



## TERMS OF USE

This legal notice applies to the entire contents of the Website and to any correspondence by email between us and you. Please read this legal notice carefully before using the Website. By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full and using the Website indicates that you agree to abide by these terms of use. If you do not accept this legal notice in full, you must leave the Website immediately.

### 1. ACCESS TO WEBSITE:

The information on this Website is intended to be useful and informative for customers of and investors in Hercules Hoists Limited (called "the Company"). Access to this Website and the use of the information which appears on it ("the Contents") are governed by the following terms and conditions. These terms and conditions are important and they may affect your rights. The Company may revise the terms and conditions at any time by updating this legal notice. Please take time to read them carefully each time you visit this website.

### 2. LINKS TO OTHER SITES:

Links to third party websites on the website are provided solely for your convenience. If you use these links, you leave the website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

### 3. LINKS TO THIS SITE:

You may link to our home page only, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:

- a) You do not remove, distort or otherwise alter the size or appearance of the Company's logo;
- b) You do not create a frame or any other browser or border environment around the website;
- c) You do not otherwise use any the Company's trade marks displayed on the website without express written permission from Company;
- d) You do not misrepresent your relationship with the Company nor present any other false information about the Company;

#### Corporate Office & Works

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#### Registered Office

Bajaj Bhawan, 2<sup>nd</sup> Floor  
226, Jammalal Bajaj Marg  
Mumbai 400 021  
INDIA





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- f) Your website does not have content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

The Company expressly reserves the right to revoke the right granted in clause 4 for breach of these terms and to take any action it deems appropriate. You agree to fully indemnify the Company for any loss or damage suffered by it for breach of this clause.

#### 4. VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing viruses, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial of service attack or a distributed denial of service attack.

By breaching this provision, you may commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial of service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

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## 7. LIABILITY

The Company or any other party ( whether or not involved in creating, producing, maintaining or delivering the Website), and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the website in any way or in connection with the use, inability to use or the results of use of the website, any websites linked to the website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the website or your downloading of any material from the website or any websites linked to the Website.

Nothing in this legal notice shall exclude or limit the Company's liability for death or personal injury caused by our negligence or any person for which we are responsible:

## 8. JURISDICTION AND APPLICABLE LAW

This website is established in India and these terms shall be governed and construed in accordance with Indian Law. When you use the website you accept that your use thereof shall be governed by the laws of India and if any dispute arises as to your use of this website, you agree to allow such dispute to be heard in the Indian courts. If any provisions of these terms shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

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