

## **General Terms of Use for the GAASBEEK B.V. Customer Certification Portal (Version: September 30th, 2024)**

### **§ 1 Scope**

1. The following general terms of use (known hereafter as “terms of use”) of GAASBEEK B.V. (known hereafter as “GAASBEEK”) apply to the usage of the GAASBEEK customer portal (known hereafter as “GAASBEEK portal”). The person registering accepts these terms of use as binding for himself as well as the company represented by him when signing up.
2. For these terms of use, “user” means the registering person as well as the company represented by him.
3. GAASBEEK reserves the right to change these terms of use. The user is notified whenever a change is made.
4. The currently valid version of the terms of use can be viewed at <http://www.thmgaasbeek.nl>
5. Any agreements differing from these terms of use must be made in written or text form to be valid. This also applies if this format requirement is changed or lifted.

### **§ 2 Purpose of the Portal, Non-Binding Nature, Conclusion of Contracts**

1. This portal serves to provide GAASBEEK customers with non-binding information about GAASBEEK Certificated Products.
2. The portal does not include complete and binding technical data and therefore, no legally binding assurances concerning the characteristics of goods/services.
3. The information in the GAASBEEK portal is provided to the best of our knowledge and in good faith, but it is not legally binding. In particular, the information provided does not include a contract offer. Therefore, a contractual agreement between the user and GAASBEEK is not created.

### **§ 3 Usage Authorization**

1. Only commercial businesses that are GAASBEEK customers are authorized to use the GAASBEEK portal. On registration, the registering company affirms that it is a GAASBEEK customer.
2. It is not permitted to transfer user accounts to third parties.
3. A legal right to use the GAASBEEK portal does not exist. GAASBEEK is entitled to bar a user from using the portal, even at later time (see § 6).
4. GAASBEEK is entitled to modify or remove the contents of the GAASBEEK portal, or to discontinue the portal altogether at any time.
5. Access to the GAASBEEK portal is free of charge. However, the goods and services shown in the GAASBEEK portal are subject to a fee.
6. The user is prohibited from overloading, modifying, and/or impairing in any other way the website, software, hardware, and/or server of the GAASBEEK portal. The user furthermore agrees not to change the data on the GAASBEEK portal or manipulate them in any other way.

## § 4 Registration

1. Access to the GAASBEEK portal is permitted only after prior written registration and confirmation thereof by GAASBEEK. For this, the user must provide his information (first and last name, date of birth, name and address of the company, email address), as specified by GAASBEEK. If approved by GAASBEEK, the user then receives a link via email. With this link, the user can use the account created by GAASBEEK with the password issued by GAASBEEK. Use of the GAASBEEK portal is permitted only after GAASBEEK has confirmed the registration and only when using the previously stated access data.
2. Only one user account assigned to a specific person may be set up per company. Multiple registrations are not allowed. Likewise, the use by other, not designated persons within the company is not permitted.
3. The user must keep his login data confidential, and he must protect them from access by third parties. The login data may not be passed on to third parties. A user may provide only his own login data when using the GAASBEEK portal. If the authorized user leaves the registered company, the company must inform GAASBEEK immediately and identify the current authorized user. That person's usage authorization commences upon confirmation by GAASBEEK.
4. The user is liable for the use of his own user account, especially account usage by third parties using his login data, whether this happens with or without his consent. During any misuse, the user is required to change his login data immediately and inform GAASBEEK right away.

## § 5 Copyright

All rights, especially copyright, concerning the GAASBEEK portal's information/data, including all texts, photographs, illustrations, graphs, brands and trademarks, are owned by GAASBEEK. Consequently, any use of the GAASBEEK portal, other than the contractually agreed use, is prohibited, unless GAASBEEK has first given its consent in the written or text form.

## § 6 Deletion

1. The user is entitled to demand, in written or text form, that GAASBEEK delete his user account. In this case, the user's personal data stored on the GAASBEEK portal are deleted within one month of receiving the written request. This does not apply to the extent that legal regulations require the retention of these data.
2. GAASBEEK is entitled to delete a user account without providing cause after giving notice in written or text form one month in advance. If a major reason is present, especially a violation of the terms of use, the account may be deleted without prior warning and without observing a notice period.
3. GAASBEEK is furthermore entitled to exclude the user from the renewed or continued use of the GAASBEEK portal and to deny setting up a new user account for the user.

## § 7 Liability

1. GAASBEEK assumes no liability for the error-free and uninterrupted use of the GAASBEEK portal.
2. GAASBEEK furthermore assumes no liability for the accuracy, completeness, or up-to-dateness of the available information.
3. GAASBEEK makes no assurances or warranties in the framework of the portal. The liability of GAASBEEK toward the user is determined solely by the purchase agreement to be concluded between him and GAASBEEK.
4. As stated in §2, the portal does not serve to provide binding information about technical data. Technical data are provided to our best knowledge and in good faith. But the information's accuracy, up-to-dateness, and completeness is not guaranteed.
5. To the extent that GAASBEEK incurs any liability, GAASBEEK and its agents are exempted in cases of minor negligence. This exemption does not apply to violations of an essential contract obligation (i.e. an obligation whose fulfillment allows the proper implementation of the agreement in the first place and whose fulfillment the user may expect on a regular basis); in this case, the liability is limited to foreseeable damages, typical to the agreement. This limitation of liability does not apply for claims based on the product liability law or for loss of life, personal injury, or damage to the health of a person.

## § 8 Third Party Websites

1. To the extent that the GAASBEEK portal contains links to the websites of third parties, GAASBEEK has not reviewed the contents and design of third party websites. Therefore, GAASBEEK assumes no liability for the contents and design of third party websites and does not endorse these websites and their contents.
2. If GAASBEEK determines or has been informed that the actual contents of such a third party website violate statutory regulations and/or may incur civil or criminal liabilities, GAASBEEK will delete the link.

## § 9 Information about Data Processing

1. GAASBEEK collects the user's data in the context of the GAASBEEK portal. GAASBEEK collects, processes, or uses only those personal and usage data of the user without his consent to the extent that this is necessary for the use and operation of the GAASBEEK portal.
2. GAASBEEK will not use the user's data for advertising, market research, or opinion polling without the user's consent.

## § 10 Place of Fulfillment and Legal Venue

The place of fulfillment and legal venue for legal disputes with registered traders is Schiedam. Dutch law shall apply.

# GAASBEEK B.V.

Name and date of birth of registrant: \_\_\_\_\_

Signature of registrant: \_\_\_\_\_

Name of the company registered: \_\_\_\_\_

Legally binding signature/stamp of the company registered: \_\_\_\_\_