

1. Definitions

- 1.1. Terms which are capitalized in these terms of use ("**Terms of Use**") have the following meaning:
- (a) **Content** means all information, data, recommendations or services provided to Customer on or through the Website;
 - (b) **Customer** means each person or entity that accesses or uses the Website;
 - (c) **Customer Data** means all information and data submitted by Customer to the Website;
 - (d) **ERIKS** means the ERIKS entity that provides the Website in the country of residence of Customer, as indicated on the Website;
 - (e) **Intellectual Property Rights** means all intellectual property rights, including copyrights, patents, utility models, trademarks, service marks, design rights, database rights, proprietary information rights, know-how and all other intellectual or industrial proprietary rights as may or may hereinafter exist anywhere in the world;
 - (f) **Website** means eriks.com, and any other website or domain that is made available by ERIKS to Customer.
 - (g) **Webtools** means the selectors, configurators, calculators and similar applications on the Website.

2. General

- 2.1. The Website and Content are property of and managed by ERIKS or its licensors. These Terms of Use apply to Customer's access to and use of the Website and the Content. If Customer enters into any agreement or other legal relationships with ERIKS connected with the sale of goods or services by ERIKS, the latest version of the [Terms and Conditions of Delivery](#) shall apply in addition.
- 2.2. ERIKS reserves the right to change these Terms of Use at any time. Such amended Terms of Use shall be effective upon publication on the Website but shall not have retro-active effect. ERIKS encourages Customer to frequently review the Terms of Use to ensure Customer awareness of all the terms governing the Website and the Content. If Customer does not agree to the revised Terms of Use, Customer should stop accessing or using the Website. Customer's continued use of the Website will confirm its acceptance of the revised Terms of Use.
- 2.3. ERIKS' [Cookie Policy](#) and [Privacy Statement](#) apply to the collection and processing of Customer's personal data in the context of its use of the Website. The Website may provide links to external internet sites. ERIKS shall not be liable for the use or the content of internet sites that link to the Website or which are linked from it. ERIKS' [Cookie Policy](#) and [Privacy Statement](#) do not apply to any collection and processing of Customer's personal data on or through such third party external sites.

3. Registration and Account

- 3.1. Customer needs an account to access and use certain areas or features of the Website. The account shall be created by ERIKS or, if this functionality is available, by Customer directly. If Customer creates an account, it shall not use an account name that incorporates a trademark without authorization from the trademark owner, and ERIKS reserves the right to reclaim account names on behalf of any business or individual that holds legal claim, including trademark rights, in those names.
- 3.2. Customer shall provide accurate, current and complete account information, maintain and promptly update from time to time as necessary Customer account information and maintain the security of Customer account credentials. Customer shall maintain the confidentiality of the password(s) associated with its account.
- 3.3. Customer will be solely responsible for any users who are granted access by Customer to the Website or who use the Website under the responsibility of Customer and for all activities that occur under its account. Without limitation, this entails that Customer is responsible for such users' compliance with these Terms of Use, and their correct use, security and confidentiality of any passwords, login codes and other credentials or instructions.
- 3.4. Customer agrees to notify ERIKS immediately if it becomes aware or suspects any unauthorized access or use of its password(s) or account. ERIKS may suspend Customer's account or profile without prior notice if it becomes aware of or suspect any unauthorized use.

4. Content and Communication

- 4.1. The Content is for general information purposes only and does not constitute advice. ERIKS shall not be liable for any damages resulting from the access to or use of (or inability to use) the Website or the Content, including damages caused by malware, viruses or any incorrectness or incompleteness of the Content or the Website, unless such damage is the result of any wilful misconduct or from gross negligence on the part of ERIKS.
- 4.2. ERIKS shall further not be liable for damages resulting from the use of (or the inability to use) electronic means of communication with the Website, including – but not limited to – damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.
- 4.3. The Webtools are for general information purposes only. Content that is used or provided in connection with the Webtools does not constitute advice and does not focus on the specific circumstances or the intended use of the Customer. Customer is responsible for verifying the correctness of the Content that is used or provided in connection with the Webtools. ERIKS shall not be responsible for any damages

resulting from the use of the Webtools or the Content that is used or provided in connection with the Webtools, unless such damage is the result of any willful misconduct or from gross negligence on the part of ERIKS.

