

Wavin Website General Terms and Conditions

These Website General Terms and Conditions (“**Terms**”) are provided by Wavin B.V., a company incorporated under Dutch law established in Schiphol and registered at the Chamber of Commerce under number 05014273 and having its registered office at Schiphol Boulevard 425, 1118 BK, Schiphol, The Netherlands. In these Terms, Wavin B.V. together with its Affiliates (as defined below), as well as separately will be referred to as “**Wavin**”.

These Terms govern the provision of the Wavin Digital Products (defined hereunder) to the customer (“**Customer**”), the registration and use of a digital account with Wavin by the Customer (“**Account**”) and the use of any website owned by Wavin (“**Website**”). Only enterprise Customers may register or use (as applicable) the Wavin Digital Products, an Account or the Website. Any individual person who accepts these Terms guarantees that it does so on behalf of an enterprise Customer and further guarantees it has the necessary authority to bind and represent the Customer when registering and using (as applicable) the Wavin Digital Products, an Account or the Website on behalf of the Customer.

Wavin and the Customer are hereinafter also referred to as the “**Parties**” and each as a “**Party**”.

IT IS AGREED:

1. Interpretation

In these Terms, the following terms shall have the following meanings:

“**Account**” means an account registered through the Website and verified by Wavin;

“**Affiliate**” means any business entity from time to time controlling, controlled by, or under common control with, Wavin;

“**BIM Product**” means as downloaded from the Websites:

- (a) any BIM files; and
- (b) the plug-in tool which supports the BIM files;

“**Calculation Tool**” means each calculation tool available on the Website from time to time at Wavin’s discretion;

“**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in goodwill and the right to sue for unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

“**Customer Data**” means contact and other details submitted by the Customer using the Website;

“**Materials**” has the meaning given thereto in clause 3.3;

“**New Version**” means any new, updated or upgraded version of a Product which from time to time is made available by Wavin in the course of its normal business;

“**Privacy and Cookie Notices**” means Wavin’s Privacy Notice available at: <https://www.wavin.com/en-en/privacy-statement> and Wavin’s Cookie Notice at: <https://www.wavin.com/en-en/cookie-notice>, or any local equivalent made available on or through the Website;

“**Third Party Licensors**” means Wavin's Affiliates or other third parties who have licensed or assigned Intellectual Property Rights in the Wavin Digital Products to Wavin;

“**Third Party Websites**” means as set out in clause 3.2;

“**Wavin Digital Product**” means as downloaded from or accessed via the Website:

- (a) the BIM Product;
- (b) the Calculation Tool; and
- (c) any other digital product that Wavin offers through the Website from time to time, which Wavin indicates as being subject to these Terms on the Websites;

“**Wavin Solution**” means a modelled design consisting of Wavin parts, which is created using the BIM files and/or the Calculation Tool;

“**Webshop**” means the webshop owned by or licensed to Wavin through which the Customer can purchase Wavin products, other than Wavin Digital Products.

“**Website**” means any website owned or operated by Wavin and its Affiliates, including www.wavin.com and any local websites (e.g. [www.wavin.com\[country/country\]](http://www.wavin.com[country/country])), including the Webshop.

2. Agreement

2.1. These Terms are the exclusive contractual basis for the provision of the Wavin Digital Products and the registration and use (as applicable) of an Account and the Website.

2.2. In addition to these Terms, the following provisions apply:

- for the supply or provision of Wavin products and/or services through the Webshop by a Wavin Affiliate, other than the Wavin Digital Products, the Wavin General conditions of sale apply additionally, and
- for how Wavin and its Affiliates (through the Websites) collects, uses, and protects the personal information of its Customers and its employees and representatives, the Wavin Privacy and Cookie Notices apply additionally.

2.3. In case of contradiction between these Terms and the additional conditions mentioned above, these Terms will prevail with regard to its subject matter.

2.4. Wavin expressly rejects any other general terms and conditions proposed by the Customer or contained or referenced in any other document.

2.5. By registering and using (as applicable) the Wavin Digital Products, an Account or the Website, the Customer agrees to the applicability of these Terms.

