

	Document:	Duiker Website Terms of Use
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PREAMBLE

1. The term ‘Duiker Combustion Engineers’ or ‘Duiker’ or ‘us’ or ‘we’ refers to the owner of the website whose registered office is Wateringen, The Netherlands. Duiker Combustion Engineers is registered under 27220515 at the chamber of commerce in Naaldwijk, The Netherlands. The term ‘you’ or ‘user’ refers to the user or viewer of our website.
2. By accessing and using the services available on www.duiker.com ("the Website"), you agree to be bound by these Legal Terms as if you had signed them. In case of disagreement with these Legal Terms, you must not access or use this Website.

CONTENT

3. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
4. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
5. All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

LINKING

6. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
7. You may not create a link to this website from another website or document without Duiker Combustion Engineers’ prior written consent.

WARRANTY

8. Neither we nor any third parties provide any warranty whatsoever and disclaim all warranties express or implied including without limitation warranties of title or fitness for any particular purpose, non-infringement, compatibility, security and accuracy.

LIABILITY

9. In no event shall we be liable to any user or to any third party under any applicable law, for any damage of any kind such as but not limited to any indirect and/or consequential damages, incidental or special damages including loss of data, loss or prejudice to the business reputation resulting from any user’s act, any commercial disorder of any kind, as well as for any financial loss including loss of profits, loss of turnover, regardless of the form of the action or legal theory under which the liability may be asserted.
10. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials

found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

11. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

12. We shall not be held liable for temporary interruption of the website service due to the necessary technical intervention including, without limitation, the intervention of a technician, for any delays in services due directly or indirectly to electronic or mechanical failures, telecom or interconnections problems which would affect website users.

13. We shall not be held liable for damaging consequences resulting from irregular or fraudulent use of the website nor for damaging consequences resulting from action of an unauthorized third party.

INDEMNITY

14. User agrees to indemnify and hold Duiker Combustion Engineers, its officers ,directors, employees, agents and representatives harmless from and against any claims demands suits for any liability, costs, damages, penalties and expenses brought by or on behalf of any person which arises or is likely to arise out of these legal terms or the user's access or use of the website howsoever caused.

GOOD FAITH

15. The User shall always act with good faith within the framework of its use of the Website.
16. Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.

MISCELLANEOUS

17. If one or several of the provisions of the Legal Terms are held to be unenforceable or invalid or are declared as such by application of a law, regulation or a final decision of a court of competent jurisdiction, the other provisions shall remain in full force and effect. If one of the parties does not mention a breach by the other party of any obligation in the Legal Terms , it will not be interpreted in the future as a waiver of said obligation. In the case of difficulty in the interpretation of the clause headings and the contents of any of these clauses, the headings will be declared nonexistent.

DISPUTES AND APPLICABLE LAW

18. All disputes arising out of or in connection with the use of this website shall be finally settled in a competent court in the Netherlands.
19. The contract shall be governed by the substantive law of the Netherlands.

Revision	Date	Description	By	Checked	Approved
A	18/01/2011	First Issue	HLD	WLN	WLN