

**PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE USING TRESICAL VIEW.**

By accessing, browsing and/or using TrescalView, you acknowledge that you have read, understood, and agree, to be bound by the present terms of its use and to comply with all applicable laws and regulations, including export and re-export control laws and regulations.

**IF YOU DO NOT AGREE TO BE BOUND BY AND TO COMPLY WITH THESE TERMS, DO NOT ACCESS OR USE TRESICAL VIEW OR DOWNLOAD MATERIAL FROM IT.**

TRESICAL, Intermed and its affiliates, a company incorporated under the laws of the France  
Trescal View: a secured portal in which information can be provided about the testing and calibration services for TRESICAL's customers and customers of TRESICAL's **Affiliates**;  
Customer: a company with whom TRESICAL or one of TRESICAL's **Affiliates** has made an agreement regarding testing and/or calibration services (hereinafter referred to as 'Service Agreement')

**TERMS AND CONDITIONS OF TRESICAL VIEW**

**1. Terms and Conditions**

These Terms and Conditions of Trescal View are applicable in addition to the agreement between TRESICAL or sister-companies of TRESICAL and customer regarding the use of Trescal View (hereinafter referred to as "the Trescal View Agreement") and in addition to the agreement for testing and calibration services between TRESICAL or sister-companies of TRESICAL and customer (hereinafter referred to as "Service Agreement"). In case of any discrepancies between named Agreements, the contents and meaning of the Service Agreement shall prevail.

TRESICAL periodically may update or revise the contents of Trescal View or these Terms and Conditions without notice and therefore you are advised to frequently consult the Trescal View and these Terms and Conditions to be informed of any changes.

**2. Access to Trescal View**

The decision to grant access to Trescal View to any person or organization will be made by TRESICAL at its sole discretion. Access generally is limited to customers of TRESICAL and/or TRESICAL's sister-companies with whom TRESICAL has made a Trescal View Agreement and who require information about the status of the tests TRESICAL is performing for them, the results of such tests and the certificates belonging to the test results. Trescal View is not intended to act as a substitute for the written documentation provided by TRESICAL or her sister-companies regarding the Service Agreement, unless specifically agreed in the Trescal View Agreement and allowed by applicable standards and the law.

**3. Termination**

TRESICAL may deny or terminate access to Trescal View and the services provided on Trescal View at any time and for any reason. Customer may terminate access to and use of Trescal View at any time and for any reason. The provisions regarding Confidentiality, Copyright and License of Service Content, Limitation of Liability, Indemnification, and Disclaimer of Warranty, however, shall survive. TRESICAL specifically reserves the right to seek equitable relief, monetary and all other available remedies and damages for customer's violation of any of these terms and conditions. TRESICAL will use reasonable efforts to inform Customer in good time before any termination.

#### **4. Copyright and License of Service Content**

The entire contents of Trescal View are copyrighted as a collective work under national and international copyright laws. Except as expressly provided below, customer agrees not to copy, redistribute, or publish any part of Trescal View without the prior written consent of an TRESICAL-Officer.

Customer may download material from Trescal View for his use granted by a the Trescal View Agreement, provided that customer maintains all copyright, legends, logos, brand names and other notices contained in such material. Customer may not (a) redistribute that material over any network (including any local area network), (b) disclose that material to any third parties, including subsidiary and affiliated companies; (c) sell that material, or (d) offer for sale that material, except in case of information specifically produced for Customer as part of the Service Agreement. Customer may not post any downloaded material to any other online service (including any bulletin board or the Internet) without the express written permission of TRESICAL. Customer may make: (a) one machine readable copy, (b) one backup copy, and (c) one print copy of any material downloaded from Trescal View.

Customer agrees not to upload or otherwise publish any content that violates any copyright or other third party rights or is libellous, defamatory, obscene, abusive or offensive or which contains any viruses, worms, "trojan horses" or any other harmful programs or items of a destructive nature.

