

# Terms and Conditions for website usage of Exmouth Power Tools Limited

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The term 'Exmouth Power Tools' or 'us' or 'we' refers to the owner of the website whose registered office is Unit 4 Pound Lane Trading Estate, Exmouth, Devon, UK EX8 4NP. Our company registration number is 4860600. Our VAT number is 568 9071 93. The term 'you' refers to the user or viewer of our website.

## Other applicable terms

**Privacy Policy** - Before you continue using our website we advise you to read our privacy policy regarding our user data collection. We will treat all of your personal data as confidential. Our website uses cookies to monitor browsing preferences. If you choose to allow cookies then we will encrypt any data stored.

**Terms and Conditions of Sale** - If you purchase goods from our website then our terms and conditions of sale apply to all sales.

## Indemnity

You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your account and/or your Personal Information.

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## Applicable Law

By visiting this website, you agree that the laws of the United Kingdom, without regard to principles of conflict laws, will govern these terms and conditions, or any dispute of any sort that might come between Exmouth Power Tools and you, or its business partners and associates.

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Visitors may post content as long as it is not obscene, illegal, defamatory, threatening, infringing of intellectual property rights, invasive of privacy or injurious in any other way to third parties. Content has to be free of software viruses, political campaign, and commercial solicitation. The views expressed by users on our site are their own and do not represent our views or values.

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We grant you a limited license to access and make personal use of this website. You are not allowed to download or modify it. This may be done only with written consent from us.

We reserve the right to remove this website and its contents at any time. We do not guarantee that our site, or its content will be free from errors or omissions and you accept that such changes may result in your being unable to access our site whilst we are carrying out works. We will not be liable if for any reason our site is unavailable at any time or for any period.

### **User Account**

If you are an owner of an account on this website, you are solely responsible for maintaining the confidentiality of your private user details (username and password). You are responsible for all activities that occur under your account or password.

We reserve all rights to terminate accounts, edit or remove content and cancel orders in their sole discretion. We reserve the right to suspend any accounts that in our reasonable opinion have failed to comply with any of our terms and conditions.

### **Links to other websites**

To improve your experience on this website we may have included links to third party website. Links to third party sites are not under our control and we are not responsible for the content of these linked sites. We will not be held liable for any loss or damage that may arise from your use of them. Any concerns about third party links on our website should be reported immediately to [gary@exmouthpowertools.com](mailto:gary@exmouthpowertools.com)

### **Limitations of liability**

While we will use reasonable endeavours to verify the accuracy of any information we place on the website, we make no warranties, whether express or implied in relation to its accuracy. The website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

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.

If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site 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 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.

### **Severance**

If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

### **Waiver**

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

For any queries regarding our terms and conditions please contact us via email [info@exmouthpowertools.com](mailto:info@exmouthpowertools.com) or phone 01395 269209.