- 2.6 These Terms in its current version are accessible when registering an Account and can be printed out and saved electronically using the browser's print function. In addition, these Terms will be sent to the customer with the confirmation of the Account registration.
- 2.7 Wavin reserves the right to modify these Terms at any time and without prior approval of the Customer. Wavin will notify the Customer of any such modifications by posting them on its Website or by sending an email to the Customer's registered email address. The modified Terms will become effective upon the Customer's continued use of Wavin's services that are subject to these terms following the effective date of the modification. It is the Customer's responsibility to regularly review these Terms for updates and changes.

3 Use of the Website

- 3.1 Wavin will make reasonable efforts to provide up-to-date and accurate information on and by this Website. However, this Website serves information purposes only. No rights can be exercised from the information provided on the Website.
- 3.2 The Website may provide links or references to websites of third parties ("**Third Party Websites**"). Wavin disclaims any responsibility for the content of such other sites. The Customer must be aware that the Privacy and Cookie Notices does not apply to the collection and processing of Customer Data on such other sites. Any links to Third Party Websites are provided merely as a convenience to the Customer of the Website.
- 3.3 Wavin shall be free to use or copy all information and/or materials ("**Materials**"), including feedback, ideas, inventions, concepts, techniques, software or know-how disclosed therein, provided by Customer in any way for any purpose. Such purposes may include disclosure of the Materials to third parties and/or to develop, manufacture and/or market these Materials (standalone or as part of its products or services). Wavin shall not be bound by any confidentiality obligation with respect to the Materials. The Customer hereby indemnifies and holds Wavin harmless from and against all actions, claims and liabilities, suffered, incurred or sustained by Wavin as a result of the use and/or exploitation of the Materials by Wavin.
- 3.4 The Customer acknowledges that all Intellectual Property Rights to the Website and all information provided on or by the Website (whether in text, images, lay out, software and other materials) belong and shall belong to Wavin and its licensors. Wavin permits the Customer to display, store and reproduce material from this Website for personal use and non-commercial and informational purposes only. The use of the Website of Wavin is subject to the following conditions:
- a) No part of this Website may be distributed or sold for commercial gain or for political purposes;
 - b) No part of this Website may be modified in any way; and
 - c) The copyright notice ("from the website of Wavin") must appear on every copy or part thereof and the date of copying.
- 3.5 Unless otherwise indicated, all the trademarks displayed on the Website are owned by or have been licensed to Wavin.
- 3.6 Nothing on the Website should be construed as granting any license or right with respect to any trademark, copyright, patent or any other intellectual property right of Wavin.
- 3.7 Permission in writing of Wavin is required for any other use of Intellectual Property Rights contained on the Website and all information provided on or via the Website. Any misuse of its contents is strictly prohibited.

3.8 Wavin may update and change the Website from time to time to reflect changes to its products, its users' needs and our business priorities.

4 No text or data mining, or web scraping.

4.1 Customer shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Website or any products services provided via, or in relation to, the Website. This includes using (or permitting, authorising or attempting the use of):

- a) any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Website or any data, content, information or services accessed via the same.
- b) any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

4.2 The provisions in this clause should be treated as an express reservation of Wavin's rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

4.3 This clause shall not apply insofar as (but only to the extent that) Wavin is unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to it.

5 Account registration and use

5.1 By creating an Account, any individual person who accepts these Terms guarantees that it does so on behalf of an enterprise Customer and further guarantees it has the necessary authority to bind and represent the Customer when registering and using (as applicable) the Wavin Digital Products, an Account or the Website on behalf of the Customer. The Customer warrants that all information provided to Wavin is accurate, complete, and current.

5.2 The Customer is responsible for all consequences that may result from providing inaccurate, outdated, incomplete and/or false data. Furthermore, Wavin reserves the right, at its sole discretion, to activate or deactivate the Account.

5.3 The Customer acknowledges that access to the Webshop and usage rights linked with an Account is only granted after the Account has been approved by Wavin. Wavin is entitled to deny access to or approval of the registration for any Account at their discretion. By creating an Account, the Customer acknowledges that their access to the Webshop is subject to Wavin's approval.

5.4 After registration of an Account, the Customer will be in possession of the credentials to access the Account (username and password). The Customer acknowledges it is solely and exclusively responsible for the Account, and that it is in fact liable to Wavin and/or any third party with respect to the correct use of the Account and any consequences related to the use of the Account.

5.5 The Customer is responsible for maintaining the confidentiality of its Account login credentials, including their username and password, and for all activities that occur under its Account. The Customer agrees to immediately notify Wavin of any unauthorized use of its Account or any other breach of security. The Customer is responsible for all consequences arising from the misuse of access data by third parties for which the Customer are responsible.

