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<sup>1</sup> Confirm the Company that owns the Page

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We strive and do our best so that accessing the web site will be safe and will maintain your personal information safeguarded. In any case we will not be responsible for viruses, delays in the operations or in transmissions, technological errors, manipulation by non-authorized third parties, any event of invasion or technological manipulation or any other error in the operation of the web page.

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#### **VII. Inquiries**

Any question associated with the use of the contents or with the establishment of links, can be addressed to **ESWINDOWS** in Colombia at telephone +57 3664600 in Barranquilla or through email [info@eswindows.com](mailto:info@eswindows.com). Any use that infringes stipulations presented herein will result in corresponding civil and criminal actions.

#### **VIII. Acceptance of terms upon accessing, reading and/or using this site**

The user recognizes having read and understood the terms of use and agrees to accept them and comply with all applicable laws and regulations of the Colombian legislation. Furthermore, when the user uses any service offered in this site, he/she will be subject to the applicable rules, guides, policies, terms and conditions. If the user does not agree with these terms, he/she must abstain from using this site. This site is controlled and operated by **ESWINDOWS** from their offices located in Colombia. The persons that decide to enter this site from other countries will do so under their own initiatives and it is their responsibility to comply with applicable local laws. The laws of the Territory regulate any claim regarding the use of this site and the material therein included.

These terms and conditions are subject to amendment at any moment without prior notice, under the complete discretion of **ESWINDOWS**, and as of the date of the amendment of these terms and conditions all the operations that are carried out between **ESWINDOWS** and the user will be governed by the amended document. Therefore, each time that the user accesses the web site, he/she must review the conditions of use, the legal notifications and privacy policy in force at that time. If not satisfied with the web site, its contents, the conditions of use or the legal notifications, the user accepts that the only available solution is to stop using the web site.

#### **IX. Applicable legislation and jurisdiction**

These terms and conditions will be governed and interpreted according to the laws of the Republic of Colombia. Any controversy that results from this document will be submitted to the competent judges in accordance to the Colombian legislation and **ESWINDOWS** as well as the user expressly waive any other jurisdiction that could correspond due to their present or future domicile.

#### **X. Conflicts**

Any difference that arises between the User and the Company or any other party that is associated with these Terms and Conditions will be submitted to the definitive and binding decision of an Arbitration Tribunal of the Arbitration and Conciliation Center of the Barranquilla Chamber of Commerce, in accordance to the following rules: (i) The court is comprised of three (3) arbitrators; (ii) The arbitrators must be assigned by common agreement by the Parties from the list of arbitrators of the Arbitration and Conciliation Center of the Barranquilla Chamber of Commerce in a term of fifteen (15) days from the date in which any one of the Parties requests in writing to the other the assignment of the arbitrators. In the event that the Parties, for any reason, do not reach an agreement on the assignment of the arbitrators within the term established previously, these arbitrators must be assigned by the Barranquilla Chamber of Commerce in accordance to the regulations and the list of arbitrators therein recorded; (iii) the internal organization, tariffs and fees of the tribunal will be subject to the rules established to this effect by the Arbitration and Conciliation Center of the Barranquilla Chamber of Commerce; and (iv) in any case, the

tribunal will sentence in accordance to the law and will function in Barranquilla, in the Arbitration and Conciliation Center of the Chamber of Commerce in this city.

Reviewed on: March 2018.

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