



inMare

WEBSITE TERMS AND CONDITIONS

Welcome to the INMARE website, which is owned and operated by INMAR S.A. whose registered office is at INMAR S.A., Fond du Hainaut nr 6, 5340 Faulx Les Tombes, Belgium with VAT number is 445.664.421.

IMPORTANT

Set out below are the terms and conditions of this Website, which together with the General Conditions of Product Sale, the Privacy Policy and any legal notices displayed elsewhere on this Website, represent all the terms and conditions on which we will: (i) provide you with access to our website (located at www.inmare.be (the "Website")); (ii) offer products and services from time to time via our Website; and (iii) sell any of our products via the Website (together referred to in this document as the "Terms"). Your use of the Website, including any placing of an order through it, indicates your acceptance to be bound by the Terms. If you do not agree to be bound by the Terms, please cease using this Website immediately.

If there is anything in these Terms that you do not understand, please contact us at info@inmare.be or on 00 32 495.50.53.73 during the hours of 9am — 5.30pm (GMT), calls will be charged at local/national rate.

CONTENT:

1. We take reasonable steps in the preparation and maintenance of this Website to ensure that all prices quoted are correct at the time when they are published, and that the descriptions of our products and any claims we make with respect to our services are fair and accurate. We do, however, reserve the right to decline any order where there has clearly been a material error, or where there is an inaccuracy or omission in the price and/or description of any of our products and/or services as displayed or advertised on the Website (and we hereby exclude all liability arising from the same).
2. We have made every reasonable effort to reproduce colours on the Website as accurately as possible. However, different computers reproduce colours slightly differently and we therefore cannot and do not guarantee that the on-screen colours of any of our products will exactly match the colour of the product itself. You are advised, therefore, to treat on-screen colours as being indicative only of the actual colour of our products.
3. We cannot and do not guarantee that the information on this Website will always be completely up to date and free of mistakes. To the extent permitted by applicable law, we hereby disclaim all warranties, express or implied, as to the accuracy of the information contained on this Website.
4. We will not be liable, whether in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise arising out of or in connection with these Terms for any:
 - Economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or
 - Loss of goodwill or reputation; or
 - Special or indirect losses suffered; or
 - Losses arising out of or in connection with the provisions of any matter under these Terms.



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LINKS:

5. Certain (hypertext) links on the Website may lead to sites operated by third parties which are not under our control. When you activate any such links you will leave the Website. These links are provided for your convenience only. We therefore accept no responsibility or liability whatsoever for any of the content, products and/or services (including any hypertext links to further websites) that may be included, advertised or sold on such third party websites.

6. You acknowledge that we do not review or endorse any claims, products and/or services contained on or described on such third party websites. Nor are we responsible (whether directly or indirectly) for any damage, loss or offence you may suffer as a result of accessing such third party websites. Your dealings with, and interest in, any promotions or services found via such links are solely between you and the third party with whom you are dealing, unless we expressly state otherwise.

7. We may make software owned or operated by third-party companies available to you via the Website. You must only use this software in accordance with the terms and conditions imposed by the third-party provider.

REGISTRATION DETAILS:

8. You confirm that the personal details you provide when registering an order as customer or registering as exclusive member of Inmare are complete, accurate and up-to-date. Should your personal details change, please notify us by contacting info@inmare.be.

DAMAGE TO YOUR COMPUTER:

9. While INMARE makes every effort to ensure that this Website is free from any viruses or defects, we cannot guarantee that this Website, or any websites accessed by links from this Website, will not cause damage to your computer. It is your responsibility to ensure that your computer contains the necessary software to protect it from such damage. INMARE shall not be liable to you for any loss or damage to any computer or data occurring as a result of using this Website or any websites accessed by links from this Website.

SECURITY/CONFIDENTIALITY:

10. INMARE takes steps to safeguard the security of information you send to us via this Website by using internet standard encryption technologies (Secure Socket Layer or SSL) to provide a secure environment where appropriate. However, we accept no responsibility for any damage you may suffer as a result of the loss of confidentiality of such information.

EXCLUSION OF LIABILITY:

11. INMARE reserves the right to modify or withdraw (temporarily or otherwise) this Website or modify these Terms from time to time without giving you prior notice. It is your responsibility to read these Terms on each occasion you use the Website. Your continued use of this Website shall signify your acceptance to be bound by the latest Terms.



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INTELLECTUAL PROPERTY:

12. All brand names, product and service names and titles used in this Website are trade marks, trade names or service marks of INMARE or their third party suppliers. No permission is given by INMARE for their use by any other person other than INMARE or its licensors. You may view the Website and place orders via the Website but accept that any other use may constitute an infringement of the holder's rights.

13. All designs, texts, graphics, photos and their selection and arrangement on this Website are the copyright of INMARE or its licensors. Permission is granted to you to copy electronically or print portions of this Website for your own personal, non-commercial use only. Any other use of the materials included on this Website without INMARE's prior written consent is strictly prohibited.

PERSONAL INFORMATION:

14. INMARE agrees to use any personal data that you provide to us via the Website in accordance with our Privacy Policy, which can be viewed at <http://www.inmare.be/privacypolicy/>.

OTHER:

Please note the following:

15. Any failure or delay by either INMARE or yourself to bring legal proceedings in relation to this Website, the Terms and/or any of our products or services, shall not be regarded as a waiver of any rights.

Any waiver in respect of one act or omission shall not operate as a waiver in respect of future acts or omissions.

16. These Terms are not intended, nor shall they operate, to create a partnership or joint venture of any kind between INMARE and you, and nor are you authorised to act as our agent.

17. In relation to the contract between INMARE and you, no other party shall be entitled to exercise any rights contained in it and the provisions of the Contracts (Rights of Third Parties).

18. You may serve any formal notice on INMARE, and INMARE may serve a formal notice on you, by either registered mail only or e-mail, and it will be regarded as formally received by the other on the next day that is not a weekend or a bank holiday. INMARE's contact details are included at <http://www.INMARE.be>.

LAW:

19. These Terms shall be governed by and construed in accordance with Belgium law and any dispute or matter arising out of or in connection with these Terms shall be referred to the exclusive jurisdiction of the Courts of Brussels. If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.