

## GENERAL CONDITIONS FOR USE OF BREND



**International Corporation Frinko (Status: Maj 2010)**

### **1. The area of application**

1.1.

International Festival Frinko (center stay in business Braka Mingovi 18, 7000 Bitola, R. Makedonija,) makes available an online platform, called Frinko, whose content is particularly information on repair and servicing refrigeration, air ventilation, service, computers, electronic equipment. Users of this platform are working alone electronic and Marketing technicians and service marketing firms (hereinafter referred to as "Users") who can offer their customers efficient service with this information. Frinko is solely aimed at business-to-business field.

1.2.

The following conditions describe the conditions under which this information platform can be used. They govern the contractual relationship with the Frinko users.

1.3.

All deviating conditions, along with enhancements or changes are required only if confirmed in writing by Frinko.

### **2. Registration / Contract Conclusion / payment**

2.1.

Condition for participation in the use of this information platform for registration, which can be done online at <http://www.bt.mk>, or request by email: [palenzo@t-home.mk](mailto:palenzo@t-home.mk) ili tel: +38947 203 900

Kontakt Person : President =Palenzo Dimche,Vice President=Slobodan Ivanovski ,Vice President=Vladimir Petkov

Upon registration, user acknowledges these General Terms and Conditions of use. For the following user identification during the registration procedure for approval of plug-in-file is stored on the user's computer from which the user wants to access the Frinko system.

2.2.

Registration is only possible for individuals and not transferred to another person

- What act as commercial entities in the legal market

- What is working in active service, installation and repair computers of electronic and household and are therefore confirmed knowledge in handling and servicing of marketing equipment.

2.3.

For participation, a potential client must meet the following conditions:

- It has its registered office or residence and usual place of residence within the Republic of Macedonia or abroad, and do not actively work in marketing service, installation and computer repair of electronic and household electronic equipment (to be proven, with proper maintenance of website, business records or to-to-date entry in the yellow pages or similar information media and i buy the domain name of the licensor of the licensed brand Elektoluks-Palenzo Dimce) and

- It is registered as a trader based in the commercial register or a person is considered similar to the established trader or trading or submit a valid business license (or comparable verification for foreigners), or

- It is registered as a user of electronic or household computer marketing service repair shop in the Chamber of Commerce or Chamber of Handicrafts or holds membership in the specialty consumer e-commerce cooperative group or federation technician, or

- With marketing and service computers authorization from the manufacturer of electronics and household appliances, or marketing

- This is an active customer account Frinko ([www.elektroluks.mk](http://www.elektroluks.mk)) or one of its official partners, subcontractors

Kontakt: Ul.Braka Mingovi br 18 Makedonija +389 47 203 900 [www.elektroluks.mk](http://www.elektroluks.mk)  
[www.frinko.mk](http://www.frinko.mk) [palenzo@t-home.mk](mailto:palenzo@t-home.mk)

franchise for cooperation and purchase and sale of its proizvodii in that city or country or territory

2.4.

If [Frinko](#) examines and accepts the information of prospective buyers for admission to the system, potential buyers will receive a confirmation e-mail clients for such a successful registration and an agreement will be in writing and odobruvanje the licensor with original signatures of both parties.

2.5.

The use fee to be paid monthly to be confirmed during the registration procedure. If authorization is obtained using a ticket that is limited in time, one-time fee to pay for it. Use authorization automatically terminates upon the expiry of ticket (advance registration fee for current year) contract is prodlozhuva three months before the expiry limit and the full registration fee paid.

2.6

In principle, there is no right to participate only advance in the past year met conditions.

### 3. Services

3.1.

With access to [Frinko](#) system, Elektroluks Bitola offers users a database system developed in modules with know-how community that supports professional electronic and household equipment marketing service technicians with information on repair and service of computers electronic equipment, computers and servers profesionalni and marketing

[Electrolux](#) Bitola receive additional information or by third parties (typically manufacturers, users of the system or cooperate specific workshops), or construct such information through its own know-how.

3.2.

A [Electrolux Bitola](#), also allows users with the opportunity to enter (or entered for them) their (relevant) information platform, so the information platform is also constantly expanded by users.

3.3.

Finally, users can contact each other in so-called "Pinboard system and information exchange.

3.4.

Elektroluks Bitola has international cooperation partners, which are legally independent of the [www.elektroluks.mk](http://www.elektroluks.mk) whose locations can be seen by the user of IP address. The cooperation partners of Electrolux Bitola marketing service local users and their administrative departments and contact persons.

3.5.

Regardless of where the user has a registered place of business, the agreement regarding the use of [Frinko](#) system is entered with the International [Electrolux](#) Bitola / Makedonija, and only these General Terms and Conditions of Use should be used.

### 4. Obligations of Users

4.1.

Each component of the online information platform provided by the Elektroluks Bitola is protected by copyright law. After registration, the user has the right to exploit the database within the limits set by the Macedonian ([www.ippo.gov.mk](http://www.ippo.gov.mk)) in the ordinary course of business.

4.2.

The user is obliged to use the information platform provided by the Electrolux Bitola only for its intended purpose and to refrain from any inappropriate use. If the user receives a co-author's rights through independent records in the database, he gave up his rights of exploitation, especially the assertion of claims within the meaning of. Macedonian of the Copyright Law ([www.ippo.gov.mk](http://www.ippo.gov.mk))

4.3.

If the user enters their repair manuals or other information [Frinko](#) system, such information must be accurate and complete. The manuals and / or information must not violate any law or regulation, particularly regulations under copyright law, consumer protection law or competition law, or prohibit discrimination.

