

CONDITIONS OF USE



H.M.T. (Hard Materials Technologies) GmbH offer website functionality and other products and services when you use the site "<http://www.hmt-cera.com>" (the "Website") or shop on the website, use HMT's products or services or use the software provided by HMT in one of the above contexts (collectively the "HMT service" or the "HMT services"). HMT provides the HMT services subject to the conditions listed on this site.

1. Permitted Use

The following conditions of use apply to all business relationships, including future ones, between you and HMT, whenever you are using HMT services. The use of the website is intended solely for businesses. Businesses for the purposes of these conditions of use are individuals, legal entities or legally constituted limited partnerships which exercise their commercial or independent professional activity in concluding the legal transaction (hereinafter referred to as "Customers"). Only these conditions of use are valid; customer conditions which conflict with or deviate from these conditions of use are not recognized.

2. Data Protection

Please read our [privacy policy](#).

3. Electronic Communication

When we communicate with you by email, through notices or other correspondence on the website or in any other electronic form, all of our electronic communications shall be binding for both parties, unless legal provisions stipulate otherwise.

4. Intellectual Property

The entire content of the website is the property of HMT or of third parties who supply the content or make it available on the website. Among others, Luxembourg and international laws on copyright, patent, trademark protection and database rights apply. All rights are reserved. HMT and its licensors, suppliers, rights holders or other suppliers of content reserve all rights which are not explicitly granted to them in these conditions of use or elsewhere.

The following applies in particular:

The use of content from our website, even as excerpts, outside of our contractual relationship, the use of data collection and extraction programmes

and the use of HMT's trademark and labeling rights is not permitted. You may not use HMT's frames or framing techniques to enclose any trademarks, logos or other copyright-protected information (such as images, text, page layout or form) without our express written permission. You may not use meta-tags or other "hidden text" alongside the name or the trademarks and logos of HMT without our express written permission. You may not modify HMT software and you may use it only in order to make use of a HMT service provided by HMT, and only insofar as this is permitted by the conditions of use.

5. Our Liability

We consistently try to ensure that the HMT services are available without interruption and that transmissions are error-free. Due to the nature of the Internet, however, this cannot be guaranteed. HMT's liability shall not be subject to any restrictions insofar as the cause of damage is based on an intentional or grossly negligent breach of duty by HMT. HMT shall also be liable for the negligent breach of essential obligations, the violation of which threatens the fulfillment of the purpose of the contract, or for the breach of obligations which need to be met in order for the contract to be properly carried out and which you regularly rely upon the observance of. However, in such a case HMT shall not be liable for the foreseeable damages typical of this type of contract. As far as legally permissible, HMT exempts itself from all liability. The above liability restriction shall not apply, however, in individual cases in the event of injury to the life, body or health of a third party, the breaking of a guarantee promise or a fraudulently concealed defect.

6. Adjustments

We reserve the right to make changes to the HMT website and its rules and regulations including these conditions of use at any time.

7. Other

If one of the conditions of use should be considered ineffective, void or unenforceable for any reason, this provision shall be deemed severable and shall not affect the validity and enforceability of all remaining provisions. HMT reserves the right to amend the existing conditions of use at any time by updating them. HMT also reserves the right to monitor the website and to discontinue the availability thereof at any time, at its own discretion and with a reasonable notice period of at least two weeks.