

Terms and conditions of use

This website (ertbv.com) and its contents are property of and managed by Elastomer Research Testing B.V., Teugseweg 27, 7418 AM Deventer, the Netherlands.

Applicability

These terms and conditions of use (**Terms of Use**) apply to your visit to and your use of this Website, as well as to all information, recommendations and/or services provided to you on or through this website (**Information**).

By accessing or using this website, you agree to the applicability of our Terms and Conditions. ERT notes that these Terms and Conditions may be changed over time. Users of the website are advised to regularly read the Terms and Conditions for possible changes.

These Terms and Conditions were last changed on 12 January 2018.

Information and Liability

The Information is for general information purposes only and does not constitute advice. ERT will reasonably keep the Information on this Website and its contents correct and up to date but does not guarantee that the Website and/or the Information is free of errors, defects, malware and viruses or that the Website and/or Information is correct, up to date and accurate.

ERT shall not be liable for any damages resulting from the use of (or inability to use) the Website, including damages caused by malware, viruses or any incorrectness or incompleteness of the Information or the Website, unless such damage is the result of any wilful misconduct or from gross negligence on the part of ERT.

ERT shall further not be liable for damages resulting from the use of (or the inability to use) electronic means of communication with this 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.

Linked Sites

This website may provide links to external third party internet sites. ERT shall not be liable for the use or the content of internet sites that link to this site or which are linked from it. Our <u>Cookie Policy</u> and <u>Privacy</u> <u>Statement</u> does not apply to any collection and processing of your personal data on or through such third party external sites.

Privacy and Cookie Notice

ERT collects and processes the personal data of the visitors of the Website according to the <u>Cookie Policy</u> and <u>Privacy Statement</u>.



Terms and conditions of use

Intellectual Property

Unless otherwise indicated, all rights to this website and the Information, including copyrights and other intellectual property rights, are owned by ERT.

Users are permitted to read the Website and the Information and make copies for their own personal use, for example by printing or storing it. All other use of the Website or the Information, for example the storage or reproduction of (a part of) the website of ERT in any external internet site or the creation of links, hypertext links or deeplinks between de Website of ERT and any other internet site, is prohibited without the express written consent of ERT.

Unsolicited Ideas

In the event you post unsolicited ideas and/or materials whether consisting of texts, images, sounds, software, information or otherwise [Materials] on this Website or send these to ERT by e-mail or otherwise, ERT shall be entitled to use, copy and/or commercially exploit such Materials to the fullest extent and free of charge and ERT shall not be bound by any confidentiality obligation in respect of such Materials.

You hereby indemnify and hold ERT harmless from and against all actions, claims and liabilities, suffered, incurred or sustained by ERT as a result of the use and/or exploitation of the Materials infringing the (intellectual property) rights of any third party or otherwise being unlawful towards a third party.

Severability

If these Terms of Use are or become partially void, the parties will continue to be bound by the remainder of the same. The parties shall replace the void part by provisions that are valid and have legal effect that correspond with those of the void part as much as possible, taking into account the content and the purpose of these Terms of Use.

Applicable Law and Jurisdiction

These Terms of Use shall be exclusively governed by Dutch law. All disputes arising in connection with these Terms of Use, including disputes concerning the existence and validity thereof, shall be resolved by the competent courts of Amsterdam.

If you have any complaints about products or services provided via this Website, you can contact us at info@ertbv.com. If we are unable to resolve your complaint, you have the right to refer the dispute to the European Union Online Dispute Resolution platform at https://ec.europa.eu/odr. If you decide to use this platform, please use the following e-mail address of ERT info@ertbv.com.