

Bartington Instruments Website Terms of Use

Thanks for your interest in Bartington Instruments. This page sets out the terms and conditions on which we provide our users with access to our website at www.bartington.com (which we will refer to as our **Site**) and the content on our Site. **By using our Site you are agreeing to these Terms of Use.**

In addition to these Terms of Use, our Privacy Notice describes the personal data which we may collect from users of our Site, and from other individuals with whom we deal, and explains how we may use it. It also describes how our Site makes use of cookies.

1. Who We Are

- 1.1 In all of our Terms **we** and **us** means Bartington Instruments Ltd, a limited company registered in the United Kingdom under registration number 01938710 whose registered office address is at 10 Thorney Leys Business Park, Oxfordshire, England OX28 4GG.
- 1.2 If you have any questions, comments or requests regarding these Terms of Use or any concerns about any material featured on our Site, please contact us:
 - (a) by post at 5 Thorney Leys Business Park, Witney, Oxon OX28 4GE;
 - (b) using the contact form on the Site;
 - (c) by telephone at +44 (0)1993 706 565; or
 - (d) by email at sales@bartington.com.

2. Your Obligations

- 2.1 There are a few general obligations and provisions that will apply to all users of our Site, as follows:
 - (a) you may only use our Site for lawful purposes. You may not use it in any way that breaches any local or international law, for the purposes of fraud, or to transmit unsolicited advertising or spam; and
 - (b) you must not misuse our Site by introducing viruses or other malicious code to it or to our systems, nor try to gain unauthorised access to it or them, to any related systems or servers, or to any related source code. You must not attack our Site through DDOS or otherwise. As you probably know, breaching this provision would be a criminal act, which may oblige us to report you to law enforcement and provide them with such information as we may have about you.

3. Intellectual Property Rights and Use of Our Content

- 3.1 **Rights in our content.** The intellectual property rights in all of the content on and in our Site belong either to us, or to whomever licensed that content to us. That content is protected by copyright laws and treaties throughout the world. All rights are reserved.
- 3.2 **Trade mark rights.** Our trade marks, including BARTINGTON and others, are proprietary to us and may not be used without our approval. Details of our other trade marks are set out at <http://www.bartington.com/trademarks>.
- 3.3 **Use of Our Content**
 - (a) You may print off one copy, and may download extracts, of the content on our Site for your individual use (whether personal or professional). You may not resell, publish or

further disseminate that content, including within your organisation, without our prior written consent. If you wish to make any broader use of our content, please contact us using the details above so that we may discuss your requirements.

- (b) You may not modify our content, and may not remove or alter any copyright or confidentiality notice contained in it. Our status (and that of any contributors) as the authors of content on our Site must always be acknowledged.
- (c) Our content is provided "as is". We do not give any warranty as to the accuracy or completeness of any information comprised on our Site. Our Site is for general information only and does not constitute advice of any kind.
- (d) While we try to update the information on our Site regularly, we can not guarantee that the content on our Site is up to date.
- (e) In particular, product pricing, descriptions and specifications are subject to errors and omissions and otherwise to change. We are not bound by the descriptions on our Site, but only by pricing, descriptions and specifications agreed with you at the time of your order.

3.4 **Publicity.** We may use any feedback you provide through or in relation to our Site for promotional purposes.

4. **Liability to You**

4.1 **Where we don't limit or exclude our liability.** We do not limit or exclude our liability for anything for which we cannot lawfully limit or exclude our liability. For example, we do not limit our liability for death or personal injury caused by our negligence, or for fraud. This statement takes priority over the rest of these Terms of Use.

4.2 **No implied terms.** We provide access to our Site only on these Terms of Use. To the fullest extent permitted by law, we expressly exclude any and all conditions, warranties and other terms which might otherwise be implied by statute, under common law, or otherwise. While we do our best to correct defects in our Site and while we use commercially-available virus-checking software, we do not warrant that our Site will be uninterrupted, free from errors, or free from viruses or malicious code.

4.3 **Unavailability.** You understand that there is some inherent instability in communications networks and that we may need to take down or maintain our Site from time to time. You accept that access to our Site is permitted on a temporary basis and we will not be liable if it is unavailable for any reason.

4.4 **Third parties.** We are not responsible or liable for the actions of third parties. Third parties may include, for example, third party product or service providers who are linked from our Site, distributors, or the providers of any device or software which you use to access our Site.

5. **Links**

5.1 **Linking to our Site.** You can link to our Site provided that you do so in a way that is fair and legal. You may not link to our Site in order to damage or take advantage of our reputation or to suggest any false form of association, endorsement or relationship between you and us. You may not "hotlink" to our Site or to any content on it, nor embed or frame any part of our Site or any such content on any other site. If we ask you to stop linking to our Site then you must do so immediately.

5.2 **Third party links.** Our Site contains links to various third party sites and resources. We have no control over these or over any service provided by those third parties. You use them at your own risk.

6. Revisions

6.1 We may revise these Terms of Use at any time. By continuing to visit our Site you will be accepting our revised Terms of Use.

7. General Legal Provisions

7.1 **Governing law.** These Terms of Use are governed by the laws of England and Wales.

7.2 **Disputes with us.** If any dispute arises between you and us in connection with your use of our Site, then you and we will attempt to resolve that dispute through discussion. If we are unable to resolve the dispute by discussion, then the courts of England and Wales will have exclusive jurisdiction over any claim. However, if you are not resident in England or Wales then we reserve the right to bring proceedings against you in any court in your country of residence.