5. Customer Data

- 5.1. Customer is responsible for the legality, reliability, integrity, accuracy and quality of the Customer Data and the means by which Customer acquired Customer Data.
- 5.2. Customer grants ERIKS, its affiliates and its relevant subcontractors a worldwide non-exclusive, sub-licensable license to host, copy, transmit and display Customer Data for the purpose of providing the Website or related services, or for ERIKS' business purposes. Customer shall indemnify and hold ERIKS harmless from any third-party claims, penalties and associated costs and expenses, based on, caused by, or related to ERIKS' use of such Customer Data in accordance with these Terms of Use and applicable law.

6. Use of the Website

- 6.1. The access to and use of the Website are subject to the usage restrictions specified in the Terms of Use or otherwise published by ERIKS. Customer will not violate any law, contract, Intellectual Property Rights or other third party right while accessing or using the Website or Content. Without limitation to the above, Customer will not:
 - (a) engage in any harassing, threatening, intimidating, predatory or stalking conduct;
 - (b) gain or attempt to gain unauthorized access to any (computer) system, server, network or hardware of ERIKS, other users or any other third party;
 - (c) use the Website in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully accessing and using the Website, or that could damage, disable, overburden or impair the functioning of the Website in any manner;
 - (d) use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorized by ERIKS to access the Website, extract data or otherwise interfere with or modify the rendering of the Website pages or functionality;
 - (e) use the Website for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms of Use; or
 - (f) collect or store personal information from other users other than the information collected during the normal course of using the Website or Content.
- 6.2. If Customer does not comply with the Terms of Use or any reasonable instructions from ERIKS with respect to Customer's use of the Website, ERIKS can, at its sole discretion and without any compensation, deny Customer any further access to the Website.

- 6.3. Customer is responsible and liable for any users who are granted access by Customer to the Website or Content or who use the Website or Content under the responsibility of Customer. Without limitation, this entails that Customer is responsible for such users' compliance with the Terms of Use, and their correct use, security and confidentiality of any passwords, login codes and other credentials or instructions. Customer shall notify ERIKS promptly if Customer discovers or otherwise suspects such unauthorized access or use, or any security breaches related to the Website or Customer's account.

7. Intellectual Property

- 7.1. All Intellectual Property Rights in or related to the Website or the Content remain vested in ERIKS or its licensors.
- 7.2. ERIKS grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Website or the Content for Customer's internal business purposes and in accordance with these Terms of Use. Except as expressly permitted by ERIKS in writing, Customer will not reproduce, store, redistribute, sell, create derivative works from, decompile, reverse engineer or disassemble the Website or Content (except in cases where Customer has the right to do so under the applicable mandatory law), create links, hypertext links or deeplinks between the Website and any other internet site, nor will Customer take any measures to interfere with or damage the Website or Content.
- 7.3. Unless explicitly stated by ERIKS, nothing in these Terms of Use shall be construed as conferring any right or license to any patent, trademark, copyright or other proprietary rights of ERIKS or any third party. The licenses granted herein may be revoked by ERIKS at any time.

8. Liability and warranties

- 8.1. Customer accepts the Website "as is" with any faults or failings and without any representation, warranty or guarantee whatsoever, express or implied, including without limitation any implied warranty of accuracy, completeness, quality, merchantability, fitness for a particular purpose or non-infringement. Customer acknowledges and accepts that the Website is intended to facilitate access to information but not to provide a verified source of business information.
- 8.2. The Content is for general information purposes only and does not constitute advice. ERIKS does not guarantee that the Website is free of errors, defects, malware and viruses or that the Content is complete, correct, up to date and accurate.
- 8.3. ERIKS shall use commercially reasonable effort to ensure that the Website is available 24/7. However, ERIKS may interrupt access, notably for reasons of maintenance and upgrading, or for any other reasons, specifically technical reasons. ERIKS does not guarantee uninterrupted access and is in no way responsible for interrupted access to the Website and any resulting effects on a Customer or any third party.

9. Applicable Law and Jurisdiction

- 9.1. These Terms of Use will be governed exclusively by Dutch law. The parties irrevocably consent to the exclusive jurisdiction of the competent court in Noord-Holland in connection with any dispute or action arising out of or in connection with these Terms of Use, the overall relationship between the parties (if any), as well as any tort claims related to the Terms of Use.

10. Additional Terms

- 10.1. If any provision of the Terms of Use is held to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced.
- 10.2. ERIKS may assign its rights and obligations under these Terms of Use. These Terms of Use will inure to the benefit of ERIKS's successors and assigns.
- 10.3. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of the Terms of Use, or to exercise any right under the Terms of Use, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.