

## TERMS AND CONDITIONS OF USE

*Last updated 1 June, 2024*

In this Terms and Conditions of Use Agreement (“Agreement”, “Terms of Use, or “Terms”), “BEKAERT”, “we”, “us”, or “our” refers to NV BEKAERT SA and its affiliates, specifically including its construction division. BEKAERT provides certain services and the use of our Dramix® Pro Online site (the “Site”) to you subject to the following terms and conditions.

**PLEASE READ THE ENTIRE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE YOU CONTINUE. BY ACCESSING THIS WEBSITE OR USING ANY OF ITS FEATURES, YOU AGREE TO THESE TERMS OF USE AND ARE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS OF USE IN THEIR ENTIRETY. IF YOU DO NOT AGREE PLEASE REDIRECT YOUR BROWSER AND EXIT THE WEBSITE.**

### **1. General**

Welcome to the Site, which is owned and operated by BEKAERT.

At Bekaert, we specialize in transforming steel wire and applying cutting-edge coating techniques to develop high-quality Dramix® steel fibres for concrete reinforcement. As your trusted partner, we collaborate closely to address your most intricate reinforcement challenges. Our commitment extends from top-tier structural engineering to rigorous quality control, ensuring that we deliver solutions that excel in performance, sustainability, safety, economy, and reliability for your projects. Trust Bekaert for optimal value and lasting impact."

### **2. Terms**

This Agreement sets forth guidelines for the use and viewing of our Site. By browsing to the Site, and/or using the software contained therein, you (as a “Visitor”) agree to these Terms of Use. A “Visitor” is defined as any individual browsing the Site and/or using the software contained therein. These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and BEKAERT, concerning your access to and use of the Site as well as any other media form, media

channel, mobile website or mobile application related, linked, or otherwise connected thereto.

BEKAERT reserves the right, at its sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. BEKAERT will post any changes to these Terms of Use on the Site. All changes are effective immediately when we post them and apply to all access to and use of our Site thereafter. Your continued use of our Site following the posting of revised Terms and Conditions of Use means that you accept and agree to the changes. We encourage you to periodically review this page for the latest information on our Terms of Use, as they are binding on you. We will alert you about any changes by updating the “Last updated” date of these Terms, and you waive any right to receive specific notice of each such change. BEKAERT may terminate your right to and deny you access to this Site if, in our sole discretion, you fail to comply with any term or provision of this Agreement, or for any other reason whatsoever.

**By using the Site and Services, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.**

### **3. Privacy Policy**

BEKAERT may collect certain Visitor information that is voluntarily provided by you or with your permission. For example, we may ask you for information, such as your phone number and e-mail address, when you connect with us via contact forms on the Site or when you complete designs using the Dramix® Pro software. When you provide information to BEKAERT in connection with your access to or use of the Site, you agree to provide only true, accurate, current, and complete information.

In addition to these Terms of Use, your personally identifiable information obtained by us from this Site is subject to our Privacy Policy, which you can access here: <https://www.bekaert.com/en/functional/web-privacy-policy>. For more information, please see our Privacy Policy.

### **4. Copyright, Trademark, and Site Mark Information**

This Site and all digital content in any form on the Site, including all software and design tools (each, “Digital Content”) are the exclusive property of

BEKAERT and are protected by copyright, trademark, and other intellectual property laws. Visitors may not modify, transmit, publish, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the Digital Content, in whole or in part.

The BEKAERT logos are proprietary trademarks and may not be used in connection with any product or material that is not provided by BEKAERT, or in any manner that is likely to cause confusion among Visitors, or in any manner that disparages or discredits BEKAERT.

All other trademarks displayed on the Site are the trademarks of their respective owners and may only be used with the permission of the owner. The display of the trademarks of third parties constitutes neither: (i) an endorsement or recommendation of those third parties; nor (ii) an endorsement of BEKAERT by those third parties.

## **5. Notification of Claimed Copyright Infringement**

If you believe that your work has been copied and is accessible on our Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

- a) A description of the copyrighted work that you claim has been infringed.
- b) Identification of the URL or other specific location on the Site where the material you claim is infringing is located.
- c) Your name, address, telephone number, email address, and statement that you are an authorized person to act on behalf of the owner of the copyright.
- d) 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; and

BEKAERT designates the following individual as its agent for receipt of notifications of claimed copyright infringement:

NV BEKAERT SA

Bekaertstraat 2,

8990, Zwevegem

Belgium

Attention: Copyright Notice

By Email: IPD@bekaert.com

## **6. Accessing the Site and Account Security**

We reserve the right to withdraw or amend our Site, and any service or material we provide on our Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of our Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Site, or the entirety of our Site, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to our Site; and ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to our Site or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms and Conditions.

You may not violate or attempt to violate the security of our Site, including, without limitation, (a) accessing data not intended for you or logging on to a

server or an account which you are not authorized to access; (b) using any portion of our Site for unintended purposes or trying to change the behavior of our Site; (c) attempting to probe, scan or test the vulnerability of a system or network or breach security or authentication measures without proper authorization; (d) attempting to interfere with service to any user, host, or network, including without limitation via means of submitting a virus to our Site, overloading, flooding, spamming, mailbombing or crashing; (e) forging any Transmission Control Protocol/Internet Protocol (TCP/IP) packet header or any part of the header information in any email or blog posting; or (f) forging communications on behalf of BEKAERT (impersonating BEKAERT) or to our Site (impersonating as a legitimate user).

