

Standard Licence Terms

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IT IS AGREED:

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 1. the proper installation of the BIM Content on the Licensee's computers and any computers of its employees;
 2. the proper distribution of updates and BIM Content related communications within its company;
 3. as and when notified to do so by Wavin, installing any updates to the BIM Content;
 4. the provision of any additional information necessary for Wavin to confirm the identity of Licensee; and
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2. The Licensee warrants that in using the BIM Content, it shall observe and strictly follow the instructions of Wavin and fully comply with the applicable standards and regulations as imposed by local authorities. The Licensee acknowledges that routing logic (connection possibilities) as included in a design developed using the BIM Content may conflict with local regulations. In such case the Licensee shall adapt the design of the Solution to comply with local regulations.
3. The Licensee shall notify Wavin of any third party's unauthorized use of the BIM Content and threatened infringement of the Intellectual Property Rights pertaining thereto as soon as the Licensee becomes aware of such (potential) unauthorized use or infringement. The Licensee shall supply free of charge all information which it or Wavin considers to be necessary and desirable in order to take action against such attack or infringement. Licensee shall fully cooperate with and assist Wavin and its Affiliates to enforce or defend the BIM Content and any Intellectual Property Rights pertaining thereto.
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 2. The Licensee accepts responsibility for the selection of the BIM Content to achieve its intended results and acknowledges that the BIM Content has not been developed to meet the individual requirements of the Licensee.
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 4. All references to "Wavin" in this Clause 5 shall, for the purposes of this clause, be treated as including all employees, subcontractors and suppliers of Wavin and its Affiliates, all of whom shall have the benefit of the exclusions and limitations of liability set out in this Clause, in accordance with Clause 8.
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1. Wavin may terminate these Standard Licence Terms at any time without consequence and with immediate effect upon written notice to the Licensee.
 2. Any provision of these Standard Licence Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Standard Licence Terms shall remain in full force and effect.
 3. Termination of these Standard Licence Terms shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these Standard Licence Terms which existed at or before the date of termination.
 4. On termination:
 1. all rights granted to the Licensee under this licence shall cease;
 2. the Licensee shall cease all activities authorised by this licence;
 3. the Licensee shall immediately destroy or return to Wavin (at Wavin's option) all copies of the BIM Content then in its possession, custody or control and, in the case of destruction, certify to Wavin that it has done so.
7. Confidentiality and publicity
1. The Licensee shall, during the term of this licence and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this licence) nor without the prior written consent of Wavin disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value relating to the BIM Content) which may become known to the Licensee from Wavin and which relates to Wavin or any of its Affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this licence, or subsequently comes lawfully into the possession the Licensee from a third party. The Licensee shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.
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1. Wavin and the Third Party Licensors may enforce these Standard Licence Terms subject to and in accordance with this Clause 8 and the Contracts (Rights of Third Parties) Act 1999.
 2. It is agreed that these Standard Licence Terms are intended to confer a benefit on Wavin and the Third Party Licensors by making the exclusions and limitations of liability available to them, provided that the rights of such Third Party Licensors under this licence shall only be enforceable by Wavin on their behalf. Wavin will owe no duty to them to enforce such rights and it may conduct or compromise any relevant proceedings as it sees fit.
 3. Except as provided in Clause 8.1 and Clause 8.2, a person who is not a party to these Standard Licence Terms shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Standard Licence Terms, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
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 2. **Notices:** To contact Wavin, please email info@wavin.com.
 3. **Waiver:** The failure to exercise or delay in exercising a right or remedy of a party under these Standard Licence Terms shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach of these Standard Licence Terms shall constitute a waiver of any subsequent breach of the same or any other provision.
 4. **Entire Agreement:** These Standard Licence Terms constitute the entire agreement and understanding between the parties relating to its subject matter and supersedes any other agreement or understanding (written or oral) between the parties relating to the same.
 5. **Governing Law and Jurisdiction:** If the Licensee's registered head office is in one of the following countries: Belgium, Czech Republic, Denmark, Germany, Hungary, Netherlands, Norway, Sweden or England and Wales, then these Standard Licence Terms shall be exclusively governed by the laws of the country in which the Licensee's registered head office is located and any disputes shall be brought exclusively before the competent court in that country.
 6. If the Licensee's registered head office is not in one of the countries listed in Clause 9.5, then Dutch law shall apply exclusively and any dispute arising from or in connection with these Standard Licence Terms shall be finally settled in accordance with the rules of the Netherlands Arbitration Institute by one arbitrator designated in accordance to said rules. The place of arbitration shall be Rotterdam, Netherlands. The arbitration shall be held in the English language.
 7. For all purposes, this English language version of these Standard Licence Terms shall be the original, governing instrument and understanding of the parties. In the event of any conflict between this English language version of these Standard Licence Terms and any subsequent translation into any other language, this English language version shall govern and control.



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