

Standard Licence Terms

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IT IS AGREED:

1. Interpretation

1. In these Standard Licence Terms the following terms shall have the following meanings: "**Affiliate**" means any business entity from time to time controlling, controlled by, or under common control with, either party; "**BIM Content**" means as downloaded from the Websites: a) any BIM files; and b) the plug-in tool which supports the BIM files; "**Intellectual Property Rights**" means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world; "**Licensee Data**" means contact details submitted by the Licensee using the Websites and details of any BIM Content downloaded by the Licensee; "**New Version**" means any new version of the BIM Content which from time to time is made available by Wavin in the course of its normal business; "**Third Party Licensors**" means Wavin's Affiliates or other third parties who have licensed or assigned Intellectual Property Rights in the BIM Content to Wavin; and "**Wavin Solution**" means a modelled design consisting of Wavin parts, which is created using the BIM files; and "**Websites**" means any websites owned by Wavin which enable users to download the BIM Content.

2. Licence

1. The Licensee acknowledges that all Intellectual Property Rights in the BIM Content belong and shall belong to Wavin or the relevant Third Party Licensors (as the case may be).
2. Subject to the provisions of these Standard Licence Terms, Wavin grants to the Licensee a free of charge, revocable, non-exclusive and non-transferable licence to download, install and use the BIM Content.
3. Except as expressly stated in this Clause 2, the Licensee has no right (and shall not permit any third party) to:
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 2. copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the plug-in element of the BIM Content in whole or in part;
 3. copy or distribute the BIM files in whole or in part to any third party, to the extent that they do not form part of a Wavin Solution; or
 4. exploit any of the BIM Content for any commercial purpose whatsoever.
4. The Licensee shall not (and will ensure its employees shall not):
 1. sub-license, assign or novate the benefit or burden of this licence in whole or in part;
 2. allow the BIM Content to become the subject of any charge, lien or encumbrance; or
 3. remove, alter or destroy any proprietary, trademark or copyright notices placed upon or contained within the BIM Content; or
 4. deal in any other manner with any or all of its rights and obligations under this licence.
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 2. amend these Standard Licence Terms. Every time you wish to use the BIM Content, please check these terms to ensure you understand the terms that apply at that time.

3. Rights and Obligations of the Parties

1. The Licensee will be responsible at all times for:
 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
 5. promptly notifying Wavin of any failures in the BIM Content and supplying information and assistance to Wavin or any parties engaged by Wavin to explain and replicate the problem.
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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5. Wavin is entitled to store and use Licensee Data for the purposes of these Standard Licence Terms and in accordance with the terms of its Privacy and Cookie Statement, as if the Licensee and/or its employees were visitors to the Websites.

4. No Warranty

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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.
5. Limitation of Liability
1. The Licensee acknowledges that other than as set out in Clause 3.2, Wavin does not control, observe, review or otherwise support the Licensees' use of the BIM Content.
 2. To the fullest extent permitted by law, Wavin shall not be liable to the Licensee for any losses, expenses, costs or damages of whatsoever nature, whether direct or indirect, arising out of or resulting from the use of the BIM Content.
 3. At its sole cost and expense, the Licensee agrees to defend, indemnify and hold Wavin harmless from and against all loss, costs, expenses (including legal fees), damages and liabilities, irrespective of its cause, resulting directly or indirectly from the conduct of the Licensee, its Affiliates or its employees in relation to the BIM Content.
 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.
6. Duration and termination
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.
8. Rights of Third Parties
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.
9. General
1. **Severability:** Should any provision of these Standard Licence Terms be or become invalid, the validity of the other provisions of this licence shall not be affected. The parties undertake to agree a valid provision which comes as close as possible to the meaning/intent of the ineffective provision.
 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.

