



## Radiant Color NV Terms of Use

Radiant Color NV ("COMPANY") maintains this website located at [www.radiantcolor.be](http://www.radiantcolor.be) and its associated websites, webpages, content and other materials (collectively the "Site") to provide to you information about COMPANY, its industry and products. Your access to and use of the Site is subject to these Terms of Use and our Privacy Policy found at [http://www.radiantcolor.com/downloads/Privay\\_disclaimer.pdf](http://www.radiantcolor.com/downloads/Privay_disclaimer.pdf) and all applicable laws. By accessing the Site, you accept, without limitation or qualification, these Terms of Use and our Privacy Policy. You should review the most current version of the Terms of Use and the Privacy Policy often as they may be modified from time to time and the terms, as modified, will govern your use of the Site. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter and your continued use of the Site after we make changes is deemed to be acceptance of those changes. Any new features that augment or enhance the Site also will be subject to these Terms of Use and Privacy Policy.

### 1. Generally

You are free to browse the Site, to access company periodic e-newsletters, technical libraries, view product catalog(s), submit questions, participate in any contests, promotions, surveys or other services and view any other information contained on the site. This and all other company-approved material available on the Site is referred to as "Licensed Content." You may view and print portions of the Licensed Content for your own internal use but not for resale or other commercial exploitation and not for use other than as provided in these Terms of Use and the Privacy Policy. Any other use of Licensed Content without COMPANY's prior written approval is strictly prohibited.

### 2. Product Information

While COMPANY uses commercially reasonable efforts to provide accurate information, the industries of which COMPANY is a part and the jurisdictions in which the company operates and the laws and regulations applicable to those industries and jurisdictions change frequently. Therefore information contained on the Site may not be current or accurate. Because many factors go into the decision-making process of purchasing a given product and everyone's particular circumstances and needs may differ, the Licensed Content is provided for informational purposes only. COMPANY cannot ensure or guarantee and does not warrant that your product selection will be accurate, meet your particular needs or requirements or that the recommendations, regulations or other information provided is complete, accurate or current for your specific needs (see our disclaimer of warranties in Section 10 below). Each claim or statement about the effectiveness of COMPANY products and/or claims or statements comparing the effectiveness of COMPANY products to that of others is expressly limited to the country of applicability as referenced on the site and if no country is referred, the United States, unless otherwise stated on the Site. If a product or sample offered by COMPANY through the Site is not as described, your sole remedy is to return it in its original, unused form and receive either a replacement of the product you purchased or a refund of the price you actually paid. Product description and pricing is subject to correction and change. COMPANY may refuse or cancel product orders placed at an incorrect price, or based upon erroneous promotion terms, whether or not the order has been confirmed. Sales made through the Site, if any, are governed by COMPANY Standard Terms and Conditions of Sale and/or Invoice-Terms and Conditions.

### 3. User Conduct

Obscene or abusive language, harassment, threats, or abuse of any nature or form on the Site, including via e-mail, post or other transmission is strictly prohibited. Impersonation of others or misrepresenting your affiliation with COMPANY or another is prohibited. You may not upload to, distribute or otherwise publish through the Site any material that is defamatory, vulgar, obscene, threatening, libelous, invasive of another's privacy or publicity rights, hateful, racially or ethnically objectionable or which may constitute or encourage a criminal offense, violate any law or another's rights or otherwise give rise to liability.



You agree not to forge headers or otherwise manipulate identifiers in order to disguise the origin of anything transmitted through the Site, disclose proprietary or confidential information or otherwise infringe another's patent, trademark, trade secret, copyright or other proprietary right ("Rights"). You may not upload commercial material to the Site, use the Site to solicit others, advertise or promote anything.

Any attempt to interfere with or disrupt the Site, its servers, networks, Software, equipment or database connected to the Site, whether via malicious code, files or other means, or attempts to disassemble, reverse engineer or decompile any Software, circumvent security features such as passwords, or take any action that compromises the privacy or security of the Site, users or other visitors is strictly prohibited.

You are responsible for your Communications and your activities on the Site. Under no circumstances is or will COMPANY be liable in any way for any Communications, your or another's use of the Site or any Licensed Content, including but not limited to any errors or omissions in any Licensed Content, or for loss or damage of any kind incurred as a result of the use of any Licensed Content via the Site.

#### **4. Indemnity**

You agree to indemnify, defend, release and hold COMPANY its officers, directors, suppliers, service providers, co-branders or other partners, agents and employees, harmless from all claims, demands, damages, fees and costs of any nature, including reasonable fees of attorneys' and other professionals, due to or arising out of anything you submit or transmit through the Site, your use of the Site, your connection to the Site, your violation of these Terms of Use or your violation of any Rights. In the event you provide resale certificate, tax or other information that is untrue, inaccurate, fraudulent, or out of date, you agree to indemnify COMPANY for and hold it harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) it may incur, including but not limited to loss of business profits, taxes, penalties or sanctions, interest, fees, costs and expenses of any nature arising from or related to any claim, demand, action or proceeding alleged or initiated against COMPANY by any third party based upon the information you provide or your use of the Site.

