

Terms and Conditions of use

The present Terms and Conditions of Use apply to the services of CAHM Europe SRL, Sat Miroslavesti, Comuna Pucheni no. 131, Prahova, Romania (referred to in the following as "CAHM") on offer in the Internet under www.cahm.eu. The Terms and Conditions of Use also apply to all other CAHM offers on the Internet referring to them/ incorporating them. They explicitly do not apply to third-party Internet offers, irrespective of whether the Internet offer of CAHM refers to them or whether they make reference to the present declaration.

1. Use of the CAHM Internet Offers

The following General Terms and Conditions of Use apply to the use of the CAHM offers in the Internet and are fully accepted by the User. In the event special terms and conditions apply to particular forms of use/functions, separate reference will be made to these terms in the offer.

2. Contents of the CAHM Internet Offers, Liability

2.1. CAHM explicitly retains the right to amend, enhance and delete parts of its offer or the offer in full without any prior announcement or from time to time to cease publication thereof altogether.

2.2. CAHM is only liable for damages or failed applications - for whatever the legal reason - insofar as the damages or the failed application were caused by CAHM or a vicarious agent in culpably breaching a major contractual duty or are attributable to a grossly negligent or wilful breach of duty by the party making the offer or a vicarious agent thereof.

If CAHM is liable for the breach of a major duty from usage relations without any gross negligence or wilful intent on its part, the liability for damages shall be restricted to the foreseeable and typical damages. In this case, CAHM shall specifically not be liable for lost profits of the User and for unforeseeable secondary damages. The aforementioned restrictions of liability described in sentences 1 and 2 shall likewise apply to damages that are caused by the gross negligence or wilful intent of employees or appointed parties, insofar as these do not count among the legal representatives or executive employees of CAHM.

The aforementioned restrictions of liability shall not apply insofar as liability is mandatory under the provisions of the Product Liability Act or claims are asserted that are derived from injury to life or limb. Insofar as liability for the compensation of damages is ruled out or restricted, this shall not apply to the personal liability of employees, representatives and vicarious agents. CAHM shall not be liable for short-term system stoppages necessitated for technical reasons (e.g. maintenance and repair work or system upgrades of CAHM in the Internet) and failures (e.g. overloading, force majeure).

3. References to Other Internet Sites (Links)

3.1. CAHM is responsible for its own site contents kept ready for use in line with the law. Differentiation is to be made between its own contents and links to the contents of other parties making offers. Links to other parties making offers are indicated by design or otherwise rendered visually obvious. CAHM is only responsible for the contents of these parties if CAHM is positively aware thereof (including unlawful contents) and CAHM is able and can be reasonably expected to prevent the use thereof.

3.2. Links are dynamic references. When the initial link to the outside content is set, CAHM is responsible for checking its own responsibility in terms of civil law or criminal law. CAHM is, however, neither bound nor able to continuously check contents to which CAHM refers in its offer for changes that could substantiate its own responsibility anew. Only if CAHM ascertains or is informed by third parties that an actual offer to which CAHM has already set a link triggers responsibility under civil law or criminal law, shall CAHM cancel the link to this offer, as far as this is technically feasible and can be reasonably expected.

4. Copyright and Trademark Law

4.1. The contents offered on the Internet site - texts, images, artwork etc. - are protected by copyright. All rights are retained. Every User is permitted to use the contents (texts, images, artwork) subject to the bounds of European copyright law. No other rights of use are granted. Any use in excess of this permissible usage of the contents, particularly any duplication for use that is not only private and/or distribution of the contents and/or the rendering public thereof as well as any handling thereof shall be subject to the prior written consent of CAHM.

4.2. All trademarks featured in the offers made and possibly protected by third parties shall be subject to the provisions of the respectively applicable trademark law.

5. Data Protection

If the offers made in the Internet allow for the entry of personal or business data (e-mail address, names, addresses etc.), the User explicitly enters such data on a voluntary basis. Please also heed the Notice on Data Protection that provides information about the usage of data and the data saved by the system during usage.

6. Applicable Law

Exclusively European law applies to all legal relations between the User and CAHM

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