**CONDITIONS OF USE / Disclaimer**

This website (herein after: ‘the **Website**’) is owned by Th. Vergeer en Zonen B.V. and its associated companies (herein after: ‘**Vergeer**’, ‘**we**‘ and ‘**us**‘) with registered office at Reewal 18, 2811 PT Reeuwijk, the Netherlands, recorded in the register of the Netherlands Chamber of Commerce under number: 29006291.

The following **Conditions of Use** set out the terms under which visitors can use the Website. The use of the Website is also governed by our Privacy Policy [include link] and Cookie Policy [include link]. If you have any questions about these Conditions of Use, please contact marketing@vergeerholland.com.

1. **Scope**
   1. By visiting and using the Website, you accept the Conditions of Use, our Privacy Policy and our Cookie Policy. All these documents can be read, downloaded and printed from www.vergeerholland.com.
   2. If the Website uses services supplied by third parties, the general conditions, and privacy and cookie policies of any such third party may also apply. We are not responsible for the services, and privacy and cookie policies of third parties. If it is possible to participate in promotional activities via the Website, these may be subject to additional conditions. In any situation where there is any discrepancy, these Conditions of Use, and our Privacy Policy and Cookie Policy will take precedence.
   3. We may revise these Conditions of Use from time to time. Your visit to the Website is subject to the Conditions of Use applicable at that time. We request that you check these Conditions of Use each time you visit the Website.
2. **Using the Website**
   1. This Website contains information about Vergeer and our products and services. It is also possible to indicate via the contact form on the Website that you would like to be kept informed of the latest developments at Vergeer, for example via our newsletter. You can also apply via the Website to job vacancies and/or make an unsolicited application.
   2. If you register on the Website, you should be careful to protect your account details and passwords. Never provide this information to other parties. Ensure that your information is always correct and up-to-date. If you suspect that someone else is in possession of this information, you should notify us immediately so that we can block your account. If you do not do this, we cannot be held responsible for any consequences.
3. **Intellectual property rights**
   1. All intellectual property rights and/or comparable rights to the Website, its content, and design, including the underlying software, videos and images belong solely and exclusively to Vergeer, or its licensors. It is not permitted to copy any part of the Website, including videos and images, or to use the brand name of Vergeer without the prior consent of Vergeer. It is also not permitted to frame the Website.
   2. We have the right at any time to make changes to the Website, and to change or delete information.
   3. You must at all times respect the name and reputation of Vergeer and ensure that your use of the Website causes no harm to the rights and/or reputation of Vergeer.
4. **Privacy**
   1. Vergeer processes personal data in accordance with the relevant laws and regulations pertaining to the protection of personal data (privacy). The use of the Website is governed by the Privacy Policy which can be found at [include link].
5. **Liability**
   1. Your use of information or forms is at your own risk. The Website has been created with the greatest possible care. Nevertheless, we cannot guarantee that the Website will always be available or will work free of interruptions, errors or defects, or that the information it provides is complete, accurate and up-to-date. We reserve the right to temporarily or permanently suspend the Website without warning in advance, and no rights may be derived from such action.
   2. We are not liable for the information or its accuracy or other materials or claims that you or any third party provide or post via the Website. We reserve the right to remove certain information or other materials or claims posted on the Website without advance warning.
   3. We are also not liable for loss arising from the use of the Website, or of other websites or social media which you are referred to by, for example, hyperlinks.
   4. The limitations of liability stipulated in this article do not apply if the liability for loss arises from a deliberate act or gross negligence on the part of Vergeer.
   5. Vergeer will use its best endeavours to ensure that the Website remains virus-free. The user is responsible for taking the necessary security measures, such as the use of a virus scanner on electronic equipment, before downloading information or documentation.
   6. Without prejudice to any other provisions herein, you indemnify us against any possible third-party claim resulting from the use of the Website, and the failure to comply correctly or at all your statutory or contractual obligations to us, another Website user, or a third party. You will have to compensate Vergeer for all losses and costs incurred by the company as a result of any such claim.
6. **Applicable law and dispute resolution**
   1. These Conditions of Use are governed exclusively by Dutch law.
   2. Any dispute arising over these Conditions of Use will be brought before the competent court of the Court of Rotterdam.