

## DISCLAIMER AND TERMS AND CONDITIONS OF USE

These terms and conditions of use apply to the website [www.equitone.com] (the **Website**). The Website is designed and is managed by Euro Panels Overseas NV (**EPO**) having its registered address at Bormstraat 24, Willebroek B-2830, Belgium. By using the Website the user accepts these terms and conditions of use and undertakes to respect them. The user also accepts that EPO is able to update or replace these terms and conditions at any time. By accessing and using the Website, the user agrees in advance that each use will be subject to the then applicable terms and conditions of use. If the user does not accept these terms and conditions the user must immediately stop using the Website.

### 1. COPYRIGHTS AND INDUSTRIAL AND COMMERCIAL RIGHTS OF OWNERSHIP

The Website comprises both work that is copyright protected and a database in which EPO owns the copyrights and the production rights. The texts, layouts, drawings, photographs, films, logos and anything else shown on the Website are protected by copyright or an industrial right of ownership.

Making copies, updating, changing, translating, editing, publishing, leasing and using part or all of the Website in any other way, regardless of format and resources, electronic, mechanical or otherwise, is strictly prohibited without EPO's prior written consent. Any infringement of either a copyright or an industrial and commercial right of ownership may give rise to the institution of civil law and/or criminal law proceedings.

### 2. BRANDS AND TRADE NAMES

The names, logos and other signs used on the Website, including the EQUITONE logo, are brands and/or trade names that are protected by law. Any use thereof or of similar signs is strictly prohibited without EPO's prior written consent.

### 3. LINKS TO THE WEBSITE

If a user wishes to add a link to the Website, the user must submit a prior written request to EPO to obtain approval before doing so.

### 4. CORRECTNESS OF DATA

All images, descriptive matter, specifications and advertising of the products on the Website are for illustrative purposes only. Although EPO has made every effort to display the colours and models accurately, EPO cannot guarantee that the user's computer display of the colours and models accurately reflects] the available colours and models. The information on the Website is based on the last known data at the time the Website was launched. Although EPO aims to update the Website regularly, EPO is under no obligation to do so and any of the material on the Website may be out of date at any given time. EPO waives all liability for any errors. EPO also reserves the right to implement price changes at any time as well as to change the production and composition of its products and applications and/or product range. Nothing on the Website should be construed as an offer to sell products. Before the user places an order (offer to buy) the user must contact the EPO dealer directly to obtain the correct information relating to prices, product range, products, product specifications, terms of delivery, general terms and conditions of sale and areas of application of the product warranties.

### 5. LIABILITY

EPO and its information suppliers do not guarantee that the Website is secure or free from bugs and viruses. The user is responsible for configuring their information technology, computer programmes and platform in order to access and use the Website. Users should use their own virus protection software. While EPO has used reasonable efforts to ensure that the Website is free from viruses, worms or other malicious or disruptive code or devices, EPO and any of its group companies and the officers, employees and shareholders or agents of any of them/its information suppliers are not liable to the user or any third party for any loss or damage (including any loss, disruption or damage to data or computer systems) caused by a virus in any form or programme or application that is incompatible with the user's infrastructure, or damage arising from possible defects, interruptions or errors, maintenance, technical problems, interruptions in the telephone network or the connected networks of services, overload, negligence or error caused by a third party of the user, as well as any event beyond EPO's control.

The Website is provided on an "as is" and "as available" basis without any conditions, warranties, or other terms of any kind. Accordingly, to the maximum extent permitted by law, EPO provides you with the Website on the basis that it excludes all representations, warranties, conditions and other terms (including without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these terms and conditions, might have effect in relation to the Website.

The user expressly acknowledges that the use of the Website is at its own risk. EPO and any of its group companies and the officers, employees and shareholders or agents of any of them/its information suppliers are not liable to the user or any third party for any loss or injury or any direct, indirect, incidental, consequential, punitive or similar damage (including but not restricted to, income or revenue, operating losses, loss of profits or contracts, commercial opportunities, anticipated savings, data, goodwill, tangible property or wasted management or office time, and whether in tort (including without limitation due to negligence), contract or otherwise) arising in connection with the use of the Website by the user or a third party, or arising out of any action taken in response to, or as a result of, any information available on EPO's services by the user or a third party, or the interruption or discontinuation of this service.

The user also expressly acknowledges that EPO has the right to suspend the availability of the Website at any moment for maintenance or updates.

## 6. HYPERLINKS

These terms and conditions of use only apply to the Website. EPO is not responsible for the content, the correctness or endorses/justification for including the information on other websites, including websites that are accessible via hyperlinks specified on these websites. Linking to such websites is done at the user's own risk. The websites specified through hyperlinks on the Website are developed and maintained by people over whom EPO has no control. These hyperlinks are solely provided for information purposes only and do not imply any guarantee whatsoever on the part of EPO regarding the quality or suitability of the products or services offered on the websites linked to these hyperlinks. It is up to the user to evaluate the accuracy, completeness and use of the provided beliefs, advice, services or other forms of information. EPO is in no circumstances liable for any damage or consequential loss whether, direct or indirect, special or incidental, arising from the use of the information.

## 7. DATA PROTECTION

### 7.1. Personal details

EPO respects the privacy of all visitors to the Website.

In the context, EPO does not collect personal data of the user, unless it is provided voluntarily when filling out and sending an order or sending an e-mail. The user gives EPO his/her consent to store his/her personal details in a file belonging to EPO with a view to automated customer management and a market survey. The provided data may be shared with companies contractually associated with EPO. Users have the right to view and possibly correct any personal data relating to them. Users also have the right to object to the processing of their personal data for direct marketing purposes free of charge. Users may send a request to view, correct and/or send an objection to the use of their personal data to the EPO Marketing Department at the following address: Bormstraat 24, Willebroek B-2830, Belgium.

### 7.2. Automatically collected non-personal identification information

EPO respects the privacy of all visitors to the Website.

In some cases EPO will collect non-personal data, such as which version of a browser or a computer operating system the user uses or the domain name of the website that directed the user to the Website, more specifically, through the use of cookies.

## 8. PROPER USE OF THE WEBSITE

The user must not use the Website in a way that causes damage to third parties or EPO, including by adding incorrect or offensive information or knowingly introducing malicious or technologically harmful material. The user must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. The user must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. The user must not use the Website in a manner that breaks any current law or puts EPO at risk of breaking any current law.

## 9. INDEMNITY

The user expressly agrees to indemnify EPO and hold EPO and its employees, agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against EPO arising out of any breach by the user of these terms and conditions or other liabilities arising out of the user's use of the Website or out of any third party's use of the user's equipment to access the Website.

## 10. APPLICABLE LAW AND COMPETENT COURTS

Belgian law is applicable to the Website and these terms and conditions of use and the place of performance of the agreement is agreed to be Belgium. In the case of a dispute, the courts of Brussels have exclusive jurisdiction.

## 11. GENERAL

No failure or delay by EPO in exercising any of its rights under these terms and conditions must be deemed to be a waiver of that right and no waiver by EPO of any breach by the user must be considered as a waiver of any subsequent breach of the same or any other provision.

In the event that any provision in these terms and conditions is deemed to be unenforceable or invalid, such provision must be severed and the remaining provisions will be enforceable.

The provisions on intellectual property, liability and jurisdiction remain in force if these terms and conditions expire or are terminated for any reason.

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