

## Website Terms and Conditions

### IMPORTANT LEGAL NOTICE

ATTENTION: This legal notice applies to the entire contents of the Website under the address [www.glenair.co.uk](http://www.glenair.co.uk) and to any correspondence by e-mail between us and you. Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Website. This notice is issued by Glenair UK Ltd.

### 1. INTRODUCTION

1.1 You may access most areas of the Website without registering your details with us. Certain areas of the Website are only open to you if you register.

1.2 By accessing any part of the Website, 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 Website immediately.

1.3 The Company may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages of the Website.

### 2. LICENCE

2.1 You are permitted to print and download extracts from the Website for your own use on the following basis:-

- (a) no documents or related graphics on the Website are modified in any way
- (b) no graphics on the Website are used separately from the corresponding text; and
- (c) the Company's copyright and trade mark notices and this permission notice appear in all copies.

2.2 Unless otherwise stated the copyright and other intellectual property rights in all materials on the Website (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 Website other than in accordance with clause 2.1 for any purpose is prohibited. If you breach any of the terms of this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website

2.3 Subject to Clause 2.1 no part of the Website 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.

2.4 Any rights not expressly granted in these terms are reserved

### **3 SERVICE ACCESS**

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

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

### **4 VISITOR MATERIAL AND CONDUCT**

4.1 Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website 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

4.2 You are prohibited from posting or transmitting to or from the Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

(b) for which you have not obtained all necessary licences and/or approvals; or

(c) 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 any country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, harmful components, corrupted data or other malicious software or harmful data or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware.)

4.3 You may not misuse the Website including, without limitation, by hacking.

4.4 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 clause 4.2 or clause 4.3

## **5. LINKS TO AND FROM OTHER WEBSITES**

5.1 Links to a third party website on the Website are provided solely for your convenience. If you use these links you leave the Website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their contents or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

5.2 If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website and subject to the following conditions:

- (a) you do not remove, distort or otherwise alter the size or appearance of the Glenair logo;
- (b) you do not create a frame or any other browser or border environment around the Website;
- (c) you do not in any way imply that the Company is endorsing any products or services other than its own;
- (d) you do not misrepresent your relationship with the Company nor present any other false information about the Company;
- (e) You do not otherwise use any Glenair trademarks displayed on the Website without express written permission from the Company;
- (f) you do not link from a website that is not owned by you; and
- (g) your website does not contain contents that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with the applicable laws and regulations

5.3 The Company expressly reserves the right to revoke the right granted in clause 5.2 for breach of these terms and to take any action it deems appropriate

5.4 You shall fully indemnify the Company for any loss or damage suffered by the Company or any of its group companies for breach of clause 5.2

## **6. REGISTRATION**

6.1 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.

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

## **7. DISCLAIMER**

7.1 While the Company endeavours to ensure that the information on the Website is correct, the company does not warrant the accuracy and completeness of the material on the Website. The Company may make changes to the material on the Website, or to the products and prices described in it, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material

7.2 The material on the Website is provided “as is”, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions and other terms including, without limitation, the conditions implied by law for satisfactory qualities, fitness of purpose and the use of reasonable care and skill OR the implied terms of the laws of England and Wales, which, but for this legal notice, might have effect in relation to the Website.

## **8. LIABILITY**

8.1 The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), 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 the Website in any way or in connection with the use, inability to use the results of use of the Website, any websites linked to the Website 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 the Website or your downloading of any material from the Website or any websites linked to the Website

8.2 Nothing in this legal notice shall exclude or limit the Company’s liability for:

(a) death or personal injury caused by negligence as such term is defined by the Unfair Contract Terms Act 1977; or

(b) fraud; or

(c) misrepresentation as to a fundamental matter; or

(d) any liability which cannot be excluded or limited under applicable law.

8.2 if your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

## **9. GOVERNING LAW AND JURISDICTION**

This legal notice shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts. This page (together with the documents referred to on it)

## **ACCEPTABLE USE POLICY**

This acceptable use policy sets out the terms between you and us under which you may access our website (our site). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms and conditions of website use.

www.glenair.co.uk is a site operated by Glenair UK Ltd. We are registered in England and Wales under company number 6288091 and we have our registered office at 40 Lower Oakham Way, Mansfield, Notts., NG18 5BY, UK. Our main trading address is the same address as our registered address. Our VAT number is 118471864. ]

## **PROHIBITED USES**

You may use our site only for lawful purposes. You may not use our site :

In any way that breaches any applicable local, national or international law or regulation.

In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

For the purpose of harming or attempting to harm minors in any way.

To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards

To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

To knowingly transmit any data, send or upload any material that contains viruses, logic bombs, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, harmful components, corrupted data or other malicious software or harmful data or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.

Not to access without authority, interfere with, damage or disrupt:

Any part of our site;

Any equipment or network on which our site is stored;

Any software used in the provision of our site; or

Any equipment or network or software owned or used by any third party.

## **INTERACTIVE SERVICES**

We may from time to time provide interactive services on our site, including, without limitation :

Chatbot,

Bulletin boards,

(Interactive services)

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

## **CONTENT STANDARDS**

These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole. Contributions must:

Be accurate (where they state facts).

Be genuinely held (where they state opinions).

Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

Contain any material which is defamatory of any person.

Contain any material which is obscene, offensive, hateful or inflammatory.

Promote sexually explicit material.

Promote violence.

Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

Infringe any copyright, database right or trade mark of any other person.

Be likely to deceive any person.

Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.

Promote any illegal activity.

Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.

Be likely to harass, upset, embarrass alarm or annoy any other person.

Be used to impersonate any person, or misrepresent your identity or affiliation with any person.

Give the impression that they emanate from us, if this is not the case.

Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

### **SUSPENSION AND TERMINATION**

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

Immediate, temporary or permanent withdrawal of your right to use our site

Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.

Issue of a warning to you.

Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.

Further legal action against you.

Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use of policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

### **CHANGES TO THE ACCEPTABLE USE POLICY**

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

Glenair UK Ltd ("We") are committed to protecting and respecting your privacy.

Please read the separate privacy policy, which can be accessed via the useful links section on the home page of our website [www.glenair.co.uk](http://www.glenair.co.uk)

