

# Website terms & conditions of use

## I. TERMS OF USE

These terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website i.e. <https://www.markes.com/> and the mobile version of our website /mobile/ (our sites), whether as a guest or a registered user. Use of our sites includes accessing, browsing, or registering to use our sites.

Please read these terms of use carefully before you start to use our sites, as these will apply to your use of our sites. By using our sites, you confirm that you accept these terms of use and that you agree to comply with them.

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

If you do not agree to these terms of use, you must not use our sites.

## II. Other Applicable Terms

These terms of use refer to the following additional terms, which also apply to your use of our sites:

Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our sites, you consent to such processing and you warrant that all data provided by you is accurate.

If you purchase goods from our sites, our Terms and Conditions of Sale will apply to the sales.

All of these are available on our sites here: <https://www.markes.com/information/terms-and-conditions.aspx>

## III. INFORMATION ABOUT US

Markes International Limited makes no warranties, representations or undertakings about:

- (1) any of the content of this website (including, without limitation, any as to the quality, accuracy, completeness or fitness for purpose of any such content). The information on this website does not constitute advice or recommendation; or
- (2) any content of any other web-site referred to or accessed by hypertext links or otherwise through this web-site ('Third Party Site').

Markes shall not be liable for damages, losses (whether direct, indirect or consequential), expenses, liabilities, loss of profits or costs resulting from the use of, access to, or reliance upon the information given by its employees, agents or subcontractors in relation to, contained in or available through, its website.

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Markes does not warrant that functions, materials and information available on this website (and/ or linked to this website) will be uninterrupted or error free, that defects will be corrected, or that this website or its server are free of viruses or bugs and other items of a destructive nature. The website user is responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy particular requirements for the accuracy and security of the data input and output.

## IV. CHANGES TO OUR SITE

We may update our sites from time to time and may change the content at any time. However, please note that any of the content on our sites may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our sites, or any content on them, will be free from errors or omissions.

## **V. ACCESSING OUR SITE**

Our sites are made available free of charge.

We do not guarantee that our sites, or any content on them, will always be available or be uninterrupted. Access to our sites is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our sites without notice.

We will not be liable to you if for any reason any of our sites is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our sites.

You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **VI. 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 of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by phone on (01443) 230935 or email [orders@markes.com](mailto:orders@markes.com)

Please note to reset your password or obtain your username you must follow the links on our website.

## **VII. INTELLECTUAL PROPERTY RIGHTS**

We, or members of the Group, are the owner or the licensee of all intellectual property rights in our sites (including copyright, trade marks, design rights, patents or other intellectual property rights), and in the material published on it. Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.

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If you print off, copy or download any part of our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **VIII. NO RELIANCE ON INFORMATION**

All information and materials contained on the websites have been prepared solely for the purpose of providing general information about Markes and the products and (where relevant) services which Markes sells. All such information and materials published on the websites are provided in good faith as a convenience to you and may be used for information purposes only and at all times in accordance with these Terms of Use. 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 sites.

Although we make reasonable efforts to update the information on our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites is accurate, complete or up-to-date.

## **IX. LIMIT OF OUR LIABILITY**

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our sites or any content on them, 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 sites; or use of or reliance on any content displayed on our sites.

If you are a business user, please note that in particular, we will not be liable for: 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.

Our business is the provision of goods to businesses, not to consumers. If you are a consumer user, please note that we only provide our sites for domestic and private use. You agree not to use our sites for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We assume no responsibility for the content of websites linked on our sites. 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 Website Terms and Conditions of Sale.

## **X. 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. We will report any such breach to the relevant law enforcement authorities and we will co-operate 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.

## **XI. LINKING TO OUR SITE**

You may link to our home page, 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. You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

## **XII. THIRD PARTY LINKS AND RESOURCES IN OUR SITE**

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 the contents of those sites or resources.

## **XIII. GENERAL**

The failure or delay of Markes to exercise or enforce any right in these terms does not waive Markes' right to enforce that right.