

Terms and Conditions

IMPORTANT LEGAL NOTICE

ATTENTION: This legal notice applies to the entire contents of the website accessible at www.engineeringsupermarket.co.uk (the "**Site**") and to any correspondence by e-mail between us and you. Please read these terms carefully before using the Site. Using the Site indicates that you accept these terms and conditions regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Site. This notice is issued by Engineering Supermarket Directory Limited (the "**Company**").

1. Introduction

1. You may access most areas of the Site without registering your details with us. Certain areas of the Site are only open to you if you register.
2. By accessing any part of the Site, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Site immediately.
3. The Company reserves the right to modify, add to or change these Terms and Conditions, our Privacy Policy, and any other policies at any time without notice. Any such modifications, additions or changes will be effective immediately on being posted to the Site. Continued use of the Site after a modification, addition or change has been made is your acceptance of the modification, addition or change.

4. Licence

1. You are permitted to print and download extracts from the Site for your own personal use on the following basis:
 1. no documents or related graphics on the Site are modified in any way;
 2. no graphics on the Site are used separately from accompanying text;
 3. the Company's copyright and trade mark notices and this permission notice appear in all copies; and
 4. that you do not, sell, rent, lease, license, sublicense, grant any rights in, transfer, distribute, time-share or otherwise assign to any third party any portion of the Site.

5. You acknowledge that, the copyright, trade marks, service marks, patents, database rights and other intellectual property rights in all material on the Site (including without limitation photographs and graphical images) are owned by the Company or its licensors. For the purposes of this legal notice, any use of extracts from the Site other than in accordance with paragraph 2.1 above for any purpose is prohibited. If you breach any of the terms in this legal

notice, your permission to use the Site automatically terminates and you must immediately destroy any downloaded or printed extracts from the Site.

6. Subject to paragraph 2.1, no part of the Site may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the Company's prior written permission.

7. Any rights not expressly granted in these terms are reserved.

8. If you breach any of these Terms and Conditions, your authorisation to use the Site automatically terminates and you must immediately destroy any downloaded or printed materials.

9. Third Party Intellectual Property rights

1. The copyright, trade marks, service marks, patents, database rights and other intellectual property rights belonging to third parties, as indicated, remain vested with such third parties.

2. The Company's display of any third party intellectual property rights, including trade marks, on the Site in such a manner as is intended for the benefit of the relevant intellectual property owner to help identify the owner's entry in the directory and the Company intends no infringement of any rights in such intellectual property rights in displaying these on the Site. In the event that any third party intellectual property owner wishes the Company to remove such information, they may make a request in writing to the Company and the Company will comply with such a request as soon as practicable.

3. The appearance or absence of products, services, companies, organisations, home pages or other websites on this Site does not imply any endorsement or non-endorsement thereof by the Company nor does it imply in anyway that the Company is in any way associated with or connected to the proprietor of such third party rights.

4. Service access

1. While the Company endeavours to ensure that the Site is normally available 24 hours a day, the Company shall not be liable if for any reason the Site is unavailable at any time or for any period.

2. Access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

3. Visitor material and conduct

1. Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to the Site shall be considered non-confidential and non-proprietary. The Company shall have no obligations with respect to such material. The Company and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.

2. You are prohibited from posting or transmitting to or from the Site any material:

1. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory,

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Tuesday, 07 July 2009 14:37

blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

2. for which you have not obtained all necessary licences and/or approvals; or
3. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
4. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

5. You may not misuse the Site (including, without limitation, by hacking).

6. The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of paragraph 5.2 or paragraph 5.3.

7. The content of all advertising on the site is the responsibility of the advertiser and the Company nor its affiliates shall be held responsible for any statements, opinions or advice they may contain.

8. In the event that you consider the content of any advertising page posted on the Site to be incorrect, offensive or in breach of our terms you can contact Engineering Supermarket as directed by clicking "Contact Engineering Supermarket" at the foot of every page.

9. We may restrict, suspend or terminate your access to the Site if we believe that you have breached these terms at any time. Any such restriction, suspension or termination will be without prejudice to any rights which we may have against you in respect of your breach of these terms. We may also remove any sections or features of the Site at any time, at our sole discretion.

10. We do not vet any information received from Third Parties before it is posted onto the Website and hereby exclude all liability in relation to such information in so far as it is permitted by law.

11. Links to and from other websites

1. You may create links to the Site.
2. We do not provide any third party links from the Site.

3. Registration

1. Each registration is for a single user only. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network.

2. Responsibility for the security of any passwords issued rests with you.

3. Disclaimer

1. Whilst every reasonable effort has been made to ensure that the information on the Site is correct, the Company does not warrant the accuracy and completeness of the material on the

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Site. The Company may make changes to the material on the Site, or to the products and prices described in it, at any time without notice. The material on this Site may be out of date, and the Company makes no commitment to update such material.

2. The material on the Site is provided on an "as is" basis, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with this Site on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to the Site.

3. Liability

1. The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Site), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with this Site in any way or in connection with the use, inability to use or the results of use of this Website, any websites linked to this Site or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Website or your downloading of any material from this Website or any websites linked to this Website.

2. Nothing in this legal notice shall exclude or limit the Company's liability for:

1. death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or
2. fraud; or
3. misrepresentation as to a fundamental matter; or
4. any liability which cannot be excluded or limited under applicable law.

5. If your use of material on this Site results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

6. Governing law and jurisdiction

This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.

7. Registered Company Details

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