

# **DISCLAIMER**

## 1. SCOPE

The Website ("Website") is the property of SMULDERS GROUP NV and is made available by the company SMULDERS GROUP NV with its registered office in Arendonk.

#### **Contact details**

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The present Website Terms of Use (hereinafter the "Terms of Use"), together with the terms expressly referred to (such as the "Privacy Policy" and the "Cookie Policy"), provide you with information about SMULDERS GROUP NV and about the manner and conditions under which you (hereinafter "the User") may use the Website.

By accessing and using this Website, the User confirms having read and understood the Terms of Use below. Access to and use of the Website implies a general acceptance of each condition contained in the Terms of Use below as well as of all the conditions contained and/or referred to therein and/or the additional conditions mentioned elsewhere on the Website. If the User does not agree to these, the User should not make any further use of the Website.

### 2. USE OF THE WEBSITE

The User expressly agrees not to use viruses, malware or other harmful automatic and other systems to access the Website or to reproduce or in any way affect parts of the Website.

Nor will the User test the vulnerability of the Website or any networks connected to the Website, nor will the User take any action that results in a disproportionate amount of content on the Website or any networks to create, for example, a "Denial of Service". In general, the User shall not manipulate the Website in any way

You further accept that:

- you will not interrupt or attempt to interrupt the operation of the Website in any way;
- you will not attempt to access and/or use password-protected and/or other secure areas of the Website without your consent;
- access to and use of password-protected and/or other secure areas of the Website is restricted to users who have been authorised to do so;
- you are responsible for maintaining the confidentiality of your password and login and for any
  action that will be performed through your login and password. You agree to inform SMULDERS
  GROUP NV immediately if you find that your login or password is being used in an unauthorised
  manner or that there has been a breach of confidentiality. You must ensure that you effectively log
  out after each session.

### 3. INTELLECTUAL PROPERTY RIGHTS

The use of the Website does not grant the User any intellectual property right. The content of the Website and the information made available belong to the exclusive intellectual property of SMULDERS GROUP NV. The information that can be consulted on the Website, the design, texts, drawings, photos, data, logos, brands and other elements that are displayed are protected by trademark law and/or copyright and/or other applicable regulations and may not be reproduced in any form and by any means whatsoever. Any infringement will give rise to legal action.



You have the right to view, copy and download the information on the Website provided that:

- you do not make any changes and/or additions to the information you have copied;
- you only use the information for personal and non-commercial purposes;
- you will not copy or distribute the information on any computer network or other media;
- you include the copyright references and all other notices regarding ownership on all reproductions and/or copies: "Copyright©Smulders Group nv. All rights reserved".

Thus, without our prior written consent, it is prohibited, among other things, from:

- copy, duplicate, reproduce, sell or exploit any part of the Website, use of the Website or access to the Website; and
- modify (part of) the Website or incorporate it into any other work (such as a paper document, weblog or someone else's website).

#### 4. LIABILITY

We take great care with our Website. The Website is provided for informational purposes only. Despite these efforts, we cannot guarantee that the content of the Website will be accurate, up-to-date and complete, that the Website will operate uninterruptedly and/or will be free of errors. References to products or services on the Website do not constitute an offer for the sale or supply of that product or service.

To the extent permitted by law, SMULDERS GROUP NV including its affiliated companies, officers and employees, hereby excludes any liability for any damage whatsoever, direct and/or indirect, in any way arising from and/or resulting from the use of the Website or any other site linked to the Website, including - but not limited to - any damage whatsoever, arising in any way from and/or resulting from:

- actions taken by you that would have been prompted by the information posted on the Website:
- the inability to use the Website; and
- the fact that certain information on the Website is incorrect, incomplete or not up to date.

#### 5. VARIA

SMULDERS GROUP NV reserves the right, without prior notice, to make changes and corrections to this Website and/or to these Terms of Use at any time.

# 6. APPLICABLE LAW

Your access to, visit or use of the Website and these Terms of Use are governed by Belgian law. In case of a dispute, only the courts of the registered office of SMULDERS GROUP NV have jurisdiction.