

## LEGAL NOTICE

### 1. INCORPORATION OF TERMS AND CONDITIONS

- 1.1 These terms and conditions ('Terms and Conditions') set out by Knauf Marmorit UK GmbH ('Company') below, shall apply to your use of [www.marmorit.co.uk](http://www.marmorit.co.uk) ('Website'). As such, by continuing to use the Website, you agree to be bound by these Terms and Condition. If you do not accept these Terms and Conditions, please DO NOT continue to use the Website.
- 1.2 When utilizing services ('Services'), such Services shall be provided subject to separate terms and conditions. These terms and conditions may be found at [www.marmorit.co.uk](http://www.marmorit.co.uk) or alternatively our business premises.

### 2. INTELLECTUAL PROPERTY

- 2.1 The contents of the Website are protected by copyright, database right, trademark and other intellectual property rights ('IPR'). You acknowledge that all IPR in the Website is owned or is lawfully licensed to the Company.
- 2.2 The copying or incorporation into any other work of part or all of the material available on the Website in any form is strictly prohibited save that you may:
- (a) print or download extracts of the material on the Website for your personal use; or
  - (b) copy the material on the Website for the purpose of sending to individual third parties for their personal information, provided that you acknowledge the Company as the source of the material and that you inform the third party that these conditions apply to them and that they must comply with them.
- 2.3 Subject to the conditions set out in Clauses 2.1 and 2.2 above, any assignment, sublicense or any transfer of your rights under these Terms and Conditions is strictly prohibited.
- 2.4 If you breach any of the provisions in these Terms and Conditions, your authorisation to access or use the Website automatically terminates, and any information downloaded or printed from the Website shall be deemed to be in violation of these Terms and Conditions and must be immediately destroyed.

### 3. AMENDMENTS

- 3.1 As the information including quoted prices on the Website may be incomplete, out of date or inaccurate and may contain technical inaccuracies or typographical errors, the Company reserves the right to update the Website at its sole discretion. Thus, such information may be changed or updated without notice.
- 3.2 The Company may also make improvements and/or changes to the Services or prices described on the Website at any time without notice. It is therefore essential that you verify all such information with the Company before taking any action in reliance upon it.

### 4. LINKS

- 4.1 The Company makes no representations whatsoever about any other website which you may access through the Website. When you access a website which does not belong to the Company, please understand that it is independent from the Company, and that the Company has no control over the contents of that website.

- 4.2 In addition, a link to a non-Company website does not mean that the Company endorses or accepts any responsibility for the content, or the use, of such website or the products and/or services offered on such website. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojans and other items of a destructive nature.

## **5. GLOBAL NATURE OF THE WEBSITE**

- 5.1 You recognise the global nature of the Website and thus, agree to comply with all applicable local laws in your jurisdiction when using the Website. In particular, you agree to comply with all relevant laws regarding transmission of technical data sent out from your jurisdiction and the European Union.
- 5.2 Information the Company publishes on the Website may contain references or cross-references to the Company's Services that are not announced or available in your country. Such references do not imply that the Company intends to announce such Services in your country. You are advised to consult the Company for information regarding the Services which may be available to you.
- 5.3 The Company does not warrant that the materials on the Website are suitable for use outside the United Kingdom. As such, accessing such materials where the material on the Website is unlawful or illegal is strictly prohibited. In the event you choose to access the Website from locations outside the United Kingdom, you are solely responsible for your actions.

## **6. INFORMATION ON WEBSITE**

- 6.1 While the Company endeavours to ensure that the Website is available 24 hours a day, the Company will not be liable if for any reason, the Website is unavailable at any time or for any period.
- 6.2 INFORMATION ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SUCH WARRANTIES ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

## **7. LIMITATION OF LIABILITY**

- 7.1 IN NO EVENT WILL THE COMPANY BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE WEBSITE OR ON ANY OTHER HYPER-LINKED WEBSITE INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM OR OTHERWISE, EVEN IF THE COMPANY IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **8. GOVERNING LAW**

- 8.1 You agree that these Terms and Conditions shall be exclusively governed in accordance with the laws of and the courts in England and Wales.