

1 GENERAL TERMS AND CONDITIONS OF USE ON SOFTWARE DOCUMENTS DATA AND SERVICES AVAILABLE ON HRW WEBSITES

1.1 Definition

The following expressions shall have the following meanings:

- *"HRW"* - HR Wallingford Ltd Limited, whose registered office is at Howbery Park, Wallingford, Oxfordshire, OX10 8BA, UK.
- *"Server"* - the location on which this website is placed.
- *"Services"* - services available from HRW.
- *"Software"* - means each HRW software program provided by HRW or made available through its Website, including software in which HRW has sub-licensing rights, in executable, machine readable, object, printed or interpreted form, including any Software Protection Device and any documentation, modifications, improvements or updates supplied to the Licensee under any Quotation/Order.
- *"Terms"* - these General Terms

1.2 Incorporation Of Terms

These Terms are applicable to all Software and Services supplied by HRW from and on this website. In the event of any ambiguity between these Terms and the specific provisions of the Terms and Conditions of Sales, Software Licence Agreement and the Support Agreement for specific transactions, the terms of the relevant Agreement take precedence.

2 NOTICE SPECIFIC TO SOFTWARE AVAILABLE FROM THIS WEBSITE

- 2.1 Any software that is made available to download from this server is the copyrighted work of HRW or its collaborators in particular projects as the case may be. Use of the Software is governed by the terms of the Software Licence Agreement. An end user will be unable to install any Software that is accompanied by or includes a Software Licence Agreement, unless he or she first agrees to be bound by the Software Licence Agreement. The Software is made available for downloading solely for use by end users according to the Software Licence Agreement. Any reproduction or redistribution of the Software not in accordance with the Software Licence Agreement is expressly prohibited.
- 2.2 WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.
- 2.3 THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE SPECIFIC SOFTWARE LICENCE AGREEMENT. EXCEPT AS WARRANTED IN THE SPECIFIC SOFTWARE LICENCE AGREEMENT, HRW HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. RESTRICTED RIGHTS LEGEND.

3 NOTICE SPECIFIC TO DOCUMENTS AVAILABLE ON THIS WEBSITE

- 3.1 Documents (such as white papers, news articles, datasheets and FAQs) from this server may be used, provided that (1) use of such Documents from this Server is for information, non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (2) no modifications of any Documents are made. Use for any other purpose is expressly prohibited.
- 3.2 Documents specified above do not include the design or layout of the hrwallingford.co.uk website or any other HRW owned, operated, licensed or controlled site. Elements of HRW websites are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any HRW website may be copied or retransmitted unless expressly permitted by HRW in writing.
- 3.3 HRW MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THIS SERVER. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HRW HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL HRW BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR

IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THIS SERVER.

- 3.4 THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THIS SERVER COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. HRW MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

4 NOTICES REGARDING SOFTWARE, DOCUMENTS AND SERVICES AVAILABLE ON THIS WEBSITE

IN NO EVENT SHALL HRW BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF SOFTWARE, DOCUMENTS, PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR INFORMATION LOSS OF DATA AVAILABLE FROM THIS SERVER.

5 LINKS TO THIRD-PARTY SITES

THE LINKS IN THIS AREA WILL LET YOU LEAVE HRW'S SITE. THE LINKED SITES ARE NOT UNDER THE CONTROL OF HRW AND HRW IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED SITE OR ANY LINK CONTAINED IN A LINKED SITE, OR ANY CHANGES OR UPDATES TO SUCH SITES. HRW IS NOT RESPONSIBLE FOR WEBCASTING OR ANY OTHER FORM OF TRANSMISSION RECEIVED FROM ANY LINKED SITE. HRW IS PROVIDING THESE LINKS TO YOU ONLY AS A CONVENIENCE, AND THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY HRW OF THE LINKED SITE OR ITS CONTENTS.

6 TRADEMARKS

Any HRW products referenced herein are either trademarks or registered trademarks of HRW. The names of actual companies and products mentioned herein may likewise be the trademarks of their respective owners. Any rights not expressly granted herein are reserved.

7 COLLECTION OF PERSONAL INFORMATION

- 7.1 When you engage in certain activities on this site, such as ordering products or downloading software, HR Wallingford Ltd may ask you to provide certain information about yourself by filling out and submitting an online form. It is completely optional for you to engage in these activities. If you elect to engage in these activities, however, HR Wallingford Ltd may require that you provide us personal information, such as your name, mailing address, e-mail address, and other personal identifying information.
- 7.2 When you submit personal information to HR Wallingford Ltd, you understand and agree that HR Wallingford Ltd and its business partners may transfer, store, and process your customer profile in any of the countries in which HR Wallingford Ltd and its business partners maintain offices.
- 7.3 HR Wallingford Ltd collects this information in order to record and support your participation in the activities you select. HR Wallingford Ltd also uses information that you provide as part of our effort to keep you informed about product upgrades and other HR Wallingford Ltd products and services.
- 7.4 HR Wallingford Ltd recognises and appreciates the importance of responsible use of this information. If you do not want the information you provide to HR Wallingford Ltd to be used to inform you of other products from HR Wallingford Ltd, and you indicate this preference when you provide the information to HR Wallingford Ltd, HR Wallingford Ltd will honour your preference.
- 7.5 Please note that HR Wallingford Ltd is not responsible for, nor can give any guarantees about the content or privacy practices of non-HR Wallingford Web sites to which hrwallingford.co.uk or any other HR Wallingford Ltd Web site may link.
- 7.6 For further information please contact info@hrwallingford.co.uk

8. BINDING NATURE OF THESE CONDITIONS

- 8.1 For further information please contact info@hrwallingford.co.uk
- 8.2 By accessing or using the hrwallingford.co.uk Web site, you agree to the terms of the HR Wallingford Ltd Online Privacy Policy, as outlined below. If you do not agree to these terms and conditions, please do not access or use this site. HRW reserve all its remedies in the event of breach of these terms and conditions.