

„BUILDING INFORMATION MODELING” (BIM) RAWLPLUG

GENERAL TERMS AND CONDITIONS

I. Definitions

Terms	these general terms and conditions of Services, as amended from time to time.
Website	website of https://bim.rawlplug.com
Privacy Policy	privacy and security policy governing processing of information and personal data of the Customer collected by the Provider through the Website and BIM Plug-in, available on the Website.
BIM Rawlplug	digital content in form of designs (3D), projections (2D) and technical drawings of construction products supplied by the Provider, which may be automatically and directly applied in construction/work projects being created by the Customer through the use of dedicated design software (such as CAD).
BIM Plug-in	software (so called plug-in) enabling access to BIM Rawlplug directly from the interface of dedicated design software (such as CAD) and download the digital content of BIM Rawlplug to apply them during the work in the dedicated design software.
Services	free-of-charge (digital) services consisting of: <ul style="list-style-type: none">a) access to BIM Rawlplug via the Website to download and use digital content of BIM Rawlplug, and/orb) enabling the Customer to use BIM Plug-in; which general purpose is to promote the sale of construction products supplied by the Provider.
Provider	Rawlplug S.A. with its registered office in Wrocław, ul. Kwidzyńska 6, 51-416 Wrocław, Poland, entered into the business register of Krajowy Rejestr Sądowy (KRS) under no. 0000033537, tax identification no. (NIP): 8951687880.
Customer	natural person using the Services who has full capacity to perform acts in law.
Contract	a contract for Services concluded between the Provider and the Customer in accordance with these Terms.

II. GENERAL

1. These Terms govern the scope of the Services, rights and obligations of the parties under the Contract and form the basis for the conclusion and termination of the Contract.
2. As the Services are provided to the Customer at no cost and the personal data provided by the Customer are exclusively processed for the purpose of supplying the Services or for allowing Provider to comply with legal requirements to which they are subject, and the Provider does not process those data for any other purpose, without the Customer's express consent (which is not required to use the Services), the provisions of the Consumers Rights Act of 30 May 2014 (unified text: Dz.U. from 2020, no 287 including all amendments), and Directive (EU) 2019/770 of the European Parliament and of the Council of 20 May 2019 on certain aspects concerning

contracts for the supply of digital content and digital services, shall not apply to the Contract and these Terms.

III. SERVICES

1. Use of the Services requires working internet connection and installation of internet browser or other application which properly displays the Website. Use of BIM Plug-in requires installation of such BIM Plug-in on the computer or other device of the Customer and dedicated design software, which is not supplied by the Provider hereunder and may require purchasing separate third-party licence.
2. Please visit website <https://bim.rawlplug.com/> to see the technical and software requirements to run and use BIM Plug-in.
3. The Provider may provide updates, repairs and maintenance to BIM Plug-in and the Website and for that reason temporarily block the access to the Services. The Provider may also require that the Customer shall promptly install certain updates to BIM Plug-in or its new version, otherwise BIM Plug-in may not work properly, or certain Services may not be available, for which we shall not be held liable. The latest version of BIM Plug-in is available on the Website.
4. The Provider may require that the Customer provides certain information, including personal data, which are necessary to provide certain Services. The provision of such Services will be contingent on the provision of such information. The Provider will not be liable for any failure to provide the Services where the Customer fails to provide, or delay in the provision of, any such information.
5. The Provider reserves the right to update, modify, limit and/or terminate the Services and/or remove or discontinue their content in whole or in any part, as well as to cease the provision of the Services in whole or in any part.
6. The Provider shall not make any declarations, representations, warranties in relation to the Services and BIM Plug-in, other than as expressly set out in these Terms and all Services and BIM Plug-in are provided 'as is'. Therefore, the Provider shall not warrant that the Services and BIM Plug-in have any functionality, feature, specification or are fit a any purpose.
7. The Customer acknowledges that the Services and BIM Plug-in are based on software applications, which mean that they may contain error or bugs, however the Provider is constantly aiming to improve the Services and provide the overall good quality Services.
8. The Provider shall not make any warranties that the use the Services will bring any results intended by the Customer.
9. The subject-matter and content provided as part of the Services are solely for general information purposes. The Provider shall not warrant the accuracy, completeness, availability, or usefulness of these contents nor that that the Services are suitable for all users. Any use, including reliance on, of such contents is strictly at the Customer's own risk.
10. The Customer may use the Services for purposes connected with business and professional activities.

IV. USER ACCOUNT

1. To use the Services the Customer must register user account and be logged in to their user account. Otherwise, the Customer may only browse through the Website, and download and install BIM Plug-in.
2. The Customer can register the user account only by signing up via the Website.
3. To create the user account, the Customer must read and accept these Terms and applicable privacy policy by selecting appropriate checkboxes, and clicking the "Register" or similar button.. Activation of the user account is required to register the user account.
4. In the registration form the Customer must provide information which are necessary to provide Services:
 - a) personal data: name, surname and e-mail address;
 - b) password to the user account;
 - c) choosing one of the options from the list "Who are you?".

