

Use terms

Last updated: 4 January 2023

PLEASE READ THE FOLLOWING Use terms CAREFULLY BEFORE USING THIS WEBSITE.

WHO WE ARE?

<https://nl.steelcase.com/> (the “Website”) is published and managed by Steelcase GmbH “Gesellschaft mit beschränkter Haftung” a limited company with a capital of 10.500.000 EUR, whose registered office is located at Brienner Strasse 42, 80333 Munich, Germany, registered as a company at the Munich Commercial Register under No. HRB 280914 (hereinafter referred to as “Steelcase” or “we”).

Director of publication: Stephan DERR

Hosting: Steelcase AG, Brienner Straße 42, 80333 Munich, Germany.

You can contact us by e-mail via shopnl@steelcase.com.

ACCESSING THE WEBSITE

The following terms and conditions of use (hereinafter “Use terms”) govern your access to and use of the Website available at <https://steelcasenl.myshopify.com/>; this includes the content, features and services offered on or through the Website.

BY ACCESSING AND USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND BY THE Use terms. If you do not accept the Use terms, you may not consult or use the Website.

The Website is not intended to deliberately collect personal data from children under the age of 16. If you are under the age of 16, please do not use or provide information on the Website or through any of its features. In the event that we discover that we have collected or are seen to collect personal data from a child under the age of 16 without verification of parental consent, we will delete such data.

You can access the Website freely and free of charge, without registering or creating an account beforehand.

We reserve the right to suspend or modify the Website, and any service or feature of the Website, at our sole discretion and without notice. This may result among

other things, in the removal of obsolete content and the correction of technical inaccuracies or typographical errors. We shall not be held liable if, for any reason whatsoever, all or part of the Website is unavailable at any time or for any length of time. We may from time to time restrict access to certain sections of the Website, or even its entirety.

It is your responsibility to take all necessary steps to access the Website and to ensure that all persons accessing it via your internet connection comply with the Use terms after having read them.

To access certain resources on the Website, you may be asked to provide certain information. You undertake to ensure that this data is accurate, up-to-date and exhaustive. You agree that all information you provide when registering on the Website or otherwise, including without limitation, through the use of any of its interactive features, is governed by our Privacy policy and our Cookie policy, and you consent to all actions we take with respect to your information under our [Privacy policy](#) and our [Cookie policy](#).

CHANGES TO THE USE TERMS

We may revise or update the Use terms from time to time at our sole discretion. All modifications come into force as soon as you are informed via our publications and apply to all subsequent consultations and uses of the Website. Your continued use of the Website after publication of a revised version of the Use terms constitutes your acceptance of these modifications, which you will then undertake to respect. You are required to consult this page regularly to be aware of any changes.

INTELLECTUAL PROPERTY RIGHTS

The development of the Website has involved significant investment. The Website and each of its components (such as trademarks, software, texts, displays, images, video and audio files, etc.) are Steelcase' property or its suppliers of such elements and are protected by the regulations applicable in the Netherlands.

USING THE WEBSITE

You must not publicly reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, upload, download, store or transmit any material from our Website, except as follows: (a) you may temporarily store copies of such items in your RAM memory in the event that you access and view such items; (b) you may store files automatically cached by your web browser for

display enhancement purposes; and (c) you may print or download a reasonable number of pages of the Website for your personal, non-commercial use, but not for reproduction, publication or broadcast.

You may not modify copies of any of the elements of the Website, nor may you remove or distort any copyright, trademark or other proprietary rights notices from copies of elements of the Website, nor may you use or access, for commercial purposes, any section of the Website or any service or element available on the Website.

In the event of printing, copying, modification, downloading or any other use or provision of access for anyone to any section of the Website in violation of the Use terms, you will immediately forfeit your right to use the Website and you must, at our discretion, return or destroy any copy of the elements you have made.

No right, title or interest in or to the Website or any content on the Website is transferred to you by implication or otherwise, and all rights not expressly granted are Steelcase' property.

Any use of the Website not expressly authorized by the Use terms constitutes a breach of the Use terms and may constitute a violation of copyright, trademark and other applicable laws.

PROHIBITED USES

You may use the Website only for lawful purposes and subject to compliance with the Use terms.