#### **5. Modifications to Site**

From time to time COMPANY may change the Licensed Content, the services offered or terminated through the Site or expand the Site's capability. COMPANY also reserves the right at any time and from time to time to modify these Terms of Use, the Privacy Policy, the Site and/or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You are responsible for regularly reviewing these Terms and Conditions and the Privacy Policy. You agree that COMPANY shall not be liable to you or to any third party for any such action.

#### **6. Termination**

COMPANY, in its sole discretion, may suspend or terminate your access or use for any reason, but especially if COMPANY believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use. COMPANY may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, with or without notice, or remove or refuse to post any user contribution for any or no reason in our sole discretion. You agree that any suspension or termination may be effected without prior notice, and acknowledge and agree that COMPANY may immediately bar further access to the Site. COMPANY shall not be liable to you or any third party for any suspension or termination of your access to or use of the Site. Without limiting the foregoing, COMPANY has the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY DURING OR AS A



RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER COMPANY OR LAW ENFORCEMENT AUTHORITIES.

## **7. Links**

This Site may contain links to other internet websites or resources. When you link to those sites, you leave this Site. COMPANY has no control over such sites, their content and resources or the business practices or policies of operators of such sites. COMPANY's privacy terms do not apply to the practices of any companies or individuals operating the linked sites. Therefore, please use caution and review the privacy policies of any sites that you visit to learn more about their information-gathering practices. COMPANY expressly disclaims all responsibility or liability for the availability or accuracy of such external sites or resources or the content thereon, does not endorse and is not responsible or liable for any advertising, products or other materials on or available from such sites or resources. The inclusion of any link on the Site does not imply that COMPANY endorses the linked site. Your use of the links is at your own risk. You further acknowledge and agree that COMPANY shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any goods, services or materials available on or through any such link, site or resource.

## **8. COMPANY's Proprietary Rights**

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## **9. Notices and Procedures for Making Claims of Copyright Infringement**

Notifications of claimed copyright infringement should be sent to COMPANY.

COMPANY respects the intellectual property of others, and asks its users and visitors to do the same. COMPANY will process and investigate notices of alleged infringement and will take appropriate actions under applicable intellectual property laws. Upon receipt of notices complying with applicable law, COMPANY will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

If you believe that your work has been copied in any way that constitutes copyright infringement, please provide all of the following information:

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Radiant Color NV • Europark 1046 • B-3530 Houthalen • Belgium • T +32 11 52 07 40 • [www.radiantcolor.be](http://www.radiantcolor.be) • [info@radiantcolor.be](mailto:info@radiantcolor.be)  
BTW BE 0431.677.318 • RPR Antwerpen, Afdeling Hasselt

**YOUR PARTNER IN COLORS AND RESINS**



- a. a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
- b. a description of the copyrighted work that you claim has been infringed;
- c. a description of where the material that you claim is infringing is located on the Site;
- d. your address, telephone number, and email address and all other information reasonably sufficient to permit COMPANY to contact you;
- e. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- f. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

**Notices of claimed copyright infringement should be directed to:**

**By mail:** Radiant Color NV  
Europark 1046  
B – 3530 Houthalen-Helchteren  
Belgium  
Attn: Webmaster

**By fax:** /

**By Email:** [info@radiantcolor.be](mailto:info@radiantcolor.be)

(Please include “Notice of Infringement” in the subject line.)

**IMPORTANT NOTE:** THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING COMPANY THAT YOUR COPYRIGHTED MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, SUCH AS PRODUCT-RELATED QUESTIONS AND REQUESTS, OR QUESTIONS ON PRIVACY, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

**10. DISCLAIMERS AND LIMITATIONS OF LIABILITY**

COMPANY makes no representations or warranties about the accuracy or completeness of the Site or Licensed Content. COMPANY does not target, and the Site is not intended for use by, children under age 13. COMPANY will not contact children under age 13 about promotions or for marketing purposes without a parent’s permission nor will it ask for more personal information than is reasonably necessary to participate in a given activity. However, it does not filter ads or other material children may view through the Site or linked sites, some of which may be inappropriate for children.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- (a) YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED



WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, FREEDOM FROM MALICIOUS CODE, NON-INFRINGEMENT AND NONINTERFERENCE WITH YOUR USE OF ALL OR ANY PART OF THE SITE.

