



## **WEBSITE TERMS OF USE**

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### **Applicability**

These terms and conditions of use for the De Vlamboog website (hereinafter the "Terms of Use") apply to visits to and use of the websites of De Vlamboog International B.V. and its group companies (hereinafter collectively "De Vlamboog" and the websites collectively the "Website") as well as to the information made available to you on or via this Website in any form whatsoever (hereinafter: the "Information"). Visiting the Website automatically means that the visitor (hereinafter also referred to as "you") agrees to these Terms of Use. De Vlamboog may change these Terms of Use at any time and without further notice. Such modified Terms of Use take effect from the time they are placed on the Website. De Vlamboog will always make an effort to place the latest version of the Terms of Use on this web page so that you can always consult these Terms of Use here.

### **Content**

De Vlamboog does not guarantee that the Website will function without errors or interruptions. Part of all of the Information may be incomplete and/or incorrect and/or obsolete. De Vlamboog is not liable for the use or content of external Internet pages that are not maintained by De Vlamboog, which are referred to on the Website, or which refer to the Website. Our cookie and privacy policies do not apply to your personal data that are collected and processed on or via these external websites.

### **Use**

The Information is exclusively intended for general information purposes and is not intended as a recommendation, design, structural calculation, estimate or other warranty or representation for the visitor. De Vlamboog does not warrant and accepts no responsibility for the accuracy and/or completeness of the Information (including information on the De Vlamboog products) or that the Information is suitable for the purpose for which it is consulted by you or otherwise. Customers and third parties must have a professional adviser inform them about (the suitability of) the De Vlamboog products for all desired applications and about applicable laws and regulations.

The most recent version of the delivery program and the Material Properties Datasheet can be found at [\*\*]. Only the information in the most recent and valid Material Properties Datasheet should be used to select and provide advice regarding De Vlamboog products. De Vlamboog reserves the right to change (the specifications for) its products without prior notice.

You are entitled to use the Information, such as documents, photographs, drawings, illustrations and other content subject to the following conditions: Visitors may consult the Website and the Information and make copies of the Information for their own use, for example by printing or storing the Information. Each and every use of the Information is permitted exclusively in relation to the sale and/or purchase of De Vlamboog products. The Information may not be modified or changed in any way whatsoever. Illustrations on the Website may not be used without the accompanying text. In addition, the Information may not be used in any way that is in breach of De Vlamboog's intellectual property rights or in breach of the Terms of Use. You are explicitly responsible for always using the most recent Information from the Website. Thus, if you use the Information, you must regularly check to ensure that the Information used still corresponds to the

latest information on the Website. Any other use of the Website and/or of the Information, including distribution, reproduction, modification, publication, storage in an automated data file or the dispatch of such a file without De Vlamboog's prior written consent is explicitly prohibited.

Your use of the Website is entirely at your own risk. You are responsible for everything you send to or from the Website.

De Vlamboog is entitled to change or terminate the availability of the Website and/or the Information and services offered on the Websites for any reason whatsoever, or to limit access to this Information or these services. De Vlamboog is not liable for the consequences of any changes in the Information.

### **Liability**

De Vlamboog is not liable (neither contractual nor non-contractual) for any damage arising from or related to the use of (or the inability to use) the Website, including damage resulting from viruses or the inaccuracy and/or incompleteness of the Information. Nor is De Vlamboog liable (neither contractual nor non-contractual) for damage arising from or related to the use of electronic means of communication with this Website, including but not limited to damage resulting from failures to deliver or delays in the delivery of electronic messages, the interception or manipulation of electronic messages by third parties or by software/hardware used for electronic communication and the transmission of viruses..

### **Intellectual property**

All copyrights and other intellectual property rights and other rights regarding the content of the Website (including logos, trademarks, service marks, software, databases, audio, video, text and photographs) are owned by De Vlamboog and/or its licensors.

® De Vlamboog, Weldsafe, Wearsafe, Optimus, Progress, Samson, Victory, Flair, MultiVision and MultiC'Air are registered trademarks of De Vlamboog.

### **Unsolicited ideas that are submitted**

In the event that you place ideas and/or materials, including but not limited to text, video, audio, software or information (the "Materials") on this Website or send these to De Vlamboog by e-mail or otherwise without such information having been solicited, De Vlamboog is entitled to use, copy and/or commercially exploit these Materials, all this in the broadest sense, without having to pay any compensation and De Vlamboog will not be required to maintain the confidential nature of the Materials concerned.

### **General conditions**

All oral and written statements, offers, quotations, sales, supplies, deliveries and/or agreements and all related work of De Vlamboog are governed by the De Vlamboog General Terms and Conditions of Sale or Purchase as the case may be filed with the Chamber of Commerce and Industry of Amsterdam under number 34035362, which can be found on and downloaded from the website [www.devlamboog.nl](http://www.devlamboog.nl).

### **Cookie and privacy policy**

De Vlamboog may collect and analyse information on the use of the Website by means of a cookie (a cookie is a small text file that our web server places on your hard disk; thus, a cookie is related to a computer and not a person). You can permit or prevent the use of cookies by changing the settings of your browser. In the event that you do not allow cookies, you may not be able to use all the features of the Website. The domain name of the site server where the cookies are stored is De Vlamboog.com. The cookies are valid for one day. Storage and forwarding of your data via the Internet are secured using current, customary techniques. You are entitled to access your personal data collected by means of cookies and to rectification and/or removal of these data by sending an e-mail to [legal@devlamboog.nl](mailto:legal@devlamboog.nl).

De Vlamboog respects the privacy of all visitors to its Website and ensures that the confidential nature of the personal information you provide will be maintained. In addition, De Vlamboog will not make your personal data available to third parties, unless it is required to do so by virtue of mandatory rules, a binding decision from a government agency or an order to do so by a competent court. De Vlamboog may use your personal data for the following purposes:

- Responses regarding the use of the Website. These responses which De Vlamboog gets from visitors will help De Vlamboog to further develop and improve the Website.
- If you respond to a marketing campaign or competition, De Vlamboog will ask for your name, address and e-mail address. De Vlamboog will use these data to conduct the marketing campaign, announce the prize winner(s) and measure the response to the marketing campaigns.
- In some cases, De Vlamboog may use your personal data to inform you of website improvements, special offers and campaigns. If you do not want to receive this information and/or want to change your personal data, please send an e-mail to [legal@devlamboog.nl](mailto:legal@devlamboog.nl), specifying "Remove personal data" as the subject.

### **Indemnification**

You indemnify De Vlamboog, its employees, representatives, licensees and trade partners against all damages and costs, including the costs for legal assistance, accountants and other external advisers, suffered or incurred by De Vlamboog regarding third-party claims to the effect that your use of the Website is in breach of any statutory rule or infringes (intellectual) (property) rights of third parties or is otherwise unlawful towards a third party.

### **Invalidity**

In the event that part of these Terms of Use are or become invalid, De Vlamboog and you will continue to be bound by the remaining parts. De Vlamboog will replace the invalid part by clauses that are valid and whose legal consequences, in view of the content and purpose of these Terms of Use, correspond as much as possible to the invalidated part.

### **Applicable law and competent court**

These Terms of Use are governed exclusively by Dutch law. Any claim or dispute related to the use of the Website and/or the content of these Terms of Use, including disputes regarding the existence and validity of these Terms of Use, will be submitted exclusively to the competent court in Amsterdam, the Netherlands.

### **Questions**

Should you have any questions or comments regarding the above, please do not hesitate to contact De Vlamboog by e-mail: [legal@devlamboog.nl](mailto:legal@devlamboog.nl).

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