

## 1.- INTRODUCTION

Access to this website requires that the user first reads and accepts the terms and conditions, communications, warnings and other legal notices contained in these clauses.

Access to and subsequent use of this website by the user shall imply their express, full and unreserved agreement with all of the content. Said access is free and another part of the access is restricted on condition of prior payment.

If the user does not agree with the content of these general browsing terms and conditions, he or she should leave the website and shall not be able to access or use the services offered therein.

The user also expressly and unreservedly accepts that access to and use of this website, its services and the content of said services takes place exclusively under their own responsibility.

Access to this website is free and viewing of the initial content does not require prior subscription or registration; users are required to register and subscribe in order to access the rest of the content.

Any connections to other websites that may exist, and the use that users may make of said connections are subject to these general terms and conditions of use and to any specific terms and conditions that said websites may require. Any use other than the authorized use is expressly prohibited.

HELICES Y SUMINISTROS NAVALES, S.L. may unilaterally and at any time it deems appropriate modify the configuration of the website, the terms and conditions of services and their content, and may remove, limit or temporarily or definitively suspend them; if access is prevented, it will attempt to inform the user of the change, provided that circumstances allow, by means of publication on the website.

2.- IDENTITY OF THE OWNER OF THE WEBSITE HELICES Y SUMINISTROS NAVALES, S.L., B-60698347  
Muelle de Levante, 14 08039 BARCELONA  
helices@heliceshsn-pons.com

HELICES Y SUMINISTROS NAVALES, S.L., is registered in the Barcelona Mercantile Register, in Volume 274648, Folio 0075, Sheet 122976, Entry 1

## 3.- RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

1.- As the provider of the service, HELICES Y SUMINISTROS NAVALES, S.L. undertakes to provide the services offered by this website, to effectively guarantee the confidentiality of any communications with the user and to respond to any claims that may be made.

2.- In the event of carrying out operations to maintain, repair, update or improve the services, the service provider shall have the right to temporarily suspend access to this website without prior notice, and it reserves the right to provide or cancel the services and without prejudice thereto, it shall attempt to notify the users provided that circumstances allow.

3.- Any use by the users of the services and/or data and/or information supplied to them through this website shall be at the user's risk.

HELICES Y SUMINISTROS NAVALES, S.L. does not guarantee, directly or indirectly, the information or services offered, except for those that, pursuant to applicable legislation, must be granted or are explicitly described in an agreement between this company and the user.

HELICES Y SUMINISTROS NAVALES, S.L. does not guarantee the content supplied, if applicable, by third parties, nor does it guarantee the veracity, reliability, accuracy, correctness or appropriateness of the information supplied for the purposes for which it is used by the users or by any other person.

4.- The intellectual property rights to this website are owned by HELICES Y SUMINISTROS NAVALES, S.L. The exclusive exercise of the rights of reproduction, distribution, public communication and transformation belong to the aforementioned company, without prejudice to the exercise of right to quote by third parties.

#### 4.- RIGHTS AND OBLIGATIONS OF THE SERVICE USER

1.- The user shall, at all times, make licit use of the services of this website, in accordance with current legislation, and shall respect the intellectual property rights of HELICES Y SUMINISTROS NAVALES, S.L. or of third parties.

In this regard, the user guarantees that the activities he or she carries out through this website shall comply with the law, moral standards, public order and good practices and shall, in no case, be offensive to the good name and commercial image of HELICES Y SUMINISTROS NAVALES, S.L. for other users of the website or for third parties.

2.- Users shall not carry out, through the services made available to them by HELICES Y SUMINISTROS NAVALES, S.L., any action that may cause damage to or alteration of the content and shall not impede the correct functioning of the website and shall therefore not cause any technical problems of any kind and shall not transfer elements that may carry computer viruses or damage, interfere with or intercept this website totally or in part, and shall not tap or alter the electronic mail of other users.

3.- The user is exclusively responsible for the veracity of any data he or she may enter, for whatever reason, and, therefore, if he or she should supply false or incorrect data, HELICES Y SUMINISTROS NAVALES, S.L. reserves the right to ban the user from accessing this website.

## 5.- EXCLUSION OF GUARANTEES AND OF LIABILITY FOR THE FUNCTIONING OF THE WEBSITE AND OF ITS SERVICES

1.- HELICES Y SUMINISTROS NAVALES, S.L. does not guarantee the availability and continuity of the functioning of this website and of its services.

It shall therefore be exempt from any liability for damages of any kind that may derive from the lack of availability or continuity of the functioning of the website and of its services and the utility that the users may have attributed to this website.

In any event, HELICES Y SUMINISTROS NAVALES, S.L. shall make every effort to maintain the availability and continuity of the website.

2.- HELICES Y SUMINISTROS NAVALES, S.L. provides the users with privacy systems for personal data that prevent access to these data by third parties. HELICES Y SUMINISTROS NAVALES, S.L. has implemented all the technical and organizational security measures necessary to ensure the integrity, confidentiality and availability of the personal data provided by the users.

In this regard, the aforementioned company shall not be liable for damages caused in the event that this data is made known.

3.- While HELICES Y SUMINISTROS NAVALES, S.L. has implemented all appropriate measures to ensure security in this matter, it does not control or guarantee the absence of viruses or other elements in the content of this website that may cause alterations to the computer system (computer and software) of the users or in the electronic documents and files stored on their computer system.

