

## General terms

**Welcome to Machineshift.com general terms, hereinafter referred to as “we” or “Machineshift.com”. By accessing Machineshift.com you (“you” or “User”) agree to be bound by the terms and conditions set by this User Agreement. Please read them carefully.**

### General

All advertisements on this site have been fully prepared by the sellers without any input from Machineshift.com. Machineshift.com acts as a venue only and is not party to any transaction or contract between buyers and sellers. Machineshift.com has no means of verifying and is not responsible for any aspects of the advertisements including the existence, quality, title, legality, encumbrance, state-of-repair, safety or condition or value of the goods described by any seller or any representation made by any seller. Machineshift.com does not and cannot make any warranty or representation with regard to any goods advertised in any respect.

Machineshift.com strongly recommends that buyers do all due diligence including inspection, testing, obtaining expert's reports and reference checks

[www.machineshift.com](http://www.machineshift.com) (machineshift.com) is an Internet based public marketplace that enables the user to efficiently find, buy and sell new and second hand machinery, equipment and other heavy machinery ("New & Used equipment"). Machineshift.com provides you with the leading manufacturers' and dealers' latest advertisements, machines from private sellers, as well as useful supplementary services for which you should contact machineshift.com directly for unless otherwise stated. Machineshift.com acts as a link or medium between potential buyers and sellers.

The principal purpose of Machineshift.com is to display New & Used equipment advertisements on the Internet. Any sale agreement on any equipment that has been advertised on Machineshift.com is made solely between the buyer and seller. Machineshift.com is not a party to any such agreement. All information on the particular piece of New or Used equipment ("Information") originates from the seller and not Machinehsift.com. Machineshift.com is not responsible for and does not guarantee the performance or suitability to any particular purpose of any such piece of New or Used equipment.

The material that appears on Machineshift.com is given for informational purposes only. Although we hope that all users of Machineshift.com will act with diligence and follow good practise, we cannot verify the Information they supply. Before purchasing a piece of New or Used equipment or services you have read about on Machineshift.com, you should confirm with the seller any Information (including the price) that is important to your purchasing decision. When buying a piece of Used equipment please use your own judgement in the same way you would when buying similar items through a newspaper or any other form of advertisement.

Should you decide to purchase a piece of New or Used equipment, finance or transportation service or any other item as a result of Information obtained from your visit to Machineshift.com, your contracting party would not be Machineshift.com but the seller of such item.

### Advertising

By inputting or sending your advertisement to Machineshift.com you request that the advertisement be published on our services. A valid contract is made between Machineshift.com and the user once we have verified and accepted your advertisement copy. It is the seller's responsibility to specify where each advertisement is to be published which can be selected while uploading your information for the

advertisement; at [Machineshift.com](http://Machineshift.com). [Machineshift.com](http://Machineshift.com) reserves the right to reject or withdraw an advertisement at its discretion.

[Machineshift.com](http://Machineshift.com) will contact you by e-mail if your advertisement for some reason is not fit for publication. [Machineshift.com](http://Machineshift.com) may deny access to the web site for users that do not act professionally or in accordance with good practise. The preconditions for publishing are evaluated individually for each advertisement.

Advertisements are individual and may contain only Information on one single piece of new or used equipment. It is your responsibility as the seller to give true and complete product information on the piece of new or used equipment and its condition as well as all other details that might be relevant for a potential buyer in accordance with applicable law, administrative statutes and good business practise. You agree to be bound by the guarantee, price and other information you have given on the advertisement.

## **Registration**

To obtain access to [Machineshift.com](http://Machineshift.com) services, you are required to a) give your contact details and other personal information by filling in a registration form provided online and b) agree to be bound by this User Agreement. [Machineshift.com](http://Machineshift.com) retains the information you provided so that you may use the web site without having to re-enter your information. Only legally competent persons may register as a user of [Machineshift.com](http://Machineshift.com).

By registering as a user you assure that the disclosed information is true and accurate and that you will promptly update any changes to the information under My Details on the site. [Machineshift.com](http://Machineshift.com) has the right to refuse any future use of the web site if it has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete or if you do not follow the terms and conditions of this User Agreement. [Machineshift.com](http://Machineshift.com) may additionally resort to any available legal remedies.

As part of the registration process you are requested to select a user name and a password. It is your responsibility to preserve the confidentiality of the user name and password and notify [Machineshift.com](http://Machineshift.com) by e-mail ( [info@machineshift.com](mailto:info@machineshift.com)) of any known or suspected unauthorised use of the user name and password. Until receipt of such notification you are responsible for all use of the user name and password.

## **Prices and Terms of Payment**

You may as a user of [www.machineshift.com](http://www.machineshift.com), read advertisements, contact the seller, place purchase offers free of charge.

Placing an individual advertisement on [Machineshift.com](http://Machineshift.com) site is subject to charge as specified in a price list that is valid at the time. The applicable rate of VAT will be added to all prices.

Payments for individual advertisements are made through Paypal by credit card. No advertisement will be published before due payments have been made. Contract customers that advertise their New or Used equipment at a regular monthly basis, are invoiced for the services in use.