- 5.6 The Customer's Account allows the Customer to access and use the Account and to procure use of Wavin Digital Products through the Website. The Customer agrees to use the Account and Wavin Digital Products only for lawful purposes and in accordance with these Terms, any applicable laws, rules, and regulations, and any other policies or guidelines provided by Wavin.
- 5.7 Wavin makes no warranty of any kind on the functionality of the Account and the services linked to it and does not guarantee that it can meet the needs, expectations and/or aspirations of professionals.

6 Termination, cancellation, suspension and lockout

- 6.1 These Terms shall commence of the date that the Customer registers an Account or procures the use of a Wavin Digital Product, and shall continue for an indefinite period, until these Terms and the use of the Account are terminated in accordance with this clause **Error! Reference source not found.**. For already existing Accounts, these Terms will be deemed accepted and in effect upon the Customer's next login to the Webshop.
- 6.2 Wavin may terminate an Account, the Websites and the availability of Wavin Digital Products at any time without any explanation or consequence and with immediate effect upon written notice to the Customer.
- 6.3 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect, including clauses **Error! Reference source not found.**, 11, 13 and 14.
- 6.4 Termination shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of these Terms which existed at or before the date of termination.
- 6.5 On termination:
- a) all rights granted to the Customer under these Terms shall cease;
 - b) the Customer shall cease all activities authorised by these Terms;
 - c) the Customer shall immediately destroy or return to Wavin (at Wavin's option) all copies of the Wavin Digital Products then in its possession, custody or control and, in the case of destruction, certify to Wavin that it has done so.
 - d) The Customer may request the cancellation of the Account at any time by contacting Wavin customer support: customeraccountsupport@wavin.com.
- 6.6 The cancellation of the Account will make it impossible to use the services for which an Account is required, among which Wavin points out the possibility to make purchases in Webshop. Purchases already made will be processed using the contact information and subject to the terms and conditions previously provided.
- 6.7 Wavin reserves the right to temporarily suspend or disable or permanently terminate an Account, in particular if the Account is misused for fraudulent or illegal purposes or by unauthorized third parties.
- 6.8 In the event of termination or blocking of the Account, Wavin may process the Customer Data separately as independent data controllers in order to comply with any legal obligations arising from the use of their respective services.

7 Use of the Wavin Digital Products

- 7.1 The Customer acknowledges that all Intellectual Property Rights in the Wavin Digital Products belong and shall belong to Wavin or the relevant Third Party Licensors (as the case may be).
- 7.2 Subject to the provisions of these Terms, Wavin grants to the Customer a free of charge, revocable, non-exclusive, non-sublicenseable, personal and non-transferable licence to download, install, access (each as applicable) and use the Wavin Digital Products for its internal business purposes.
- 7.3 Except as expressly stated in this clause 7.3, the Customer has no right (and shall not permit any third party) to:
- a) use the plug-in element of the BIM Product for any purpose other than to create a Wavin Solution;
 - b) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the plug-in element of the BIM Product in whole or in part;
 - c) copy or distribute the BIM files in whole or in part to any third party, to the extent that they do not form part of a Wavin Solution; or
 - d) exploit any of the Wavin Digital Product for any commercial purpose whatsoever, other than for its internal business use.
- 7.4 The Customer shall not (and will ensure its employees shall not):
- a) sub-license, assign or novate the benefit or burden of this licence in whole or in part;
 - b) allow the Wavin Digital Products to become the subject of any charge, lien or encumbrance;
 - c) remove, alter or destroy any proprietary, trademark or copyright notices placed upon or contained within the Wavin Digital Products; or
 - d) deal in any other manner with any or all of its rights and obligations under this licence.
- 7.5 Wavin may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under this licence. If Wavin assigns any or all of its rights under this licence, it may disclose to a proposed assignee any information in its possession that relates to this licence or its subject matter; and

8 Rights and Obligations

- 8.1 The Customer will be responsible at all times for:
- a) where applicable, the proper installation of the Wavin Digital Product on the Customer's computers and any computers of its employees;
 - b) the proper distribution of updates and Wavin Digital Product related communications within its company;
 - c) as and when notified to do so by Wavin, installing any updates to the Wavin Digital Product;
 - d) the provision of any additional information necessary for Wavin to confirm the identity of Customer;
- and

- e) promptly notifying Wavin of any failures or malfunctions in the Wavin Digital Product and supplying information and assistance to Wavin or any parties engaged by Wavin to explain and replicate the problem.