You may consult and use the Website only on the express condition that you agree not to use the Website: a) in any manner whatsoever in violation of any applicable local or international law or regulation; b) to send or knowingly receive, upload, download, use or reuse any material that does not comply with the content standards set forth herein; (c) by committing any action that may in any way disable, overburden, damage, disrupt, impair or interfere with the proper working of the Website, or that may restrict, hinder or affect the viewing or operation of the Website by any other user; or (d) in any way violate the privacy rights of other users of the Website.

TRADEMARKS

Steelcase' name and all associated names, logos, product and service names, designs and slogans are trademarks of Steelcase and/or its suppliers. You may not

use these marks without the prior written permission of Steelcase or the owner(s) of the respective trademarks.

COPYRIGHT INFRINGEMENT

We take claims of copyright infringement very seriously.

We will respond to claims of alleged copyright infringement in accordance with applicable law.

If you believe that any content or other material accessible on the Website infringes your copyright, you may request removal (or access) to such content or other material by sending written notification to privacy@steelcase.com. Please include the following information in your e-mail:

- Your physical or electronic signature,
- Identification of the copyrighted work that you believe is infringed or, if the request is for multiple works on the Website, a representative list of such works.
- Identification of the item you believe to be in violation, providing details that will enable us to identify the item,
- Appropriate information enabling us to contact you (including your identity, postal address, telephone number and, if applicable, your e-mail address),
- A statement that you have a good faith belief that use of the copyrighted work is not authorized by the copyright owner, its agent, or the law,
- A statement declaring the accuracy of the information contained in the written notification; and
- A statement, under penalty of prosecution for perjury, that you are authorized to act on behalf of the copyright owner.

HYPertext LINK

The hypertext links set up on the Website may take you to websites published by third parties whose content we do not control. Consequently, and insofar as the hypertext links have been included on the Website solely in order to facilitate your navigation on the Internet, the consultation of third-party websites is your choice and your exclusive responsibility.

GEOGRAPHIC RESTRICTIONS

We administer the Website from the Netherlands. We provide the Website for use only by persons located in the Netherlands. We make no claims that the Website or any of its content is accessible or appropriate outside of the Netherlands.

If you access the Website from outside the Netherlands, you do so on your own initiative and are responsible for compliance with local laws.

WARRANTY DISCLAIMER

TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE, ITS CONTENT AND ANY SERVICES OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS AND WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE COMPLETENESS, SECURITY, ACCURACY, RELIABILITY, QUALITY, AVAILABILITY OR OPERATION OF THE WEBSITE OR THE CONTENT OR SERVICES OBTAINED THROUGH THE WEBSITE. WE DO NOT WARRANT THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SOFTWARE AND OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL STEELCASE, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, OR ANY SERVICES OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

USER RESPONSIBILITY

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Steelcase, its affiliates, licensors, suppliers and service providers, and its and their respective officers, directors, employees, agents, successors and assigns from and against any and all damages, claims, liabilities, any judgment, award, loss, costs, expenses or fees (including reasonable attorney's fees) arising out of or relating to your breach of this Use terms or your use of the Website other than as expressly authorized in the Use terms, or your use of any information obtained from the Website.

GOVERNING LAW AND JURISDICTION

All matters relating to the Website and the Use terms and any dispute or claim arising out of or in connection therewith (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws applicable in Netherlands and without regard to its conflict of law rules or principles.

Any legal action, suit or proceeding arising out of or relating to the Use terms or the Website shall be brought exclusively in Netherlands. You waive any objection to the exercise of jurisdiction of such courts in your case and to the jurisdiction of such courts.

WAIVER AND SEVERABILITY

No waiver by Steelcase of any provision of the Use terms shall be deemed a further or continuing waiver of such provision or any other provision, nor shall any failure by Steelcase to enforce any right or covenant under the Use terms constitute a waiver of such right or covenant.

In the event that any provision of the Use terms is held by any court or other competent jurisdiction to be void, unlawful or unenforceable for any reason, such provision shall be severed or limited to the extent necessary to cause the remaining provisions of the Use terms to remain in full force and effect.

ENTIRE AGREEMENT

The [Use terms](#), the [Sale terms and conditions](#) and our [Privacy policy](#) constitute the entire agreement between you and us concerning the use of the Website, within the limits of applicable regulations.