- (b) COMPANY MAKES NO WARRANTY (i) THAT THE SITE WILL MEET YOUR REQUIREMENTS, (ii) THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE OR ERROR-FREE, (iii) THAT PRODUCTS WILL BE AVAILABLE, ACCURATELY DEPICTED OR PRICED, (iv) THAT THE RESULTS OBTAINED FROM USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (v) THAT THE QUALITY OF ANY PRODUCTS, THE SITE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, OR (vi) THAT PRODUCTS WILL BE PROPERLY DELIVERED IN PROPER AMOUNTS.
- (c) ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY RESULTING DAMAGE.
- (e) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE OR OTHERWISE APPLICABLE PURSUANT TO YOUR PURCHASE OF COMPANY PRODUCTS OR SERVICES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER ARISING OUT OF OR IN CONNECTION WITH THE USE OR THE INABILITY TO USE, ACCURACY OF THE INFORMATION, PRODUCTS AND MATERIALS SHOWN OR AVAILABLE FROM THE SITE OR ANY OTHER MATTER RELATING TO YOUR ACCESS TO OR USE OF THE SITE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. TO THE EXTENT THAT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

#### 11. Notice/Opt Out Options

Notices to you may be made via either email or regular mail. The Site may also provide notices of changes to these Terms of Use or other matters by displaying notices or links to notices to you generally on the Site. Notice or other correspondence to COMPANY should be sent by certified mail, return receipt requested to:

Radiant Color NV  
Europark 1046  
3530 Houthalen-Helchteren  
Belgium  
Attn: Webmaster

Should you wish to update your information or no longer receive communications from COMPANY, please contact COMPANY [info@radiantcolor.be](mailto:info@radiantcolor.be).

## 12. General Information

These Terms of Use and any other agreements, whether or not referenced herein, constitute the entire agreement between you and COMPANY with regard to and shall govern your activities and use of the Site, superseding any prior agreements between you and COMPANY. You also may be subject to additional terms and conditions contained in invoices, purchase orders, shipping manifests, bills of lading or terms and contracts that may apply when you purchase products or services or use affiliate services, third party content or third party software. These Terms of Use, your use of the Site and any other agreement with and the relationship between you and COMPANY shall be governed by the laws of Belgium without regard to choice of law provisions, nor shall the 1980 United Nations Convention on Contracts for the International Sale of Goods apply. You and COMPANY agree to submit to the personal and exclusive jurisdiction of the pertinent state or federal courts located within Belgium. By using this Site, you agree that COMPANY, in its sole discretion, may require you to submit any disputes arising from use of this Site, these Terms of Use or the Privacy Policy concerning or including disputes arising from or concerning the interpretation, violation, nullity, invalidity, non-performance or termination, as well as disputes filling gaps in contract or its newly arisen circumstances, to final and binding arbitration under the International Rules of Arbitration of the American Arbitration Association by one arbitrator appointed in accordance with said Rules. Notwithstanding these rules, however, such proceeding shall be governed by the laws of the Belgium and shall take exclusively in Belgium as set forth in this Section. Any arbitration award initiated under this clause shall be limited to monetary damages and not equitable relief. Further, the arbitrator shall have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual direct damages in any arbitration initiated pursuant to this Section except as required by statute. Notwithstanding the foregoing, COMPANY may seek equitable relief, including preliminary and permanent injunction, in any court of competent jurisdiction to prevent or enjoin misappropriation, misuse, unauthorized disclosure or infringement of any intellectual property rights. The failure of COMPANY to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use or the Privacy Policy is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. You agree that regardless of any statute or law to the contrary, you must file any claim or cause of action arising out of or related to your use of the Site, Terms of Use or the Privacy Policy within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms of Use are for convenience only and have no legal or contractual effect.

## 13. Violations

Please report any violations of the Terms of Use or the Privacy Policy to [info@radiantcolor.be](mailto:info@radiantcolor.be).

The parties acknowledge that they have required that these Terms of Use be prepared and provided in English. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en anglais.

## 14. Provisions specific to users in the United States

COMPANY adheres to the Children's Online Privacy Protection Act (COPPA) on our Site. A child's privacy is important to us. No one under age 13 may provide any personal information to or on our Site. We do not knowingly collect personal information from children under 13. If you are under 13, do not use or provide any information on the Site or on or through any of the features on the Site or provide any information about yourself to us, including your name, address, telephone number, e-mail address or any screen name or user name you may use. If we learn we have collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. Providing any personal information regarding a child, including the child's name and age is strictly at the parent's discretion. At any time a parent can request to review their personal information and their child's personal information that they have submitted to us. A parent may also



ask to have it deleted by sending a request to [info@radiantcolor.be](mailto:info@radiantcolor.be). If a visitor to the Site is under the age of 18, they should read these Terms of Use and Privacy Policy with their parents for guidance.

#### Your California Privacy Rights

California Civil Code Section § 1798.83 permits users of the Site that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an e-mail to [info@radiantcolor.be](mailto:info@radiantcolor.be) or write us at: Radiant Color NV, Europark 1046, 3530 Houthalen, Belgium Attn: Webmaster.