

Terms of Use

Last Updated: 15/09/2025

1. Introduction

By accessing or using the services on <https://www.mvmpartsexpert.com/> (the “**Website**”), operated by MVM PARTS EXPERT LTD, a limited liability company incorporated in the Republic of Cyprus with registration number HE 481783 and having its registered address at 12 Chatzimichali Street, Kato Polemidia, 4151 Limassol, Cyprus (hereinafter “**we**,” the “**Company**,” or “**us**”), you, the User (whether as an individual or representing an entity), accept and agree to these Terms of Use (“**Terms**”) and any other policies expressly referenced on the Website, including our Privacy Policy (see more at <https://www.mvmpartsexpert.com/privacy-policy>) These Terms form a legally binding agreement governing your access to and use of the Company’s Services, including but not limited to the submission of Requests for Parts, interaction with Suppliers, and any related content, updates, or documentation . If you do not agree with any part of these Terms, you should refrain from using the Website or submitting requests.

2. Definitions

For the purposes of these Terms, the following terms have the meanings set out below:

"User" or "You" – Refers to any individual or entity accessing or using the Website, submitting Requests for spare Parts etc.

"Services" – Encompasses all services offered by the Company, including but not limited to submitting Requests for Parts by Users, facilitating communication with Suppliers, providing Quotes from Suppliers to Users, and any other related updates, guidance, and support in regards to the Services.

"Suppliers" – Refers to third-party providers of construction and earthworks machinery spare parts who the Company engages in connection with the Services, for the purpose of providing Users with Quotes that may or may not include availability, and product information.

"Requests" – Refers to submission forms made by Users on the Website specifying the machinery type, model, and parts required and requested, for the purpose of obtaining Quotes from Suppliers and potentially the purchase of such Parts.

"Quotes" – Refers to the official Quote send by the Company in response to a User’s Request which will include prices, and product availability and any other information requested by the User and/or relevant for the requested spare Part that is provided by the Company to the User’s designated email address or any other form of contact agreed upon in writing by the Company and the User.

"Parts" – Refers to construction and earthworks machinery spare parts, including components for excavators, loaders, dozers, tractors, cranes, forklifts, and other relevant equipment, supplied by Suppliers.

"Personal Data" – Any information that can identify a User, either directly or indirectly, including contact details, processed in accordance with applicable data protection laws including but not limited to GDPR and national data protection legislation.

"Intellectual Property" – Includes all content, text, images, logos, and materials provided on the Website, protected under intellectual property laws, belonging to the Company or its Suppliers for which the Company has obtained consent to use solely for the purpose of the Services.

"Payment Method" – The authorized payment method provided by the Company to the User , after a Quote is proposed and agreed upon in writing by the Company and the User as agreed , including credit/debit card, bank transfer, or other accepted forms of payment.

"Termination of Access" – Discontinuation of a User's access to the Website or Services due to breach of these Terms, inactivity, or at the User's request.

"Governing Law" – Refers to the laws of the Republic of Cyprus, which govern the interpretation and enforcement of these Terms.

"Force Majeure" – Events beyond the reasonable control of the Company, including but not limited to natural disasters, strikes, pandemics, wars, government restrictions, Supplier failure, transport disruption, or other unforeseeable events preventing performance.

3. Company Information

MVM PARTS EXPERT LTD operates as an independent service provider that locates, liaises with Suppliers, imports, and sells high-quality spare Parts for construction and earthworks machinery upon demand after a Quote is accepted, including equipment from reputable brands such as JCB, CAT, CASE, Kubota, Komatsu, Hitachi, and John Deere.

4. Acceptance of Terms

By using this Website, including submitting personal information through quotation or contact forms, you accept and agree to be legally bound by these Terms of Use and by the Company's Privacy Policy. Continued use of the Website constitutes acceptance of any modifications or updates to these Terms, which the Company may implement from time to time without prior notice.

5. Scope of Services

5.1 The Website enables Users to submit Requests for Parts and obtain Quotes from the Company based on information received from Suppliers.