5. The Customer may provide other information such as name of the city or country of residence, preferred language, name of the employer, telephone number, address.
6. At the time of registering the user account or any other time, the Customer may subscribe for the newsletter or for receiving any other commercial information in the selected form.
7. At the time of registering the user account or any other time, the Customer may additionally allow the Provider to process the information on the projects (for example location of the construction site, size of the construction site etc.) where digital contents of BIM Rawlplug are used by the Customer for analytical and promotional purposes.
8. The provision of information is voluntary and enables effective use of the Services. Data will be processed for the duration of the Services and the Contract.
9. The information will be processed for promotion purposes, including, in particular, the popularization of construction products sold by the Provider, analysis of the demand for construction products sold by the Provider, as well as for the analysis of the use of the Services and the BIM Plug-in and their development and improvement.
10. The Customer acknowledges and represents that the information shall not constitute legally privileged information or information covered by an obligation of confidentiality, and that the entry of the information while using the Service by the Customer shall not violate any of the rights of third parties. In particular, the entry of the information shall not be construed as obligation not to disclose this information.
11. After the Customer submits the request to register the user account, the Provider will send a confirmation e-mail to the e-mail address provided in the registration form, in which the Provider will ask the Customer to verify the request by clicking on confirmation link, which is necessary to complete the registration process. The Provider registers the user account only after the Client clicks the activation link. The confirmation link will remain valid for seven days from the date of the submission of the request to register the user account. If the Customer does not verify the request by the time the link expires, the user account will not be created, and the Provider will promptly delete all personal data provided.
12. The Provider may at any time and for any reason decline to register the user account of the Customer, particularly if the information provided by the Customer as per Clause IV.4 are incorrect or incomplete.

V. CONTRACT FOR THE PROVISION OF SERVICES

1. Subject to Clause V.2, the Contract is concluded by electronic means (distance contract) when the user account is registered. The Customer may use the Services only when they are logged in, however if the Customer wishes to use BIM Plug-in, they must also install BIM Plug-in on their device.
2. In case of BIM Plug-in, the Contract is concluded at the moment BIM Plug-in is installed on the device of the Customer, however express consent to these Terms and Privacy Policy is still necessary during the registration of the user account.
3. The Contract is concluded for indefinite period.
4. The Customer may terminate the Contract anytime without having to provide any reasons by deleting the user account. To delete the user account the Customer must select respective option in the settings of the account. Simply deleting BIM Plug-in from the Customer's device will not result in deleting the user account and termination of the Contract.
5. The Provider may terminate the Contract anytime with immediate effect without providing any cause.
6. On termination of the Contract, the following Clauses of these Terms shall continue in force: Clause VI (End-User Licence), Clause VII and Clause VIII (Liability and Limitation of Liability), Clause IX (Dispute resolution) and Clause X (Applicable law).

VI. END-USER LICENCE

1. As a part of the Contract, the Parties also enter into an end-user licence agreement specifically for the use of BIM Plug-in and other software through which the Services are provided (hereafter

"Software"); for the use of copyrighted works incorporated into digital contents of BIM Rawlplug, including drawings, designs, and projections of the construction products of the Provider (hereafter "BIM Works"); and for the use of other copyrighted works provided as part of the Services, such as text, graphics, design, logos, button icons, images, audio clips, video clips, their arrangement, compilation and/or assembly, which are protected by copyrights or related rights (hereafter "Other Works"); and/or for use of objects of other intellectual property rights of the Provider as a part of the Services, in particular rights to utility models, trademarks or other industrial property rights or may constitute the Provider's know-how or trade secret (hereafter "Other IP").