You may be prosecuted to the full extent of the law for any violation of these Terms.

## **7. Disclaimer**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER BEKAERT, ITS AFFILIATES, NOR ANY OF ITS RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE OR THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION PROVIDED THROUGH THE WEBSITE. IN ACCESSING THE SITE AND USING TO DRAMIX® PRO SOFTWARE, YOU CONFIRM TO HAVE THE NECESSARY EXPERIENCE, BACKGROUND AND KNOWLEDGE TO COMPETENTLY USE THE SOFTWARE AND ANY RESULTS GENERATED THEREFROM. YOUR USE OF THE DRAMIX® PRO SOFTWARE ACCESSABLE FROM THE SITE, AND ANY DATA OR RESULTS EMULATING THEREFROM, IS SOLEY AT YOUR OWN RISK AND BEKAERT PROVIDES NO REPRESENTATION OR WARRANTY AS TO THE CORRECNESS OF SUCH DATA AND/OR RESULTS.

THE WEBSITE, SERVICES AND INFORMATION ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE

SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.

## **8. Limitation of Liability**

IN NO EVENT WILL BEKAERT, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE OR THE CONTENT INCLUDED THEREIN, BE LIABLE IN CONTRACT, IN TORT (INCLUDING FOR ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE.

## **9. Indemnification**

You agree to defend, indemnify, and hold harmless BEKAERT and its affiliates and their respective directors, members, officers, employees, and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses and expenses (including reasonable attorneys' fees) arising out of your use of the Site and the Dramix® Pro software, including but not limited to, the violation of this Agreement, or infringement of any intellectual property rights.

## 10. Modifications and Interruption to Service

BEKAERT reserves the right to modify or discontinue any services on the Site with or without notice. BEKAERT shall not be liable to a Visitor or any third party should BEKAERT exercise its right to modify or discontinue any service on the Site. Each Visitor acknowledges and accepts that BEKAERT does not guarantee continuous, uninterrupted or secure access to the Site and operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of our operation or control.

## 11. Prohibited Activities

The following actions are not allowed on this Site:

- a) You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful.
- b) You must not attempt to gain unauthorized access to our Site, the server on which our Site is stored, or any server, computer or database connected to our Site.
- c) You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack.
- d) You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- e) You must not establish a link to our Site from any website that is not owned by you; and
- f) Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the homepage.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our Site other than that set out above and in our Privacy Policy, please contact us at [hello@bekaert.com](mailto:hello@bekaert.com).

By breaching any of the provisions above, you would commit a criminal offense. We will report any such behaviour to the relevant law enforcement

authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

### **13. Governing Jurisdiction**

This Agreement will be governed by and construed in accordance with the laws of the Kingdom of Belgium, without regard to any principals of conflicts of law. Any and all services and rights of use hereunder are considered performed in Belgium and you agree that any action at law or in equity that arises out of or relates to BEKAERT or these Terms of Use will be filed only in the courts located in Kortrijk, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

The Site can be accessed from Belgium and from other countries around the world. Although each of these jurisdictions have laws that may differ from those of Belgium, by accessing the Site, if you are located outside of Belgium, you agree that all matters relating to access to, or use of, the Site, or any other hyperlinked website, shall be governed by the laws of Belgium without regard to any principals of conflicts of law.

### **14. Compliance with Laws and International Use**

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use the Site in any way that violates applicable state, federal, or international laws, regulations, or other government requirements. Such laws may include but are not limited to the General Data Protection Regulation (“GDPR”), and the Personal Information Protection and Electronic Documents Act (“PIPEDA”). Please see our <https://www.bekaert.com/en/functional/web-privacy-policy> for information regarding your data privacy rights under those laws.

BEKAERT reserves the right to use any information available by virtue of your use of the Site (including, for example, reverse IP address inquiry) in order to comply with any law, to enforce our Terms of Use or Privacy Policy, or to protect the rights, property or safety of all Visitors. We reserve the right without obligation to review the content of the Site, and other information posted to the Site to determine compliance with our Agreement and



operating rules established by us or our affiliates, and to satisfy any law, regulation or authorized government request.

## **15. Miscellaneous Terms**

These Terms of Use in conjunction with our Privacy Policy constitutes the entire agreement and understanding between us, superseding any prior agreements and understandings, and govern your use of the Site. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. Our failure to enforce or exercise any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is determined to be unlawful, void, or unenforceable for any reason, the other provisions (and any partially enforceable provisions) shall not be affected thereby and shall remain valid and in full force and effect. You agree that these Terms of Use may be assigned by BEKAERT, in our sole discretion, to a third party in the event of a merger or acquisition or change of control. The section titles and headings in these Terms of Use are for convenience only and have no legal or contractual effect.

No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms of Use.

By submitting information to BEKAERT through the Site or otherwise, you are making an inquiry as to services offered by BEKAERT and give BEKAERT permission to contact you through email, fax, telephone, mobile phone, or any means, even if your phone number or mobile number is on a "Do Not Call" list.

Any rights not expressly granted herein are reserved by and for us.

YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

BEKAERT will use commercially reasonable efforts to promptly respond and resolve any problem or question.

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