5.2 The Website and its content are for informational purposes only and do not constitute a contractual offer unless expressly confirmed in writing by the Company or acceptance and payment of any Quote is made by a User.

5.3 All Requests are subject to review, and resulting Quotes shall only be binding once accepted in writing by the User and confirmed by the Company and payment is made by a User.

5.4 The Company may update, modify, suspend, or discontinue any aspect of the Website or Services at any time without notice.

6. Supplier Interaction and Quotes

6.1 After a Request is submitted, the Company may transmit it to relevant Suppliers.

6.2 Based on the Supplier's response, the Company will provide the User with a Quote, which

may include pricing, product availability, and any additional information relevant to the Request.

6.3 All Quotes are subject to confirmation and payment by the User and are valid only for the period specified within the Quote.

6.4 The Company does not guarantee the availability or delivery of any Parts until the Quote is accepted in writing by the User and confirmed by the Company.

7. Payments

7.1 Payments for Parts shall be made by the User to the Company using the Payment Method specified in the accepted Quote.

7.2 A Quote is only considered accepted once payment has been received in full and confirmation is provided by the Company, if requested. Until then, no binding contract exists.

7.3 The Company will use reasonable efforts to include all applicable shipping costs, duties, taxes, and other charges in the Quote. However, such amounts are indicative and may vary depending on the Supplier, origin, destination, or customs requirements. The User must, at its own discretion, review and confirm acceptance of all such costs before proceeding with the payment. Failure to pay any shipping costs, duties, taxes, or other charges does not entitle the User to cancel the order, delay payment, or request a refund. The Company shall not be responsible for any additional charges imposed by customs, regulatory authorities, or other third parties, and the User bears sole responsibility to ensure compliance with import/export regulations and payment of all applicable fees.

8. Delivery and Shipping

8.1 The Parts requested with the Request and confirmed with the Quote by payment, will be delivered to the address provided by the User or in a manner agreed upon beforehand by the Company and the User, subject to the size of the Part and/or quantity .

8.2 Delivery timelines stated in Quotes are indicative and may vary depending on Supplier availability, logistics, and external factors. The Company shall not be liable for delays beyond its reasonable control and or because of Force Majeure.

8.3 Shipping costs, if possible, will be communicated within the Quote and agreed upon prior to final acceptance.

8.4 The User is responsible for inspecting the Parts immediately upon delivery. Any visible damage, shortage, or non-conformity must be reported to the Company in writing within seven (7) calendar days of delivery. Hidden defects must be reported within seven (7) calendar days of discovery and no later than fifteen (15) days from delivery. Failure to notify the Company within these timeframes constitutes acceptance of the Parts and no refund may be accepted beyond that timeframe.

8.5 Delivery obligations may be suspended, delayed, or modified in whole or in part due to Force Majeure events, which include but are not limited to natural disasters, strikes, pandemics, wars, government restrictions, Supplier failure, transport disruption, or other unforeseen events beyond the Company's reasonable control. In such circumstances, the Company shall not be liable for any delay, damage, or failure to deliver, and the User shall not have any right to cancel the Quote or request a refund on these grounds.

9. Product Information and Availability

The Company strives to provide accurate and up-to-date information regarding the products offered. However, the Company makes no representations or warranties of any kind regarding the completeness, accuracy, or reliability of the product descriptions, images, specifications, or availability. Errors or omissions may occur, and the Company reserves the right to correct such errors and update information without prior notice.

10. Returns and Refunds

10.1 All sales of Parts are final. Unless expressly stated otherwise in the Quote, the Company does not accept returns or provide refunds without reason.

10.2 Claims for defective or materially non-conforming Parts may only be made in accordance with these Terms and this clause 10 herein and/or any applicable Supplier warranty that may or may not exist for a specific Part.