HELICES Y SUMINISTROS NAVALES, S.L. shall be exempt from any liability for damages of any kind that may be due to the presence of viruses in the contents, which may cause alterations to the computer system, electronic documents, files, etc.

4.- HELICES Y SUMINISTROS NAVALES, S.L. is not obliged to and does not control the use that the users make of this website, services and their content. In particular, this company does not guarantee that the users use this website, its services and their content in accordance with these general terms and conditions and, where appropriate, the particular terms and conditions applicable, or that they do so in a diligent and careful manner.

Furthermore, this company is not obliged to and does not verify the identity of the users or the veracity, validity, thoroughness and/or authenticity of the data that those users provide about themselves to others.

5.- The user accepts that the portal has been created and developed in good faith by HELICES Y SUMINISTROS NAVALES, S.L. with information from internal and external sources and it provides this information in its current state to the users, even though it may contain inaccuracies or errata. Therefore, the users exempt HELICES Y SUMINISTROS NAVALES, S.L. from any liability in relation to the reliability, utility or false expectation that the portal may produce while browsing said portal.

## 6.- INTELLECTUAL PROPERTY

All rights to the content of this website belong to HELICES Y SUMINISTROS NAVALES, S.L., except those of companies with which it has signed the corresponding agreement for the provision of content, and are protected by national and international regulations governing intellectual and industrial property.

The design, images, maps, graphics, marks, banners, distinctive signs or logos of HELICES Y SUMINISTROS NAVALES, S.L., the marks, banners, programs and their distinct source code and object, etc. of this website are the property of HELICES Y SUMINISTROS NAVALES, S.L., who has the legitimate exclusive rights to use the aforementioned elements.

Users who access this website may not copy, modify, distribute, transmit, reproduce, publish, transfer, or sell the aforementioned elements or create new products or services derived from the information obtained without expressly citing its origin.

Users are only authorized to view and download said elements for the personal non-commercial use of the user and may not make them available to third parties.

These same conditions shall also be applicable to the graphics or designs that appear on this website and that are owned by companies that collaborate with HELICES Y SUMINISTROS NAVALES, S.L., except where otherwise agreed.

The alteration of the content or structure of this website by the user is strictly prohibited.

HELICES Y SUMINISTROS NAVALES, S.L. shall try to ensure that the content of this website is not pornographic, xenophobic, discriminatory, racist, defamatory or liable to incite violence. Similarly, it shall try to avoid any circumstance that may be harmful to the users.

## 7.- PERSONAL DATA PROTECTION

The personal data that users of this website may provide shall become part of an automated file owned by HELICES Y SUMINISTROS NAVALES, S.L.

for the purpose of sending users e-mails with information relating to the activities and services of this company.

Users' personal data shall be treated confidentially and shall not be transferred to third parties outside HELICES Y SUMINISTROS NAVALES, S.L. In any event, users may exercise their rights of opposition, access, rectification and cancellation or installation, in accordance with the provisions of Organic Law

15 of 13 December 1999 on Personal Data Protection, by writing to HELICES Y SUMINISTROS NAVALES, S.L., with company address at Muelle de Levante, 14 - 08039 BARCELONA or by sending an e-mail to the following address: helices@heliceshnspons.com.

The first time the user accesses this website, the HELICES Y SUMINISTROS NAVALES, S.L. server will install a file known as "cookie" on their computer. A cookie is a small text

file that the browser collects and stores while the user browses the website. In this way, it provides certain information on how the user browses its website, thereby allowing it to adapt to the preferences of the user in future visits.

If users do not wish to receive cookies during browsing, they must deactivate the corresponding option in their browser, thereby preventing cookies from being installed on their computer.

#### 8.- HYPERTEXT LINKS

No third parties may establish a framing link between their website and this website.

In the event that this website should contain links to other portals or websites, not guaranteed by HELICES Y SUMINISTROS NAVALES, S.L., this company hereby states that it has no control over said portals or websites and is not responsible for their content. Any links that this website may contain are provided as informational references only and do not represent any kind of evaluation of the content, owners, services or products provided through said links.

In any event, HELICES Y SUMINISTROS NAVALES, S.L. shall be exempt from any liability relating to the services provided by said third parties in the event of any claim of any kind or suits that may be filed in relation to these services.

#### 9.- NULLITY AND INEFFICACY OF THE CLAUSES

If any clause of these general terms and conditions on browsing and use of the website should be declared wholly or partially null or ineffective, this shall only affect the provision or part in question that is null or ineffective, so that all other general terms and conditions shall remain in effect and the provision or part of the general terms and conditions in question shall be deemed not to be applicable, unless it affects the whole of the general terms and conditions as a result of being essential to them.

#### 10.- APPLICABLE LAW AND JURISDICTION

These general terms and conditions of use and browsing and any other relationship between the user and HELICES Y SUMINISTROS NAVALES, S.L. shall be governed by Spanish law.

For any lawsuits deriving from the existence or the content of these general terms and conditions or from the relationship between the user and HELICES Y SUMINISTROS NAVALES, S.L., both parties expressly renounce any other jurisdiction that may correspond to them and subject themselves to the exclusive jurisdiction and authority of the Courts and Tribunals of BARCELONA.