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ZIEBE LTD TERMS OF WEBSITE USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

Information About Us

Ziebe.co.uk ("Site"), is operated by Ziebe Limited ("we"; "us"; "our"). We are registered in England and Wales under company number 04286563, our registered office is at 4 Marroway, Weston Turville, Buckinghamshire, HP22 5TQ. Our trading address is at Westcott Venture Park, Westcott, Buckinghamshire, HP18 0XB. Our VAT number is GB 797 4078 73

Terms of Website Use

These Terms of Website Use ("Terms") (together with the documents referred to in them) explain how you may use our Site, whether as a guest or a registered user. Use of our Site includes accessing, browsing, or registering to use our Site. Please read these Terms carefully before you start to use our Site, as these Terms will apply to your use of our Site. We recommend that you print a copy of these Terms for future reference. By using our Site, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you should stop using our Site immediately. If you have any questions about our Site, please contact us by email at sales@ziebe.co.uk

Other Applicable Terms

Your use of the Site means that you consent to, and must also comply with, our Privacy Policy www.ziebe.co.uk If you purchase goods from our Site, our Conditions of Sale will apply to the sales and take precedent over any terms of purchase that you may have.

Changes to These Terms

We may revise these Terms at any time by amending this page. Please check this page periodically to note any amendments and or changes made, as they are binding on you.

Changes to Our Site

Our Site may be amended from time to time, and the content changed at any time. Please also note that any of the content on our Site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our Site, or any content on it, will be free from errors or omissions.

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Our Site is made available free of charge. We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. Access to our Site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Site without notice. We will not be liable to you if for any reason our Site is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to our Site. However, we seek to make our Site as accessible as possible. If you have any difficulties using our Site, please contact us at sales@ziebe.co.uk

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them. Our Site is directed to people residing in the United Kingdom. We do not represent that content available on or through our Site is appropriate or available in other geographical locations. We may limit the availability of our Site or any service or product described on our Site to any person or geographic area at any time. If you choose to access our Site from outside the United Kingdom, you do so at your own risk.

Your Account and Password

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. we have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at **sales@ziebe.co.uk**

Intellectual Property Rights

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No Reliance on Information

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site. Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up-to-date.

Limitation of Our Liability

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site or any content on it, whether express or implied. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Site; or
- use of or reliance on any content displayed on our Site.
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any website linked to it. We assume no responsibility for the content of websites linked on our Site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods to you, which will be set out in our Conditions of Sale www.ziebe.co.uk

Submitting content to the Site

While we try to make sure that our Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any information that you regard as confidential, commercially sensitive or valuable.

Any content you upload to our Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our Site. The views expressed by other users on our Site do not represent our views or values. You are solely responsible for securing and backing up your content.

Viruses

We do not guarantee that our Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our Site. You should use your own virus protection software. You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

Linking To Our Site

You may link to the home page of our Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on our Site other than that set out above, please contact sales@ziebe.co.uk Hyperlinks and third party sites: Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

Variation

No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our new Terms will be displayed on the Site and by continuing to use and access the Site following such changes you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

Applicable Law

These Terms, their subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Trade Marks

The use of any trade marks or trade names on the Site is <u>strictly prohibited</u> unless you have our prior written permission.

Online Dispute Resolution
You should contact the European Commission's Online Dispute Resolution service