2. Under the Contract and this End-User Agreement Clause, the Customer is granted with non-exclusive, non-transferable, non-sublicensable and revocable license to use Software, BIM Works and Other Works solely in connection with the Services, for as long as the Contract is in force in the territory of whole world, on following exploitation fields:
 - 1) in relation to Software:
 - a) use of the Software – use of the Software in accordance with its purpose and functionalities.
 - 2) in relation to BIM Works:
 - a) use of BIM Works – use of BIM Works in accordance with their purpose and the Contract to apply them in the projects created with the use of dedicated design software.
 - b) preservation and multiplication of BIM Works – to save BIM Works on the Customer's device and to create print or digital copies of BIM Works; to combine BIM Works with other work, namely the project created with the use of dedicated design software.
 - c) distribution of BIM Works – to introduce on the market copies of BIM Works which are combined with the project created with the use of dedicated design software.
 - 3) in relation to Other Works:
 - a) use of Other Works – non-public display of Other Works.
3. Under the Contract and this End-User Agreement Clause, the Customer is also granted with non-exclusive, non-transferable, non-sublicensable and revocable license to use Other IP solely in connection with the Services, for as long as the Contract is in force in the territory where respective intellectual property right is in force, including for the purpose of using such Other IP in project created with the use of dedicated design software.
4. Including but not limited to the following, the Customer shall not:
 - a) modify any of Software, BIM Works, Other Works and Other IP, including their copies;
 - b) use any of Software, BIM Works, Other Works and Other IP separately from the Services as well as separately from the context and arrangement they are provided;
 - c) decompile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of Software;
 - d) delete or alter any copyright, trademark, or other proprietary rights notices from copies of Software, BIM Works, Other Works and Other IP;
 - e) create derivative works.
5. No right, title or any interest in or to Software, BIM Works, Other Works and Other IP is transferred to the Customer, and all rights not expressly granted are reserved by the Provider. Any use of Software, BIM Works, Other Works and Other IP not expressly permitted by these Terms is a breach of the same and may infringe copyrights, trademarks and other intellectual property or ownership rights of the Provider.
6. After the termination or expiration of the Contract, the Customer shall promptly delete all copies of Software, BIM Works, Other Works and Other IP. The Customer may however use copies of BIM Works already combined with projects created with the use of dedicated design software, but only in connection and together with such project.

VII. LIABILITY OF THE PROVIDER

If the Provider fails to provide the Services or otherwise provide it in breach of the Contract, the Customer may claim damages in accordance with applicable laws, subject to limitation of the Provider's liability set forth in Clause VIII.

VIII. LIMITATION OF LIABILITY

1. Except as expressly provided in these Terms the Customer assumes sole responsibility for the use of the Services, and all warranties, representations, declarations, conditions, and all other terms of any kind whatsoever implied by applicable law are, to the fullest extent permitted by applicable law, excluded from this Terms and Contract.
2. Nothing in these Terms excludes the liability of the Provider for the breach of the Contract resulting from willful misconduct or gross negligence.
3. The Provider's liability for the breach of the Contract is to the highest extent permitted under applicable laws, limited to real loss sustained by the Customer as a result of the breach of the Contract. The Provider shall not be particularly liable for any loss of profits.
4. The Provider will not be held liable for accuracy and reliability of information provided as part of the Services, as well as for (1) any interruption or cessation of transmission to or from BIM Plug-in or Website; and / or (2) any bugs, viruses, worms, trojan horses, defects, date bombs, time bombs or other items of a harmful nature which may be transmitted to or through BIM Plug-in or Website by a third party; (3) any loss or damage caused by a distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material.
5. The Provider will not be liable for any damage or loss of any kind arising out of the Customer's use of the Services.
6. The Provider shall not be liable for any interruptions or problems during the use of the Services resulting from: 1) incorrect functioning of the Customer's device; 2) incorrect functioning of internet connection; 3) acts or omissions of third parties, for which the Provider is not liable; 4) other circumstances which cannot be attributable to the Provider.

IX. DISPUTE RESOLUTION

1. Any complaint in connection to the Services or BIM Plug-in may be submitted to following email address: technical.helpdesk@rawlplug.com or by post to the address of the Provider. The complaint must contain at least e-mail address and description of a problem that was a reason for a complaint, including the date and type of irregularities, otherwise we will not be able to address your complaint.
2. Any disputes in connection with the Contract or these Terms shall be exclusively and finally resolved by Polish courts competent for the seat of the Provider, unless applicable laws provide for otherwise.
3. Any disputes in connection with the Contract or these Conditions shall not be the subject of alternative dispute resolutions (ADR) on the platform provided by European Union Commission, which is a non-judicial arbitration procedure. The Provider is not obliged by law nor prepared to participate in ADR.

X. APPLICABLE LAW

1. The Contract, these Terms and all contractual and non-contractual matters related to them are governed and construed in accordance with Polish laws, save for the United Nations Convention on Contracts for the International Sale of Goods, Vienna, 1980.
2. If the Customer's permanent place of residence is within the European Union and the choice of Polish laws deprives the Customer of consumer protection afforded by the provisions of law that cannot be derogated from the agreement by virtue of the law of their country of residence (so called mandatory provisions of law), such mandatory provisions are applicable.

XI. FINAL PROVISIONS

1. The Customer may access and save a permanent copy (.pdf file) of these Terms and privacy policy anytime **at**[\[hyperlink\]](#) free of any charge.
2. If any provision of these Terms or the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed excluded from the Contract, but such exclusion shall not affect the validity and enforceability of the rest of these Terms or the Contract, as applicable.
3. The Provider hereby reserves the right to alter or supplement these Terms anytime. The Customer will notified of any changes by e-mail no later than two weeks before the amended Terms enter into force. If the Customer does not object to the validity of the new Terms or continue to use the Services, then the new Terms will be deemed to have been accepted by the Customer. If the Customer has objected to the amended Terms, the Customer may terminate the Contract without any repercussions.

Wrocław, 11.07.2023 r.