10.3 Inspection and Notification

- Users must inspect Parts upon delivery. Visible defects or shortages must be reported within seven (7) calendar days.
- Hidden defects must be reported within seven (7) calendar days from discovery, and no later than fifteen (15) days from the delivery date.
- Failure to notify within these timeframes constitutes acceptance of the Parts
- Any claim must include the Quote reference, order number, description of defect, relevant part numbers, delivery date, and supporting evidence and contacted to the Company through its designated contact support email: Info@mvmmpartsexpert.com
- Parts may not be returned without prior written authorization from the Company. Unauthorized returns will be refused.
- If a claim is validated, the sole remedy is repair, replacement, or refund of the purchase price, subject to Supplier confirmation. The Company will not provide refunds unless received from the Supplier and may deduct reasonable costs and only if it is between the timeframe specified above in this clause.
- Custom, specially manufactured, obsolete, or non-stock Parts are non-returnable and non-refundable except for proven defects under this clause and Supplier warranties.

11. Warranty

11.1 Parts supplied through the Company may be subject to warranties provided by the respective Supplier. Such warranties, if any, are limited strictly to defects in material or workmanship under normal and proper use. Supplier warranties do not cover damage or defects resulting from wear and tear, improper handling, misuse, negligence, unauthorized modifications, or incorrect installation of the Parts. The Company acts solely as a facilitator between the User and the Supplier and does not itself provide warranties on the Parts, except as expressly stated in the accepted Quote. Users must follow the Supplier's instructions and warranty procedures to make any valid claim.

11.2 The Website, the Services, and any information, quotations, or content provided by the Company are provided on an “as is” and “as available” basis. The Company makes no representations, guarantees, or warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, completeness, reliability, or non-infringement of third-party rights.

12. Privacy, Data Collection, and GDPR Compliance

12.1 The Company collects and processes Personal Data submitted via Requests or other Website forms solely for the purposes of providing Quotes, processing accepted orders, and delivering Services.

12.2 The Company processes Personal Data in accordance with applicable data protection laws, including the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and national legislation. The legal bases for processing may include:

- (a) the necessity of processing for the performance of a contract with the User;
- (b) compliance with a legal obligation;
- (c) legitimate interests pursued by the Company, such as improving Services, ensuring security, and preventing fraud; and
- (d) explicit consent provided by the User where required.

12.3 Users have the right to access, rectify, erase, restrict, or object to the processing of their Personal Data, and to data portability, by contacting the Company at Info@mvmupartsexpert.com.

12.4 By using the Website or submitting Personal Data, Users acknowledge that they have read, understood, and consent to the collection, processing, and storage of their Personal Data in accordance with these Terms and the Company’s Privacy Policy.

12.5 Personal Data is collected and processed solely for the purposes of:

- (a) providing and facilitating the Services, including processing Requests, generating Quotes, coordinating with Suppliers, and arranging delivery of Parts;
- (b) communicating with Users regarding their Requests, Quotes, and any issues or updates related to the Services;
- (c) fulfilling legal, tax, accounting, and regulatory obligations;
- (d) maintaining the security, integrity, and proper functioning of the Website and Services; and
- (e) any other purpose explicitly stated at the time of data collection or as reasonably necessary for the performance of the Services.

12.6 The Company may share Personal Data with:

- (a) Suppliers for the purpose of providing Quotes, arranging delivery, and facilitating the Services;
- (b) service providers engaged to perform functions on behalf of the Company, including IT, logistics, and payment processing; and
- (c) regulatory or governmental authorities when required by law.

The Company ensures that any third-party recipients process Personal Data only for the purposes permitted under this section and comply with applicable data protection requirements.

12.7 The Company retains Personal Data only for as long as necessary to fulfil the purposes

outlined in this section, to comply with legal or regulatory obligations, or to resolve disputes. Once the retention period expires, Personal Data is securely deleted, anonymized, or otherwise rendered inaccessible.

12.8 The Website may use cookies or other tracking technologies to enhance the User experience, analyse website performance, and gather statistical information. Users may control cookie settings through their browser; however, disabling certain cookies may limit access to or functionality of the Website and Services.

13. User Obligations

13.1 Users agree to provide accurate and complete information when submitting Requests and any other information that will or not include any of their Personal Data.

13.2 Users agree not to or be engaged in unlawful activities, infringe the rights of the Company or third parties, or interfere with the normal functioning of the Website or otherwise exploit the company or the company's name for any unlawful wrongdoing or impersonate the Company to other Users.

