

General Terms, Conditions and Cookies

GENERAL PROVISIONS

Article 1

The following terms and conditions (referred to as Terms) set out terms of access to and use of services offered by Metalindustry.info (referred to as Website) owned and operated by ŽURKO d.o.o. (Ltd) (referred to as Webmaster).

The Terms are equally binding for registered service and product providers and service and product provider seekers as well as natural persons and legal entities not registered on the website.

Article 2

By using our Website, service and product providers acknowledge that they accept these terms and agree to comply with them.

Any access or use that is inconsistent with these Terms is prohibited. Unauthorised use of our Website and non-compliance with the terms of use may give rise to a claim for damages.

WHO USES OUR WEBSITE

Article 3

Our website is for contractors, service providers, product and semi-finished product suppliers who want to feature their services, products, machines and equipment online (referred to as Service and Product Providers).

It is for anyone looking for services, products and semi-finished products in metalworking and metal processing industry, foundry, toolmaking, forging and metallurgy. This can be natural persons or legal entities searching for contractors, services or just information (referred to as Users). A User is registered on our Website as a service or product provider, natural person registered to view business opportunities, or any other unregistered natural person or entity.

The Website is also for job seekers looking for jobs in metalworking and metal processing industry, foundry, toolmaking, forging and metallurgy who want to apply for the post online (Candidates).

Article 4

Contact details service and product suppliers provide us with online are public. The required contact details vary depending on the selected version.

Service and Product Providers who select the basic version submit the following information: company name, head office, telephone and fax number, email address, link to the website, logos and job vacancies. Fields marked with * are mandatory.

In addition to the above details, Service and Product Providers who select a business version also provide the following information: short company description, four pictures with a hyperlink to the video presentation, machinery (CNC and conventional machines), business opportunities, certificates and information on company's business units. Fields marked with * are mandatory.

WEBSITE CONTENT

Article 5

Our Website allows:

- browsing service and product providers,
- browsing services,
- viewing products, machines and equipment,
- insight into steel and non-ferrous metal, alloy and casting designations,
- viewing job vacancies (employment)
- viewing business opportunities,
- insight into classification index: again featuring companies, all semi-finished products, products, machines and services with their categories and subcategories.

RELIANCE ON INFORMATION

Article 6

The Webmaster will make reasonable efforts to update and provide accurate information on the Website. If the Webmaster thinks the user contribution or any content displayed on our site is inaccurate or not up-to-date, we may ask Service and Product Providers to edit it.

We expressly exclude liability for any damage or loss arising out of or in connection with the use of information on our Website or any other site linked to it.

The Webmaster assumes no responsibility for the content of third-party websites linked directly or indirectly to our Website. We are not responsible or liable to you or any third party for the content or accuracy of information provided by third parties.

Service and Product Providers have to provide a translation of the content displayed on the Website. The Webmaster is not responsible for the quality of translated texts. Translation of job posts is not required.

LIMITATION OF LIABILITY FOR THE DAMAGES ARISING OUT OF OR IN CONNECTION WITH PRODUCTS OR SERVICES OFFERED ON OUR WEBSITE

Article 7

Services or products offered on our Website by Service and Product Providers are not Webmaster's property therefore we are not responsible for any mistakes or damages arising out of or in connection with their use.

WEBSITE USE POLICY

Article 8

Service and Product Providers are responsible for making all arrangements necessary for them to have access to our Website. Our Website supports the following browsers: MS Internet Explorer, Mozilla Firefox, Google Chrome or Safari to access our Website.

ACCESSING OUR WEBSITE

Article 9

The Webmaster will make any necessary efforts for the Website to be available 24 hours a day all year round. The Webmaster will strive to ensure technical conditions that guarantee uninterrupted use of our Website.

The Webmaster reserves the right to suspend, disable or discontinue access to the Website for the purpose of putting it under maintenance.

The Webmaster will not be liable to any User for any loss or damage arising out of or in connection with inability to use the Website or its interrupted access for any reason other than his own.

REGISTRATION OF SERVICE AND PRODUCT PROVIDERS

Article 10

Metalindustry.info website use and registration is free from 1.2.2021 to 31.1.2022.

After the expiry of free registration, it is no longer binding for Service and Product Providers to purchase a basic or business version.

To register, you have to complete a »Company Registration« form. Please enter a short company listing. Fields marked with * are mandatory. By completing a registration form, Product and Service Providers create a user account. To access the Website, Product and Service Providers register with a user name and password.

