

## **LEGAL NOTICE OF TERMS AND CONDITIONS**

**This is the Avrame UK Ltd website (“Website”), which is own and operated by Avrame UK Ltd a limited company registered in England and Wales under Company number 15794789 at 31, Woodpecker Close, Bideford, EX39 1GS.**

**The following Terms and Conditions set out the rules for how AVRAME is running this Website.**

**By using the Website, you acknowledge that you have read and agree to be bound by and comply with these Terms and Conditions.**

**In these terms “We”, “Us” and “Our” are references to Avrame UK Ltd (No. 15794789).**

**We reserve the right to change these Terms and Conditions at any time without notice by updating this posting. It is your responsibility to familiarise yourself with the Terms and Conditions regularly to ensure that you are aware of any changes. Your use of the Website after a change has been posted will signify your acceptance of the modified Terms and Conditions.**

**By accessing this website, you are accepting and will be bound by the terms and conditions set out below. Please read them carefully. If you disagree with any of them then you should not access or view this website.**

### **1. INFORMATION AND GENERAL DISCLAIMER**

1.1 Copyright. All Website design, text, graphics and the selection or arrangement of them are either Copyright©2023 of AVRAME LLC, AVAME UK LTD or its third-party licensors.

***All rights are reserved.***

1.2 The information contained in this website is provided free of charge and is intended only for general information and use. No advice is given and none should be relied on should you be making (or refraining from making) any decision. We use reasonable care to make sure that the information appearing on this website is accurate and up to date. However, errors and omissions occasionally do occur and we apologise for that.

1.2 We make no warranty that the contents of this website are free from infection by viruses or anything else that has contaminating or destructive properties and you are advised to take all appropriate steps (including the use of up-to-date anti-virus software) to minimise the impact of any such viruses or similar items.

1.3 For the reasons referred to in paragraphs 1.1 and 1.2 (above) and because

We do not have any control over the use to which the information on this website may be put, We hereby disclaim any and all warranties, whether express or implied, statutory or otherwise, as to the accuracy of any information contained on this website and/or the availability of this website and, accordingly, We shall have no liability (save in relation to (i)

death or personal injury arising through negligence; and/or (ii) any other matter in respect of which law prescribes that liability may not be excluded or limited) for any loss or damage howsoever arising and of whatever nature incurred in the use of this website or in reliance on any information contained on it including, without limitation, any direct, indirect or consequential loss (including without limitation, loss of business, loss of revenue, loss of anticipated savings, loss of goodwill and/or loss of profits), arising in contract, tort or otherwise. Your sole remedy is to discontinue using this website.

## **2. INTELLECTUAL PROPERTY RIGHTS**

2.1 We retain copyright in all materials (including, without limitation, all images, designs, text, graphics and their selection and arrangement) on this website.

2.2 No material on this website may be copied or reproduced in any form whatsoever, whether physical, electronic or otherwise, without Our express, prior, written consent.

2.3 All brand names and product names used in this website are Our trademarks, trade names and/or copyrights. Any use of any Our brand name and/or product name without Our express, prior, written consent may constitute an infringement of those rights and We give no permission for the use of any such item in any way whatsoever.

## **3. LIMITED PERMISSION TO COPY OR DOWNLOAD**

3.1 You are permitted to print or download extracts from this website only for your own personal, non-commercial use. Any copies of or extracts from these pages saved to disk or to any other storage medium may only be used for subsequent viewing purposes or to print extracts only for your own personal, non-commercial use.

3.2 No part of this website may be reproduced or transmitted to or stored in any other website nor may any of its pages or parts thereof be disseminated in any electronic or non-electronic form nor be included in any public or private electronic retrieval system or service without Our express, prior, written permission.

3.3 You may not frame this site nor link to a page other than the home page without Our express, prior written permission.

3.4. Except to the limited extent set out above, you are not permitted to copy, broadcast, download, store (in any medium), transmit, show or play in public, adapt or change in any way the content of this website for any other purpose whatsoever without Our express, prior, written permission.

## **4. ACCESS TO AND CONTENT OF THE WEB SITE**

4.1 We reserve the right at any time and without notice to alter, suspend or restrict arrangements for access to this website and/or change any of the content, presentation and/or facilities of this website.

4.2 We do not guarantee uninterrupted and/or reliable access to this website and make no guarantee whatsoever as to its operation, availability, functionality or otherwise. We shall

have no liability in the event that this website is unavailable at any time and whether such non-availability is temporary or permanent.

## **5. CHANGES TO THESE TERMS AND CONDITIONS**

5.1 We reserve the right in our sole discretion to add to or change the content of the Website and to the Terms and Conditions from time to time. It is your responsibility to refer to these terms and conditions on accessing this website. Changes will be effective immediately after posting to this website and you will be deemed to have accepted any change if you continue to access this website after that time.