13.3 Users must be at least 18 years old or otherwise legally authorized to enter into binding agreements with the Company and subsequently request Request forms, accept Quotes and proceed with payments with any of the available Payment Methods.

13.4 Users acknowledge and agree that all risks related to the selection, use, installation, and operation of the Parts rest solely with them. Users are responsible for ensuring that the Parts meet their specific requirements, are compatible with their equipment, and are installed and maintained according to Supplier instructions.

14. Intellectual Property Rights

All content on the Website, including but not limited to text, images, logos, trademarks, and software, is the property of MVM PARTS EXPERT LTD. Users are prohibited from copying, reproducing, distributing, or creating derivative works without the prior written consent of the Company, except as strictly necessary for submitting a Request or evaluating a Quote.

15. Limitation of Liability

15.1 To the fullest extent permitted by applicable law, the Company shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or in connection with the use of the Website, the Services, or the purchase, use, or inability to use the Parts. This includes, without limitation, loss of profits, loss of revenue, loss of data, business interruption, or any other financial or commercial loss, whether based on contract, tort, negligence, strict liability, or otherwise.

15.2 Users agree not to hold the Company's directors, officers, employees, or agents personally liable for any claims relating to the Services.

16. Governing Law and Jurisdiction

16.1 These Terms shall be governed by and construed in accordance with the laws of the Republic of Cyprus.

16.2 Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Cyprus, after the Parties first attempt to resolve the matter through good-faith negotiations for at least thirty (30) days.

17. Modifications to Terms

The Company reserves the right to modify, amend, or update these Terms at any time without prior notice. Users are encouraged to review these Terms periodically. Continued use of the website following any modifications constitutes acceptance of the revised Terms of Use

18. Termination of Access

18.1 The Company reserves the right, at its sole discretion, to suspend, restrict, or terminate a User's access to the Website or any part of the Services, immediately and without prior notice, if the User breaches these Terms, engages in fraudulent, unlawful, or abusive conduct, or otherwise acts in a manner that may harm the Company, its reputation, Suppliers, or other Users.

18.2 Upon termination or suspension of access, all rights, licenses, and permissions granted to the User under these Terms shall immediately cease. Users must immediately stop all use of the Website and Services. The Company shall not be liable for any loss, damage, or inconvenience arising from such termination or suspension.

18.3 Termination of access shall not affect any obligations, liabilities, or rights of the User or the Company that have accrued prior to termination, including obligations relating to payment, confidentiality, intellectual property, or limitation of liability.

19. Miscellaneous

19.1 If any provision of these Terms is found to be invalid, illegal, or unenforceable under applicable law, such provision shall be severed from these Terms, and the remaining provisions shall continue in full force and effect.

19.2 These Terms constitute the entire agreement between the User and the Company regarding the use of the Website and Services and supersede all prior agreements, representations, or understandings, whether written or oral, relating to the subject matter herein, except as otherwise stated in the Quote form provided by the Company to the User.

19.3 No person or entity other than the User and the Company and their authorized representatives shall have any rights under or in connection with these Terms. These Terms do not create any partnership, agency, joint venture, or employment relationship between the User and the Company, nor confer any rights or remedies upon any third party.

19.4 Failure or delay by the Company to enforce any provision of these Terms shall not be construed as a waiver of its rights or remedies in respect of that or any other provision.

19.5 The headings used in these Terms are for convenience only and shall not affect the interpretation of the Terms.

20. Contact Information

For any inquiries, questions, or notices relating to these Terms, the Services, Requests, Quotes, or any issues arising from the use of the Website, Users may contact the Company using the information provided below:

MVM PARTS EXPERT LTD

Company Registration Number: HE 481783

Registered Address: 12 Chatzimichali Street, Kato Polemidia, 4151 Limassol, Cyprus

Email: Info@mvmpartsexpert.com

All communications sent to the Company via the above email or registered address shall be deemed received upon actual delivery. Users are encouraged to retain copies of all correspondence with the Company for their records.