

# **CRAWFORD SCIENTIFIC LIMITED**

WEBSITE TERMS AND CONDITIONS

**Revised December 2007** 



## Website Terms and Conditions

## 1. Introduction

Crawford Scientific Ltd, provides the information contained on the Crawford Scientific Ltd Website and all pages comprising of the subject to these terms and conditions, the <u>privacy policy</u> and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of this website.

### 2. Information on the Website

The information contained in the company website is provided by Crawford Scientific Ltd as well as third parties/content providers, and every effort is taken to ensure the information contained within the company website is accurate.

Crawford Scientific Ltd therefore shall not be bound in any manner by any information contained on the website. Crawford Scientific reserves the right at any time to change or discontinue without notice, any aspect or feature of this website. No information shall be construed as advice and information is offered for information purposes only and is not intended for trading purposes. You and your company rely on the information contained on this website at your own risk. Any errors or omissions from the website should be reported to management immediately.

#### 3. Trade Marks

The trade marks, names, logos and service marks (collectively "trade marks") displayed on this website are registered and unregistered trade marks of Crawford Scientific Ltd. Nothing contained on this website should be construed as granting any license or right to use any trade mark without the prior written permission of Crawford Scientific.

# 4. External Links

External links may be provided for your convenience, however, they are beyond the control of Crawford Scientific and no representation is made as to their content and are used at your own risk. When visiting external links you must refer to that external websites terms and conditions of use. Express prior written permission of Crawford Scientific Ltd must be given for all hypertext links on the website.



#### 5. Public Forums and User Submissions

Crawford Scientific is not responsible for any material submitted to the public areas by you (which include any other public area found on the website). All unauthorised materials posted in the public areas will be removed without prior notice. if there is the likelihood that you may (including but not limited to):-

- **5.1** defame, abuse, harass, stalk, threaten or otherwise violate the rights of other users or any third parties;
- **5.2** publish, post, distribute or disseminate any defamatory, obscene, indecent or unlawful material or information;
- 5.3 post or upload files that contain viruses, corrupted files or any other similar software or programmes that may damage the operation of Crawford Scientific's and/or a third party's computer system and/or network;
- **5.4** violate any copyright, trade mark, other applicable **Great Britain** or international laws or intellectual property rights of Crawford Scientific or any other third party;
- **5.5** submit contents containing marketing or promotional material which is intended to solicit business.

#### 6. Specific Use

You further agree that the website must not be used to send or post any message or material that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually orientated, racially offensive, profane, pornographic or violates any applicable law. Those person(s) sending or posting materials, hereby indemnify Crawford Scientific Ltd of any loss, liability, damage or expense to Crawford Scientific Ltd or any third party, may suffer, caused directly or indirectly to their use of the website.

### 7. Warranties

Crawford Scientific Ltd makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website, the information contained on the website, your or your company's personal information or material and information transmitted over our system.



# 8. Disclaimer of Liability

Crawford Scientific Ltd shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website, your or your company's personal information or material and information transmitted over our system. In particular, neither Crawford Scientific nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of nonperformance or interruption, or termination thereof.

# 9. Use of the Website

Crawford Scientific does not make any warranty or representation that information on the website is appropriate for use in any jurisdiction (other than **Great Britain**). By accessing the website, you warrant and represent to Crawford Scientific that you are legally entitled to do so and to make use of information made available via the website.

# 10. General

# **10.1 Entire Agreement**

These website terms and conditions constitute the sole record of the agreement between you and Crawford Scientific in relation to your use of the website. Neither you nor Crawford Scientific shall be bound by any express tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these website terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and Crawford Scientific in respect of your use of the website.

# 10.2 Alteration

Crawford Scientific may at any time modify any relevant terms and conditions, policies or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant terms and conditions (the "current version") and, unless stated in the current version, all



previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.

# 10.3 Conflict

Where any conflict or contradiction appears between the provisions of these website terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.

### 10.4 Waiver

No indulgence or extension of time which either you or Crawford Scientific may grant to the other will constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

### 10.5 Cession

Crawford Scientific shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.

#### 10.6 Severability

All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of any relevant terms and conditions, policies and notices and notices shall remain in full force and effect.

# 10.7 Applicable laws

Any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with the laws of **Great Britain** without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the High Court of **Great Britain** in respect of any disputes arising in connection with the website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith.



## **10.8 Comments or Questions**

If you have any questions, comments or concerns arising from the website, the <u>privacy policy</u> or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact HR, Crawford Scientific, Holm Street, Strathaven, South Lanarkshire, ML10 6NB or 01357 522961.