#### **5. Warranty Disclaimer and Limitation of Liabilities**

Trescal View and all of the Information it contains are provided "as is" and without warranty of any kind, whether express or implied. TRESICAL disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, non-infringement and fitness for a particular purpose.

TRESICAL takes all reasonable measures to prevent incorrect or incomplete Information from appearing on this Trescal View, but does not in any way guarantee or warrant (neither explicitly nor implicitly) the technical or typographical accuracy or completeness of the Information. TRESICAL does not in any way guarantee or warrant that Trescal View works without interruption or failures. Although TRESICAL will use all reasonable efforts to secure the access to the portal against un-authorized access or use by third parties, TRESICAL does not in any way guarantee or warrant that third parties can not gain access to the Information on Trescal View. Nor does TRESICAL guarantee or warrant that Trescal View or the server supporting this Trescal View is free of viruses or other harmful programs or items of a destructive nature.

Use of this Trescal View and the provided Information is at your own risk. Insofar as permitted by law, TRESICAL does not accept any liability for injuries, expenses, losses, and/or damages (including but not limited to direct damage, indirect damage, consequential damage, loss of business, additional damage, incidental damage and particular damage, damage to net assets, loss of electronic data, loss of profit, losses incurred, loss of clients, or any other form of damage) resulting in any way whatsoever from information appearing on this Trescal View or any other web site to which this Trescal View is linked, or any use whatsoever and by anybody of this Trescal View, even if TRESICAL is expressly advised of the possibility of such damages.

In addition, with respect to questions, requests for technical support, and other inquiries directed to TRESICAL by customer, TRESICAL does not guarantee that it will respond within a particular time period, or at all, except that TRESICAL will use reasonable efforts to respond within a reasonable time period at its own discretion.

#### **6. Indemnification**

Customer agrees to indemnify, defend, and hold harmless TRESICAL, its predecessors, successors, parent and subsidiary corporations, sister-companies, affiliates, licensors, and their respective officers, directors, employees, and agents from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of the use of Trescal View by customer, including but not limited to these out of the infringements of intellectual property rights of third parties.

## **7. Miscellaneous**

- a. **Governing Law; Forum.** These terms and conditions and the resolution of any dispute arising hereunder shall all be governed and construed in accordance with Dutch law, without regard to any jurisdiction's conflicts of law principles. Any dispute shall be exclusively brought before the District Court of Amsterdam, the Netherlands.
- b. **Confidentiality.** Customer agrees to hold in strictest confidence any information and material it receives in connection with Trescal View, or any related service, or which is related to TRESICAL's business, or which is designated as proprietary and confidential by TRESICAL. Customer agrees to make use of Trescal View only in connection with sharing technical information related to its internal business operations. Customer's obligations of confidentiality under these terms and conditions shall survive after access to Trescal View, and or the Web Site of TRESICAL has been denied and or terminated.
- c. **Entire terms and conditions.** These terms and conditions constitutes the entire terms and conditions of the parties on the subject matter of these terms and conditions and supersedes all prior agreements and understandings related to Trescal View. These terms and conditions, however, do not modify any existing agreements between Parties or agreements or Parties may enter into subsequent agreements hereto. All amendments must be in writing signed by both parties.
- d. **No Waiver.** No waiver of any breach of these terms and conditions shall constitute a waiver of a subsequent breach.
- e. **Attorneys' Fees.** TRESICAL shall have the right to collect from customer its reasonable expenses incurred in enforcing these terms and conditions, including attorneys' fees.
- f. **Severability.** If any provision of these terms and conditions is held invalid or unenforceable by a court or agency of competent jurisdiction, the remaining provisions shall nevertheless remain valid.
- g. **Notices.** TRESICAL may deliver notices on Trescal View, by electronic mail on the Internet or by written communication to the customer's registered address. Customers may give notice to TRESICAL by electronic mail to [info.intermes@trescal.com](mailto:info.intermes@trescal.com) or by written communication to TRESICAL's registered address.

Latest version

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