By accepting these Terms, Product and Service Providers agree that any communication respecting promotions, including information on new products, deals or new features may be sent to their email address by Metalindustry.info.

After successful registration, Service and Product Providers tick services, machines, equipment and products offered in the database, and indicate if they are a manufacturer, retailer, wholesaler, supplier or contractor and confirm the selected data with »Enter« button.

If wrong data is entered, repeat the steps.

Service and Product Providers also repeat the steps in case of registering more than one company.

To select a business version, the following details have to be sent to the Webmaster by email: company information, four pictures, hyperlink to the video presentation in Slovene and English, machinery, certificates and information about business units. The missing details will be entered and published within five working days after the receipt. Business opportunities and job vacancies are posted by Service and Product Providers.

Article 11

If the Website database does not include categories or subcategories that fit the description of products, machines, equipment and services which Product and Service Providers would like to feature, they have to notify the Webmaster in writing. The Webmaster reserves the right, at his sole discretion, to review and refuse the opening of a new category or subcategory.

The Webmaster also needs to be notified about any new products, machines, equipment and services to be featured within the already existing categories and subcategories. Service and Product Providers can forward information about new services or products, machines or equipment once monthly, but the number of featured products, machines, equipment or services may not exceed one hundred annually. The Webmaster undertakes to edit data in ten working days at the latest.

The Webmaster may change submitted category of featured product, machine, equipment or service without a prior written notice.

LINKS

Article 12

In the links category are listed associations, societies, organizations and institutions in metalworking and metal processing, toolmaking, forging, foundry and metallurgy industry with a hyperlink to the organization's home page (referred to as Organizations).

Posting a link to Organizations' websites is free.

SERVICE AND PRODUCT PROVIDERS LIABILITY

Article 13

User account is only for personal use of registered Service and Product Providers or Users.

The use of anyone else's account name not set out in Article 13 is prohibited. Registered Service and Product Providers or Users shall be held liable for any damages incurred by the Webmaster.

Service and Product Providers or Users who allow a third party to access or use the Website shall be held liable for any third-party misuse of user account.

The use of user name to promote any illegal activity is forbidden.

In the event of violation of these Terms, the Webmaster may refuse the service, or terminate a user account.

BUSINESS OPPORTUNITIES

Article 14

Only registered Service and Product Providers who have purchased a business version have access to »Business Opportunities«.

Business opportunities can also be viewed by registered natural persons who accept these Terms and allow their email address to be used for the purpose of promoting new features and technical information of Metalindustry.com website.

Article 15

Service and Product Providers who have purchased a business version log in with a user name and password and then enter their offer or enquiry.

A business version in Business Opportunities section allows Service and Product Providers to publish an unlimited number of offer or enquiry posts, or offers to search for contractors and subcontractors to perform machine and foundry services, heat

treatment of metals, surface protection of metals etc. Service and Product Providers can also offer to search for contractors and subcontractors of a particular product or semi-finished product.

Our Website is not for posting services like treatment and processing, fitting, repair, replacement, refurbishment or servicing.

All published offers and enquiries for the services industry have to be posted in languages available on the Website (English and Slovene). Translation is provided by Users.

Due to possible errors or Service and Product Providers translation, the Webmaster shall review posted offer and enquiry details. Only after the business opportunities content has been approved by the Webmaster, it can be confirmed and posted by Service and Product Providers. If any errors or inaccuracies are found, they have to be resolved. After the Webmaster's inspection and approval, Service and Product Providers are notified by email and the content can be posted. A sketch in PDF format can be attached to a product or semi-finished product. A maximum of five attachments can be added.

Any posts in »Business Opportunities« section are reviewed, edited, confirmed and posted weekly.

Any changes made to approved and posted business opportunities are effective after they have been confirmed by the Webmaster, as set out in paragraph five of Article 15.

Article 16

The Webmaster does not guarantee that the entered offer and enquiry data for services, products or semifinished products is accurate. Service and Product Providers are responsible for accuracy of the posted offer and enquiry content. Under no circumstances is the Webmaster responsible to final contractors for the quality of provided service.

JOB POSTING

Article 17

Service and Product Providers can use the Website to post job openings in metalworking, metal processing, toolmaking, forging, foundry and metallurgy industry.

Service and Product Providers who purchase either basic or business version (referred to as Recruiter) can post job openings.

