

TERMS AND CONDITIONS OF USE

1. Scope

Use of the web pages (henceforth "SEW-EURODRIVE web pages") of SEW-EURODRIVE NV (henceforth "SEW-EURODRIVE") is permitted only on the basis of these terms and conditions. These terms and conditions of use are considered to be accepted upon registration as per Item 2 or, if registration is not explicitly required, upon commencement of usage.

These terms and conditions only apply to the use of SEW-EURODRIVE web pages. For other transactions (i.e. for purchasing or selling products and/or services), other terms and conditions shall additionally apply.

2. Registration

In the interests of security regarding legal issues, certain SEW-EURODRIVE web pages are password-protected and therefore accessible for registered users only. Certain SEW-EURODRIVE web pages require authorization and are therefore only accessible for users with authorization. SEW-EURODRIVE is always free to authorize or refuse access. SEW-EURODRIVE expressly excludes users' claims to registration and/or authorization. SEW-EURODRIVE reserves the right to revoke access rights by blocking log-in data without providing any explanation.

The user is obliged to provide complete and accurate information when registering and immediately notify SEW-EURODRIVE of any subsequent changes to this information. The user registers by providing his/her name and e-mail address, and selecting a password. SEW-EURODRIVE then sends an e-mail with a confirmation link to the e-mail address supplied by the user during registration. Access to password-protected pages is activated when the user clicks the confirmation link, thereby verifying that he/she is the owner of the e-mail address submitted during registration. The user takes care to ensure that he/she receives the e-mails sent to the provided e-mail address.

3. User's Rights and Obligations

Both parties agree that a simple, non-exclusive and non-transferable license will be issued for downloading the information on SEW-EURODRIVE web pages.

The user has no claim regarding access to source code when being provided with software. Exception: Source code of open source software whose licensing terms and conditions mandate access to source code, if they take priority over these terms and conditions. In such a case, SEW-EURODRIVE will provide access to the source code in return for refunded costs.

The user ensures that third parties have no access to information, software, documentation or to user data provided via the registration process. The user is not permitted to sell or rent to third parties information, software, documentation or user data, or provide these in any other manner. Unless otherwise allowed by mandatory legal regulations, the user may not modify the software or its documentation, undertake reverse engineering or a reverse translation, or take excerpts from it. The user may make a backup copy of the software if such a copy is necessary for future use as a backup on the basis of these terms and conditions of use.

The user assumes liability for all orders and other activities performed via his/her user data. The user is also liable for any improper use of his/her user data by third parties. If the user learns that third parties are making improper use of his/her user data, he/she is obliged to immediately notify SEW-EURODRIVE of this in writing (or provide advance notification via e-mail). After receiving this notification, SEW-EURODRIVE has the right to block access to the password-protected area linked to this user data.

The user may at any time demand in writing the deletion of his/her registration insofar as deletion does not conflict with the processing of current contractual matters. In such a case, SEW-EURODRIVE will delete all of the user's user data and all other person-related data stored by SEW-EURODRIVE.

SEW-EURODRIVE reserves the right to block access to SEW-EURODRIVE web pages, especially if the user breaches his/her obligations as described in these terms and conditions.

When using SEW-EURODRIVE web pages, the user shall refrain from:

- causing damage to a person or infringing his personal rights;
- infringing intellectual property rights, copyright, know-how or other ownership rights;
- transmitting contents with viruses or other types of programming which can damage software;
- acting contra bonos mores and public order;
- entering, storing or sending hyperlinks or contents,
- sending spam e-mails, advertisements or incorrect warnings regarding viruses, errors or similar, or inviting to participation in sweepstakes, lotteries, games of chance, pyramid schemes, chain mails or similar activities.

4. Intellectual Property

The information, software, documentation, texts, images, charts, sound files, video files, animation files and other files (henceforth: "materials") on SEW-EURODRIVE web pages are subject to copyright protection in accordance with statutory provisions. SEW-EURODRIVE reserves all rights to these materials. The user has to respect these rights.

Total or partial reproduction, dissemination, transferal, modification or use of SEW-EURODRIVE web pages (in electronic or other form) for public or commercial purposes is prohibited without prior permission by SEW-EURODRIVE. This also applies to brands and trademarks, nameplates and company logos which belong to SEW-EURODRIVE and its subsidiaries.

In addition to the rights expressly granted in these terms and conditions of use, SEW-EURODRIVE grants the user no other rights of any kind when providing materials and SEW-EURODRIVE web pages; this applies in particular to copyrights, company names, industrial property rights such as patents, utility patents, designs and brands. Nor is SEW-EURODRIVE obliged to concede such rights.

5. References and Links

SEW-EURODRIVE web pages contain links to other web pages. SEW-EURODRIVE declares that linked web pages were free of illegal contents at the point in time when the link was created. SEW-EURODRIVE has no influence over the current and future design and contents of the linked and/or referenced web pages. In this respect SEW-EURODRIVE can subsequently assume no liability for the correctness, completeness or quality of these web pages' information or ensure that it is up to date; SEW-EURODRIVE hereby exonerates itself from all of the contents of any web page which is modified after a link is created. This declaration applies to all links from SEW-EURODRIVE web pages to external web pages and their contents.

6. Online Contents and Liability

SEW-EURODRIVE provides certain information and services on SEW-EURODRIVE web pages. SEW-EURODRIVE reserves the right to change, amend or delete parts or all of the SEW-EURODRIVE web pages without prior notification; SEW-EURODRIVE also reserves the right to suspend the

availability of information either temporarily or completely. SEW-EURODRIVE assumes no liability for the continuous availability of SEW-EURODRIVE web pages or the possible presence of viruses on them. For the safety of the user and of SEW web pages, the user is obliged to undertake the appropriate safety precautions before downloading materials.

If materials are provided free of charge via SEW-EURODRIVE web pages, no liability is assumed for defects as to quality or title. In particular, when it comes to information, software and documentation, SEW-EURODRIVE assumes no liability regarding correctness, accuracy, freedom from the copyright of third parties, completeness and/or right of use.

The materials on SEW-EURODRIVE web pages can contain specifications or general descriptions of products' technical capacities which are not necessarily present in some specific cases. Product modification is such a case. The materials provided are non-binding and do not represent offers in legal terms. The products' desired performance characteristics are therefore to be agreed during purchase in specific cases.

SEW-EURODRIVE assumes no liability in case (a part of) the content on the SEW-EURODRIVE web pages should seem to be inaccurate. In such a case, SEW-EURODRIVE shall correct the information within a short term.

7. Export Restrictions

The provision of particular information and services can, depending on their purpose or ultimate use, be subject to authorization or be entirely prohibited, due to EU export regulations, export regulations of EU member states and/or export regulations of the USA. Access to and forwarding of the materials provided by SEW-EURODRIVE web pages is permitted only if the user ensures compliance with these export regulations. If not, SEW-EURODRIVE reserves the right to deny access to SEW-EURODRIVE web pages and their contents.

8. Final Provisions

Supplementary agreements must be in writing.

If individual formulations or parts of these conditions do not, no longer or not entirely comply with the valid legal regulations, the contents and validity of the remaining parts of the document remain unaffected.

The exclusive place of jurisdiction is Leuven (Belgium). For any dispute arisen out of the present conditions Belgian law applies, with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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