- 8.2 The Customer warrants that in using the Wavin Digital Product, it shall observe and strictly follow the instructions of Wavin and fully comply with the applicable standards and regulations as imposed by local authorities. The Customer acknowledges that routing logic (connection possibilities) as included in a design developed using the Wavin Digital Product may conflict with local regulations. In such case the Customer shall adapt the design of the Solution to comply with local regulations.
- 8.3 The Customer shall notify Wavin of any third party's unauthorized use of the Wavin Digital Product and threatened infringement of the Intellectual Property Rights pertaining thereto as soon as the Customer becomes aware of such (potential) unauthorized use or infringement. The Customer shall supply, without delay and free of charge, all information which it or Wavin considers to be necessary and desirable in order to take action against such attack or infringement. Customer shall fully cooperate with and assist Wavin and its Affiliates to enforce or defend the Wavin Digital Product and any Intellectual Property Rights pertaining thereto.
- 8.4 Wavin is entitled without prior notice or consent of Customer to issue New Versions of a Wavin Digital Product. Wavin shall use reasonable endeavors to inform the Customer by e-mail of an anticipated New Version. Customer shall ensure that such New Versions are properly distributed and installed by all users of the Wavin Digital Product as applicable. Customer shall at all times exclusively use the latest version of the Wavin Digital Product, including to avoid the risk of a design based on outdated Wavin Digital Product containing products which are no longer available from Wavin anymore.
- 8.5 Wavin is entitled to store and use Customer Data for the purposes of these Terms and in accordance with the terms of its Privacy and Cookie Notices, as if the Customer and/or its employees were visitors to the Websites.

9 No Warranty

- 9.1 All conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this licence or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or the use of reasonable skill and care.
- 9.2 The Customer accepts responsibility for the selection of the Wavin Digital Product to achieve its intended results and acknowledges that the Wavin Digital Product has not been developed to meet the individual requirements of the Customer.
- 9.3 Wavin do not guarantee that the Website, Account or Wavin Digital Products, or any content on it, will always be available or be uninterrupted. Wavin may suspend or withdraw or restrict the availability of all or any part of the Website, Account or Wavin Digital Products for business and operational reasons. Wavin will try to give Customer reasonable notice of any suspension or withdrawal.

10 Limitation of Liability

- 10.1 The Customer acknowledges that Wavin does not control, observe, review or otherwise support the Customer's use of the Wavin Digital Products or the Website.

10.2 To the fullest extent permitted by law, Wavin shall not be liable to the Customer for any losses, expenses, costs or damages of whatsoever nature, whether direct or indirect, arising out of or resulting from the use of the Wavin Digital Products or resulting from the Customer's access to, or inability to access, the Website or Third Party Websites, nor from the Customer's reliance on any information provided on or by the Website, including but not limited to damages as a result from viruses that may infect the Customer's computer equipment, defective software or data, the use of electronic communication, 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, unless such damage is the result of any intentional misconduct or from negligence on the part of Wavin.

10.3 At its sole cost and expense, the Customer agrees to defend, indemnify, and hold Wavin harmless from and against all loss, costs, expenses (including legal fees), damages and liabilities, irrespective of its cause, resulting directly or indirectly from the conduct of the Customer in relation to the Wavin Digital Products, the Account and the Customer's use of the Website.

11 Confidentiality and publicity

11.1 The Customer shall, during the term of this licence and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this licence) nor without the prior written consent of Wavin disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value relating to the Wavin Digital Products) which may become known to the Customer from Wavin and which relates to Wavin or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession the Customer from a third party. The Customer shall use its reasonable endeavors to prevent the unauthorised disclosure of any such information.

12 Miscellaneous

12.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.

12.2 If any provision or part-provision of these Terms is deemed deleted under clause 12.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.3 Wavin may transfer these Terms and its rights and obligations under these Terms to another organisation. Wavin will always inform the Customer in writing if this happens and it will ensure that the transfer will not affect Customer's rights under the Terms.

13 Governing law

These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with Dutch law.

14 Jurisdiction

Each Party irrevocably agrees that the courts of Amsterdam, the Netherlands shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).