## **Product Information**

Machineshift.com wishes to draw your attention to the fact that all information on a piece of equipment advertised in the web sites originates entirely from the seller of such new or used equipment. The seller alone has evaluated and given their opinions on the condition of this piece of equipment. The evaluation is therefore not made by any impartial third party and Machineshift.com does not take any responsibility for the truthfulness or accuracy of such evaluation.

## **Intellectual Property**

All content such as text, graphics, software and other material of the web site as well as the user arrangement and compilation of such content are the property of Machineshift.com and protected by EU and Ireland copyright laws. All use including distribution, publication, reproduction, display or other exploitation of the content on the web site is strictly prohibited unless expressly authorised in writing by us.

## **Amendments to Agreement**

Internet is a constantly changing medium. Machineshift.com may change the terms of this User Agreement from time to time in which case we will post the revised terms on the web site. By continuing to use this service following such changes you agree to be bound by the amended User Agreement.

## **Indemnity and Limitation of Liability**

The site content is provided "as is" and "as available". No warranty, either expressed or implied, will be made in relation to the accuracy, reliability or contents of the site. Machineshift.com will indemnify errors in services that are liable to charge if the error was caused by negligence on our part. We will either correct such error or indemnify the direct damage caused by the error. The choice between these remedies is to be made at our sole discretion and in any case the indemnification is limited to the price paid for the advertisement. Machineshift.com cannot be held liable for any indirect damages whatsoever or damages caused by circumstances beyond our reasonable control or originating from the User or any third party.

We do not warrant that the site or the servers that provide it are free of errors, viruses or other harmful components. We reserve the right to alter the site or withdraw access to it at our sole discretion.

Within the web site you may find links or references to third party materials and websites. While we encourage you to consult such websites, we assume no responsibility for material created or published by such sites and the presence of such links does not indicate approval or endorsement of any material or product information contained on any linked site.

## **Availability**

Machineshift.com may at any time delete, modify or supplement and change content of the web site without prior notice. We reserve the right to terminate, change, suspend or discontinue any aspect of the web site in at our sole discretion. The web site may be temporarily unavailable for maintenance or other reasons.

## **Privacy**

Machineshift.com is committed to protecting the privacy of the users of its web site and uses all reasonable efforts to ensure that the retained data is protected against unauthorised access. No security

system is impenetrable and therefore we cannot guarantee the security of our database, nor can we guarantee that the information you supply won't be intercepted while being transmitted to us over the Internet.

Machineshift.com has the right to use and disclose to third parties your user information (e.g. user name and e-mail address) unless you specifically instruct us otherwise. Information may be disclosed to parties that we believe might be of interest to you, such as vendors of new & used equipment related products and services. Information is disclosed within the extent of applicable law.

By using the services you give your consent to these privacy provisions.

When the piece of new or used equipment has been sold it is your responsibility to remove the advertisement from Machineshift.com. You are also responsible for promptly answering all requests, messages and offers you receive as a result of the advertisement.

Purchase offers received through the web site are not binding unless the offer contains full details on the material substance of the transaction, such as terms of delivery and payment.

When you submit an advertisement to Machineshift.com for publication, you agree that all intellectual property and ownership rights on the advertisement as it appears on the web site are transferred to Machineshift.com. We may edit, sort, copy and publish the Information in whole or in part. Commercial or technical Information may not, however, be edited.

We are not able to verify the truthfulness of any Information or statement disclosed in the advertisements. Accordingly, you as the disclosing user shall be responsible for any losses, expenses or other costs we incur as a result of an untrue statement you deliberately made or provided.

You have the right to cancel the advertisement for any reason at any time.

If an accepted advertisement for some reason does not appear on the web site at all you shall be entitled to a refund of the advertisement price unless the omission is caused by unforeseen circumstances beyond our reasonable control or because of your breach of this Agreement. Our liability for breach of contract or negligence shall not exceed an amount equal to the price of the advertisement.

## **Term and Termination**

These terms and conditions come into effect when you accept them and they are in force until further notice. Machineshift.com may at any time deny access to the web site from a user that does not follow these terms and conditions or disturbs other users or the web site itself

## **Law and Jurisdiction**

This User Agreement between the user and Machineshift.com shall be governed by and interpreted in accordance with the laws of Ireland excluding its rules for choice of law. All disputes that cannot be solved amicably shall be finally settled by the district court of Dublin, Ireland

## **Force Majeure**

A party may delay performance of an obligation under this Agreement if it cannot perform the obligation because of an event that is beyond its reasonable control and was not reasonably foreseeable when the Agreement was made. This event includes but is not limited to the following: strike, lockout, telecommunications failure, fire, theft, water damage, sabotage and vandalism

## **Feedback**

If you would like to contact us about any aspect of the site you would like to see improved or changed, we welcome any suggestions

Contact: [info@machineshift.com](mailto:info@machineshift.com)

## **An Irish Company Supporting Irish Business**

We envisage Machineshift.com to be a helpful selling tool for everybody that avails of the use of it, enabling the combination of many items of equipment for sale to be displayed in one place creating a greater ease to the buyer to complete an informed & valued purchase. It is in our best hopes that we provide an all round service that exceeds others in attaining new adverts on a regular basis thus giving the site a fresh feel, our front page featured adverts are for rent helping with visitors viewing your advert first leading to a greater potential of a sale.

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