4.4.

A user shall immediately inform the Elektroluks Bitola of any unfair business practice of other members that she would become aware of during the use of information platform or otherwise.

### 5. Legal position / responsibility of Electrolux Bitola

5.1.

Electrolux Bitola is responsible for the accuracy of their information that it takes [Frinko](#) system. If the information concerning the manual or instructions directly from manufacturers or users of the system [Frinko](#), Electrolux Bitola examines all such information only for behavior, but not for its accuracy. Therefore, the responsibility of [Electrolux Bitola](#) in this area is limited to the realized behavior check. There is no responsibility of [Electrolux Bitola](#) go beyond that.

5.2.

The decision about the use of the information is at the discretion of the user, so that [Electrolux Bitola](#) assumes no

responsibility for the information applied to be appropriate for the intended purpose of such user.

5.3.

If there is a failure because of incorrect repair manuals provided by the [Electrolux Bitola](#), [Electrolux](#) Bitola responsibility for payment of damages was limited to the actual value of the repair equipment. The amount of the claim for damages is limited to the original value of the equipment.

5.4.

If User [Electrolux](#) leads to an external website using the link, the [Electrolux](#) dissociates from the contents of any such site as prohibited any liability of the [Electrolux Bitola](#) for this foreign content.

5.5.

No right to use the information platform of [Electrolux Bitola](#). The platform may be temporarily unavailable for maintenance of the particular work or the like, without leading to any claim against the User [Electrolux Bitola](#).

## 6. End of participation, termination of Cooperation

6.1.

Using the power of [Frinko](#) system applies for an unlimited period and may be terminated by either side, without any statement of reasons to comply with the notice period of one week as the end of each calendar month. Written notification of termination must be in writing. Notice of termination is not required if the ticket is acquired for use which is limited in time. In any case, the use authorization ends on the expiry of the ticket.

6.2.

If there are extraordinary reasons for termination, [Electrolux](#) Bitola has the right to suspend approval of participation with immediate effect. There are exceptional reasons for termination especially if

- Request to open bankruptcy proceedings is made over the assets of the beneficiary or
- User use services offered by [Electrolux Bitola](#) to undertake transactions that are contrary to law or morality or
- User demonstrably violates General Terms and Conditions of Use of [Electrolux](#) Bitola intentionally or with gross negligence or
- User provided false information on registration or
- User sends false information to [Electrolux](#) Bitola to enter the information platform, knowingly or with gross negligence or
- Members otherwise improper use of the Internet platform or [Electrolux Bitola](#)
- A user violates or [Electrolux Bitola](#) [Frinko](#) system through improper behavior or action.

## 7. Intellectual Property Rights

7.1.

All copyright and rights to use possessed by [Electrolux](#) Bitola stay with [Electrolux Bitola](#).

7.2.

Copy, alteration, transfer and publish or otherwise use any of the content (including use software or components thereof) by the user or third party is prohibited, as and to the extent that [Electrolux Bitola](#) has not provided its prior written consent.

7.3.

If the user enters their information [Frinko](#) system, this is associated with an unlimited right to use for other Users and [Electrolux Bitola](#). Such a user does not impose any claim under the copyright law against any user or [Electrolux Bitola](#).

7.4.

The user is prohibited from engaging in any duplication of data (especially the copying of data for electromagnetic, optical and electronic data or other media), along with any exploration, transmission, dispersion or other use of data that exist on the server and / or file libraries for commercial purposes.

## 8. Privacy policy

8.1.

In respect of personal data of users in accordance with Macedonian law on data protection of <http://www.dzlp.gov.mk/> ([www.ippo.gov.mk](http://www.ippo.gov.mk/)), is referred to the fact that these data will be stored and / or transferred in accordance with the requirements of applicable data protection regulations.

8.2.

The user who made available to [Electrolux Bitola](#) data entry saying they are in accordance with subsequent processing by the [Electrolux Bitola](#) in the ordinary course of business. [Electrolux Bitola](#) is allowed to enter such information in its online commercial platform and thus make such data available to other users.

8.3.

Electrolux Bitola refers the user to the fact that the data found on the Internet encoded with adequate technical knowledge can still be read from outside third parties. Electrolux Bitola no impact on this and is not required (especially for consumers) to take technical or legal measures to protect data.

8.4.

If and to the extent that there are copyrights, trademark rights or other intellectual property rights in data transfer, users grant to [Electrolux Bitola](#). If there is any injury to third persons entitled for action and / or omission by the customer, Given the legal basis, each such user [Electrolux Bitola](#) indemnify against any claim that such third party claims against the [Service Electrolux](#). Each claim is judicially determined to be settled by such user of any third party.

## 9. Place of Jurisdiction

Place [jurisdiction](#) for all disputes arising from contracts with [Electrolux Bitola](#) and conditions of use is Republika Macedonia Skopje.

## 10. Applicable law

These General Terms and Conditions of Use shall be exclusively subject to Macedonian law, the exclusion of UN sales law.

## 11. Amending the contract items and amendments

If one of the preceding provisions shall be null and void or ineffective, the remaining contractual provisions remains unaffected by this. The null and void or ineffective clause is to be replaced with a provision that meets the economic meaning and purpose of the defective clause with the addition of dogovorot. Dogovorite concluded that other countries apply these laws ratifikovani the World Organization WIPO and the PCT (patents) for Intelekualna Sopstenost and patents

## 12. FINAL PROVISIONS

[Electrolux Bitola](#) may change these General Terms and Conditions of Use at any time. All users will be notified of any change in the time basis for 15 days from the change in the rules.

