to change without notice, and while we strive for accuracy, errors may occur. If a price is found to be incorrect after the order is placed, the User will be notified and can either accept the corrected price or cancel the order. Product availability is not guaranteed, and we reserve the right to cancel or modify the order if a product becomes unavailable.

Orders can be modified or cancelled, but changes may not be possible once an order is processed or shipped. After acceptance, we will process and ship the order as soon as possible, with delivery times varying based on location, method, and availability. While we aim for timely delivery, we are not responsible for delays. Any lead times indicated in the Online Store are estimates only.

If an item is out of stock or backordered, we will notify the User, who can choose to wait, accept a substitute, or cancel the item. If backordered, we will provide an estimated restocking and shipping time.

We reserve the right to refuse, limit, or cancel orders due to issues like payment problems, product availability, export controls, or suspected fraud. If we cancel an order after payment, we will issue a credit note.

Users must provide accurate shipping information. Incomplete or incorrect details may cause delays, and we are not responsible for non-delivery due to such errors. We may also charge warehouse fees for undelivered items or items not picked up.

SECTION 5 - ONLINE STORE CONTENT AND PERFORMANCE

MacGregor is not responsible for any inaccuracies, incompleteness, or outdated information on the Site. The materials are for general information only and should not be

solely relied upon for decision-making. Any reliance on the content is at the User's own risk.

While we strive to provide a reliable platform, we do not guarantee that the Site will be error-free, uninterrupted, or free of bugs. The Site is provided "as is" and may experience occasional issues, including downtime due to scheduled maintenance or updates. We will make reasonable efforts to notify Users in advance but cannot guarantee there will be no unscheduled interruptions.

The Site may experience delays or failures due to factors like server outages or network issues. MacGregor is not responsible for these interruptions or their consequences and does not warrant continuous availability or uninterrupted service, as availability may be impacted by issues beyond our control, such as internet or hosting problems.

Users should report any issues encountered, and while we will make efforts to resolve them, we cannot guarantee that every error will be fixed or that the platform will be completely fault-free.

The Site has not been designed for simultaneous logins under specific User's credentials. Simultaneous logins within the same User's credentials under the Customer Account can for example directly interfere with active sessions, leading to it being terminated, overwritten, or experiencing data inconsistencies due to the actions of other individuals using the same User's credentials. MacGregor is not responsible for any possible consequences due to the simultaneous logins, including but not limited to the aforementioned.

SECTION 6 - INTELLECTUAL PROPERTY RIGHTS

All content, software, code, design, functionality, and other intellectual property associated with the Site, including text, graphics, logos, images, audio, video, trademarks, service marks, and source code ("Intellectual Property"), are owned by MacGregor or its licensors. The Customer, represented by its Users, does not acquire any ownership rights in the platform or its content through use.

By providing content through the Site, the Customer grants MacGregor a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable license to use such content in connection with the provision, expansion, and promotion of the Site.

The Customer is granted a limited, non-exclusive, non-transferable, revocable license to use the platform solely for placing orders and utilizing the provided services. This license does not transfer ownership of any Intellectual Property related to the Site.

The Customer may not reproduce, duplicate, copy, sell, resell, or exploit any part of the Site or its content without MacGregor's prior written consent.

All trademarks, service marks, and logos displayed on the Site are the property of MacGregor or their respective owners. Users or the Customer may not use these marks without prior written consent.



MACGREGOR ONLINE STORE USER TERMS AND CONDITIONS

SECTION 7 - THIRD-PARTY SERVICES

MacGregor may provide access to third-party service providers or platforms as part of the Site, as the data used by the Site may originate from these third-party platforms. Access to such third-party tools or services is provided "as is" and "as available," and is subject to the licensing terms and conditions of the relevant third parties. We have no control or input over these third-party services and do not warrant their performance or availability.

the Site may include links to third-party websites or tools, and we are not responsible for the content, products, or services offered by these third parties. We do not endorse or control the content on these sites. Users are encouraged to review the third-party's policies and terms before engaging in any transactions. Any issues arising from the use of optional third-party tools are the responsibility of the User, and we are not liable for any consequences resulting from such use.

These Terms remain in effect unless terminated by either party. We may terminate the access to the Site at any time if you violate any of these Terms.

These Terms shall be construed and interpreted in accordance with the laws of Finland, excluding its rules for choice of law. Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Finland Chamber of Commerce by three arbitrators appointed in accordance with the said Rules. The language shall be English. The arbitration shall be held in Helsinki, Finland.

If you have any questions about these Terms, please contact us at spares.cx@macgregor.com.

SECTION 8 – DATA PRIVACY AND DATA SECURITY

Submission of personal information through the Site is governed by our Privacy Statement, link can be found at the beginning of these Terms.

Customer acknowledges that using an open network involves data security risks. MacGregor is not responsible for the data security of the Customer when using the Site. The Customer is responsible for the protection and security of their computers, information systems, local networks, or other similar devices or systems and for the consequences of insufficient protection.

SECTION 9 - PROHIBITED USES

Users are prohibited from using the Site for unlawful purposes, to infringe on intellectual property rights, or to harm others. the Site may not be used to upload malicious code, spam, or gather personal information without consent.

We reserve the right to refuse granting access to the Site to anyone for any reason at any time.

SECTION 10 - LIABILITY AND INDEMNIFICATION

MacGregor is not liable for any direct, indirect, incidental, or consequential damages arising from or related to the unavailability, downtime, or malfunction of the Site. This includes, but is not limited to, loss of data, business interruption, or financial loss caused by the inability to access the service.

You agree to indemnify and hold harmless MacGregor and its affiliates, employees, and agents from any claims arising out of your violation of these Terms.

SECTION 11 – MISCELLANEOUS

These Terms and any policies referred to constitute the entire agreement between the Customer and MacGregor. If any provision of these Terms is found to be invalid, the remaining provisions will continue to be valid and enforceable.