## **6. RESTRICTION ON USE AND YOUR AGREEMENT TO IDEMNIFY**

6.1 You shall not use this website for any illegal purpose and in particular agree that you shall not post or transmit to or from this website any unlawful, threatening, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or racist, harmful, threatening or menacing or any other material which could give rise to any civil or criminal liability.

6.2 You shall not send any unsolicited promotional or advertising material, spam or similar materials or volume messages that may interfere with the operation of this website or with the enjoyment of this website by other visitors.

6.3 You will indemnify Us in full against any costs, expenses, claims, losses and damages (including all legal fees and disbursements) incurred by or awarded against Us as a result of your misuse of this website or your breach of these terms and conditions.

## **7. SEVERABLE TERMS**

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

## **8. GOVERNING LAW**

8.1 Your use of this website and downloads from it, and the operation of these terms and conditions, shall be governed by the laws of England and Wales. The English courts shall have exclusive jurisdiction over any dispute arising out of your use of this website.

## **9. DISCLAIMER**

9.1 Avrame UK Ltd does not warrant that the Website will be available at all times or that it is virus or error free and whilst we make all reasonable attempts to exclude viruses from the Website, we cannot ensure such exclusion and no liability is accepted for viruses. You are therefore recommended to take all appropriate safeguards before downloading information or images from the Website.

9.2 The Website is for information purposes only and is provided on an "as is" basis. We accept no liability for the accuracy, completeness, currency or truth (save for fraudulent

representations) of any of the information contained on the Website or for any reliance placed by any person on such information.

9.3 The information contained on the Website has not been written to meet your individual requirements and it is your sole responsibility to satisfy yourself prior to ordering any products or services from us that they are suitable for your purposes. Orders will be subject to our standard terms and conditions of purchase, which can be obtained on request.

9.4 Any advice given on this Website is for guidance purposes only. Any such advice should not be relied upon or used as a substitute for legal or other professional advice on your specific requirements.

9.5 We shall not be liable to you (subject to the provisions in clause 2.2) for any of the following (whether or not we were advised of, or knew of, the possibility of such losses) whether arising from any claim arising out of or in connection with the use of the Website including without limitation under any tort including negligence, for breach of contract, for misrepresentation (other than fraudulent misrepresentation), intellectual property infringement, under any statute or otherwise:

9.5.1 any loss of business, data, profits, revenue, goodwill, use or anticipated savings;

9.5.2 loss or damage to your, or any third party's, data or records; or

9.5.3 any indirect, special or consequential losses.

9.6 Avrame does not seek to exclude or limit its liability to you for:

9.6.1 death or personal injury caused by its negligence; or

9.6.2 fraud.

## **10. COMMUNICATIONS VIA THE WEBSITE**

10.1 Where you are given the facility to enter information on to, or communicate via, the Website you agree to use the Website for lawful and civil purposes only and that you will not (nor allow others to):

10.1.1 post or transmit any material which is offensive, racist, abusive, indecent, defamatory, obscene, menacing or which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world;

10.1.2 impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with anyone or any entity.

10.1.3 post or transmit any statements which are intentionally false or misleading;

10.1.4 post or transmit any material which you do not have the right to transmit;

10.1.5 post or transmit any advertising, promotional materials or other forms of solicitation; or

10.1.6 post or transit any material which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

10.2 You agree to fully and effectively indemnify Modular Build and keep Modular Build fully and effectively indemnified from and against all costs, claims, liability, expenses (including legal expenses), damages and losses incurred by Modular Build as a result of a breach by you of the provisions contained in this clause 4, whether arising under tort, statute or otherwise.

10.3 Calls may be recorded for training or monitoring purposes.

## **11. LAW AND JURISDICTION**

11.1 These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales. Disputes arising in relation to this Website shall be subject to the exclusive jurisdiction of the courts of England and Wales.

11.2 Certain provisions contained in these Terms and Conditions may be disallowed by the laws of the country from which you are accessing the Website. If any provision is unenforceable or invalid, then the provisions in clause 8 shall apply.

## **12. ENTIRE AGREEMENT**

These Terms and Conditions represent the entire understanding relating to the use of the Website and supersede all other statements, representations or warranties (whether written, made by email or oral) made by Avrame. Nothing in these Terms and Conditions shall affect the liability of either party in respect of any misrepresentation, warranty or condition that it makes fraudulently. Any rights not expressly granted in these Terms and Conditions are reserved by Avrame.

## **13. THIRD PARTY RIGHTS**

A person who is not a party to this contract is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where these Terms and Conditions expressly provide for such rights