

## TenCate™ Website Terms, Disclaimer and Conditions of Use

The following disclaimer and conditions of use apply to the entire TenCate website.

1. In this disclaimer the following terms shall have the following meanings:
  - The TenCate website: each webpage in which the editor includes a hyperlink to this disclaimer, with the intention of having this disclaimer apply to it;
  - TenCate: Royal TenCate nv, Almelo or (one of) its operating companies.
  - Use/s: including downloading, logging in, requesting, consulting, reading, looking at, listening to, processing, completing (forms), sending, (temporarily) copying, saving, forwarding, distributing, making use of services, performing legal acts (e.g. buying or renting);
  - user: the natural or legal persons, who may or may not be represented, who use the webpage;
  - the contents: including texts, images, hyperlinks, sound and/or video fragments and/or other objects;
  - loss: direct or indirect loss of whatever nature, including lost data and items, loss of sales, profit or other economic loss.
2. By using the TenCate website you acknowledge having taken cognizance of this disclaimer and agree to the terms thereof.
3. TenCate endeavours to regularly bring up to date and/or supplement the contents of the webpage. Despite this care and attention, it is possible that the contents may be incomplete and/or incorrect.
4. TenCate presents the contents of the webpage in their actual state without guarantee or safeguard in respect of their reliability, suitability for a particular purpose or otherwise.
5. TenCate is not liable for any harm that is caused or that threatens to be caused and that arises from or has in any respect a connection with the use of the webpage or with inability to consult the webpage.
6. TenCate may alter or discontinue the webpage or have this altered or discontinued at its own discretion and at any moment that it chooses, with or without prior notification. TenCate is not liable for the consequences of any such alteration or discontinuation.
7. TenCate is not responsible or liable for the contents of any files of third parties that appear to be linked to the webpage. Linking does not imply authentication of such files.
8. Unauthorized or improper use of the TenCate website or the contents thereof may constitute an infringement of intellectual property law, regulations with respect to privacy, publication and /or communication in the widest sense of the

word. You are responsible for everything which you send from the TenCate website.

9. TenCate retains the right to deny you permission to use the webpage and/or to make use of certain services that are provided on the webpage. In addition to this, the editor may monitor access to the TenCate website.

### **Notification with regard to copyright**

The copyright on the contents of the website and all the documents that are offered for downloading belong to Royal Ten Cate nv. All rights are retained. The information on the TenCate website, including text, presentations, figures and images may not be reproduced, distributed or stored without the prior written permission of TenCate, unless the contrary is stated. Making alterations to the contents of the TenCate website is expressly forbidden.

### **Logos and brands**

Unless otherwise stated, all the brands and logos depicted on the TenCate website are the registered and non-registered brand names of TenCate (or its operating companies).

### **Viruses etc.**

TenCate does its utmost to keep the website free of viruses. It is your responsibility to take precautionary measures and to ensure that everything you select for use is free of things such as viruses, 'worms', 'Trojan horses' and other items of a destructive nature. The information on the TenCate website may be changed at any time without prior notification or obligation.

### **Amendment to the Conditions of Use**

TenCate may amend these conditions of use at any time by adapting this notification. You are bound by these amendments and should therefore visit this page regularly in order to read the conditions of use then in force by which you are bound.

If a competent court considers a clause in these conditions of use not legally valid or non-practicable, the invalid clauses in the conditions of use are considered to have been removed from the conditions of use and the remaining clauses of the conditions of use remain in full force.