

NGK

WEBSITE LEGAL DISCLAIMER

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By browsing this Website and using the online services offered through this Website, visitors/users (hereinafter “**Users**”) agree with the terms of this Legal Disclaimer, as well as to our Privacy Policy. We therefore strongly recommend all Users to carefully read these carefully before further browsing the Website. If Users do not agree to these terms, they should not make any further use of the Website.

For the avoidance of doubt, nothing in this Legal Disclaimer shall be deemed to affect Users’ legal rights under applicable mandatory law provisions.

1 Use of the Website

Users may not use the Website or anything on the Website for unlawful or commercial purposes. They may only use the Website for the purpose of purchasing the products that are offered, or for obtaining information when contemplating such purchase.

Users shall not use any software or other (technical or other) means to monitor or copy the Website (or any part of it) or its content, to disturb, disrupt or hinder the proper functioning of the Website (e.g. by means of computer viruses), to purposely overload the Website or to disturb its effectivity or functionality. It is equally prohibited to upload, post or send any content of an obscene, insulting or defamatory nature on or through the Website, or any other content that could cause unnecessary harm or distress, or that would infringe upon the rights of others.

Any unauthorised use of this Website, contrary to the applicable legislation or to the terms of this Legal Disclaimer, shall automatically entail the loss of the right to further use this Website, and may be prosecuted and sanctioned.

2 Liability

This Website is intended to provide information to our (potential) customers. We do everything we can to ensure that the information offered on the Website is complete, accurate, and up to date, and to ensure the functionality and security of the Website, in particular by taking all necessary technical measures. This Website, and all information offered on this Website, is however made available “as is” and is not meant to provide personal advice to any of its Users. Any use of such information is therefore at Users’ own risk.

Despite our continuous efforts, mistakes or irregularities may appear. If any information on the Website would contain such errors, or if any information on the Website would be unavailable due to mistakes or technical errors, we thank our Users for informing us hereof (see contact details below) and we will endeavour to correct these errors or irregularities as soon as possible.

Except in case of gross errors, fraudulent conduct or wilful misconduct by us or anyone acting on our behalf, or in case of bodily injury or death, we will not be liable for any harm caused by the improper functioning of the Website or the content placed on the Website, and such to the furthest extent allowed under the applicable law. In any case, we will only be liable for direct damages and shall in no event be liable for any consequential, punitive, special exemplary or liquidated damages or indirect damages, such as, but not limited to, loss of income or profit, loss of production, loss of market share or goodwill or pure financial loss.

In no case shall we incur any liability for loss or damages resulting from events, occurrences, or causes beyond our reasonable control (*'Events of Force Majeure'*). Such Events of Force Majeure include - without limitation - acts of God, sector strikes, lockouts, riots, acts of war, earthquakes, floods, fire and explosions, governmental acts, telecom or Internet breakdowns, bugs in third party software, and any delay or failure to deliver caused by any of our contract partners, which is beyond our own reasonable control.

3 Maintenance / updates

We shall make all reasonable efforts to maintain and update this Website. Of course this means that the Website will be subject to maintenance / correction of errors from time to time. We cannot guarantee continuous access to the Website and Users shall not have any right to compensation in case they cannot use (part of) the Website as a result of a technical fault, malfunction and/or temporary interruption or withdrawal of the Website.

4 Links from / to third party websites

The Website may contain links to third party websites. We have no control over the content of such websites and cannot be held responsible for the content, functioning, or data protection compliance of such third party websites, nor for posts or messages that are published by users of discussion platforms or mailing lists that are accessible through this Website. In case of any damage resulting from visits to a third party website, only the author/owner of such website may be held responsible.

It is also possible that third party websites contain a link to this Website. This does however not imply that we have any control over (the content of) such websites. We can in no event be held liable for the content, functioning, or privacy policy of such third party websites. It is in any event prohibited to place deep links to this Website or to frame this Website on a third party website.

5 Intellectual property rights

All texts, images, photos, logo's, trade names and trademarks mentioned on this Website, as well as the software used in the operation of the Website, are protected by virtue of registered or unregistered intellectual property rights, owned by us or by one of our contractual partners. Users shall not (re)use or reproduce such protected content in any way, or remove or adapt any such protected content in any way, without the prior written consent of the relevant right holder. Neither are Users allowed, without our prior written permission, to reproduce, distribute or make this Website available through a network, or to frame this Website on another web page.

While making use of the specific services offered through this Website, and for these purposes only, Users will receive a limited, non-exclusive and non-transferrable license to use the protected content, in accordance with our instructions and in conformity with this Legal Disclaimer.

6 Privacy and cookies – protection of personal data

Users agree to the collection and processing of their personal data submitted through their registration on this Website, in accordance with the applicable legislation and with our Privacy Policy. By using the Website, Users acknowledge being duly informed hereof.

7 Amendments

We reserve the right to amend this Legal Disclaimer from time to time. Changes will enter into force on the day on which they are first implemented on the Website. When Users continue to use this Website (or any part of it) after such change has taken place, they are deemed to have agreed to the terms of the amended Legal Disclaimer.

8 Severability

Whenever possible, these terms shall be interpreted in such a manner as to be valid and enforceable under the applicable law. However, if one or more provisions were found to be invalid, illegal or unenforceable, in whole or in part, the remainder of that provision and of these terms shall remain in force and effect. Moreover, in such event, the invalid, illegal or unenforceable (part(s) of) provision(s) shall be amended and/or substituted in such a way as to reflect as far as is legally possible the sense and the purpose of the invalid, illegal or unenforceable (part(s) of) provision(s).

9 Applicable law and jurisdiction

All disputes concerning the validity, interpretation, enforcement, performance and termination of this Legal Disclaimer shall be governed by and construed in accordance with Belgian law. No effect shall be given to any other choice-of-law or conflict-of-law rules or provisions that would cause the laws of any other jurisdiction to be applicable, without prejudice to any applicable provisions of mandatory law. All disputes concerning the validity, interpretation or enforcement of this Legal Disclaimer which cannot be resolved through good faith discussions, shall be submitted to the exclusive jurisdiction of the Brussels courts.

10 Contact

In case of any questions, problems or complaints relating to the content or use of this Website, Users may contact us directly by mail rue des Azalées1, 7331 Baudour, or by sending an e-mail to compliance@ngk.be