Basic version allows five and business thirty job posts annually. Job openings posted on the Website are entered by Service and Product Providers.

Job vacancies can be posted in Slovene or English and have to comply with the valid regulations.

Article 18

Recruiters post a job vacancy on the Website by registering with a user name and password. In »Manage your ads« they select »Add job ad«. The fields are prefilled with the same data as entered during the initial registration process and can be edited and changed by Recruiters before posting a job. A job post is deleted automatically after a period of time decided by Recruiters.

Recruiters can edit and manage the posted job ads in »Manage your ads« under »My ads« section by editing and supplying the missing information. Once the job and the closing date are posted, the information cannot be edited. After a job ad closing date, Recruiters can delete the post in »Manage your ads« under »My ads« section.

Article 19

After a period of one year, any remaining purchased job posts are non-transferrable.

Article 20

Natural persons do not have to register to view job posts.

Candidates apply for a post online. They go to »Job vacancies«, select a link »Send a message to Recruiter« and send him the required details by email.

Article 21

The Webmaster does not store or have an insight into job applications.

Article 22

Recruiters are solely responsible for job posts.

The Webmaster reserves the right to refuse any job posting on the Website if the content is inappropriate or does not comply with the content standards.

COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

Article 23

The Website, their entire content and material are protected by copyright laws and intellectual property treaties governed by Copyright and Related Rights Act (referred to as CRRA).

The Website and their entire content copyrights are the property of the Webmaster or Service and Product Providers who have transferred to the Webmaster a limited right to use them therefore its reproduction or use on other sites is strictly prohibited in accordance with the CRRA provisions.

PRIVACY POLICY

Article 24

We are committed to safeguarding the privacy of our clients and website visitors. We promise to protect their personal data in accordance with applicable Personal Data Protection Act (referred to as PDPA (ZVOP-1)) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to processing of personal data and on the free movement of such data and on the repealing Directive 95/46/EC (referred to as the General Data Protection Regulation).

USER ACCOUNT TERMINATION

Article 25

If Service and Product Providers or registered Users want to terminate their user account, they have to notify the Webmaster by sending an email to info@metalindustry.info. To check the online data, the Webmaster will contact Service and Product Providers or registered Users and confirm account termination. A request for account termination has to be submitted from an

email address provided during the initial registration process. The Webmaster undertakes to terminate a user account and personal details of Service and Product Providers and Users within 15 days of the received request, and to notify Service and Product Providers and Users about account termination.

COOKIE POLICY

Article 26

Cookies are small pieces of data sent from a website and stored in a user's web browser while the user is browsing that website. Every time the user loads the website, the browser sends the cookie back to the server to notify the website of the user's previous activity. Since cookies are maintained by a web browser, each user can restrict or disable them as seen fit.

Article 27

Cookies are important to ensure user friendly website services. The most frequent e-business functions would not be possible without them. Cookies enhance user's browsing experience and make interaction between a user and the site faster and simpler. With their help, the site recognizes each user, remembers his preferences and browsing experiences, which saves time and makes browsing smoother and more pleasant. Most websites use cookies as they are a tool for keeping the content appropriate and fresh, they bring customized features to Users based on their interests and preferences. Cookies are used for a variety of purposes, for example, their great ability to store data about each website (details about customized web pages), they make online service use smoother, they help calculate web statistics (provide online advertising and collect information about user habits. Cookies are website visitor tracker as they measure frequency of site visits. They help companies evaluate the efficiency of their website design as well as appropriateness and number of advertisements they feature on their site.

DATA CONTAINED ON THE WEBSITE

Article 28

COOKIE TYPE/PURPOSE	COOKIE NAME/COMPANY	DURATION
Indispensable cookies Session ID, Cookie terms, selected language.	CL_MI	1 year
Functional cookies Social.	AddThis Twitter Facebook Google	2 years
Cookies for analytics Pageview, promo and user group stats.	Google Analytics	up to 2 years

FINAL PROVISIONS

Article 29

These Terms become effective upon their acceptance, cancellation or modification. Any changes made to these terms apply only if they have been published on www.metalindustry.info website and are available to the User under the same conditions as these Terms.

Any dispute that may arise from either party's performance under these Terms which cannot be satisfactorily settled through negotiation between the parties shall be finally determined by Slovenian Court of Justice and shall be governed in accordance with the Slovenian law.

ŽURKO d.o.o. (Ltd)

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