

## **Terms of Use for SKF Digital Content**

These Terms of use for SKF Digital Content ("Terms of Use") regulate the use of SKF Digital Content made available via this zip-file and/or excel spreadsheet including any updates and/or modifications thereof made available from SKF.

By accessing, saving, copying, modifying, making available and/or otherwise using SKF Digital Content, the SKF authorized distributor ("Distributor") that you act as a representative for agree to be bound by these Terms of Use. If the Distributor do not agree to be bound by these Terms of Use the SKF Digital Content should be deleted and made unusable for such Distributor.

The "SKF Digital Content" made available under these Terms of Use include product content for SKF products including technical data, product descriptions and product images. All or parts of the SKF Digital Content is protected by intellectual property rights belonging to SKF and/or its licensors including copyrights. Any rights not explicitly granted to the Distributor in these Terms of Use remains the exclusive rights of SKF.

## **Limited License for Commercial Use**

## What you can do:

SKF grants the Distributor a non-exclusive, non-transferable, royalty free, worldwide license to use the SKF Digital Content for advertising purposes such as in promotion material, brochures, web sites and web shops in relation to the Distributor's resale of SKF products, services, and/or design engineering tools performing simulations and/or calculations on SKF products (the "License"). The License is limited to use in relation to promotion of SKF products, services and/or design engineering tools in the Distributor's ordinary business activities.

The License also give the Distributor the right to copy, change the size of images, amend and/or alter the product descriptions (as long as the text still represents and accurately describes the relevant SKF product and its features) and make the SKF Digital Content available to the public for the sole purposes set out above.

## What you may not do:

The License do not permit the Distributor to:

- resell (or transfer) and/or relicense (or sub-license) SKF Digital Content,
- change, modify or alter SKF images (including to remove any copyright markings in or on such SKF Digital Content) other than what is set forth under the heading "what you can do",
- use SKF Digital Content (especially images) in relation to the marketing, presentation or distribution of products from other brands,
- incorporate SKF Digital Content into trademarks or logos,
- make SKF Digital Content available for download from the web,



- make SKF Digital Content extractable from a design engineering tool, and
- take any other action not set out under the heading "What you can do".

## **No Warranty**

There is no warranty, express or implied, in relation to the SKF Digital Content. The SKF Digital Content is licensed on an "as is" basis. SKF does not warrant the correctness of the SKF Digital Content nor any other features as set out in the SKF Digital Content. SKF and any of its affiliates liability under these Terms of Use shall in no event exceed 10 000 EUR.

AB SKF, nor any of its affiliates, will be liable for any claims, incidental, consequential or other damages arising out of or in connection with the Distributor's use under the License or these Terms of Use or a Distributor's usage, or any third parties usage of or reliance upon, the SKF Digital Content. Thus, the Distributor will indemnify AB SKF and any of its affiliates from and against any and all claims resulting from the Distributor's use under the License or these Terms of Use.

#### **Miscellaneous**

This License is contingent upon the Distributor's compliance with SKF's reasonable instructions on the usage of SKF Digital Content. SKF reserves the right to make changes, updates and/or additions to these Terms of Use. The Distributor's continued use of the SKF Digital Content will constitute and acceptance of such changes, updates and/or additions.

## **Termination**

SKF may terminate the License and/or these Terms of Use (and thus the Distributor's right to use SKF Digital Content), a) if the Distributor is no longer an SKF authorized distributor, b) with three (3) months written notice (whereas notice published on the Distributor Web Portal shall be considered written notice), or c) if SKF finds, in its reasonable opinion, that the Distributor is in breach of these Terms of Use.

# **Governing Law and Arbitration**

These Terms of Use will be governed by the law and have the same dispute resolution mechanism as set out in the Distribution Agreement between the Distributor and a relevant SKF Company.

If no such agreement exists the laws of the country in which the SKF Company making the SKF Digital Content available to the Distributor is registered shall apply and any dispute, controversy or claim arising out of or in connection with these Terms of Use, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce where the seat of arbitration shall be Gothenburg.