

WEBSITE TERMS OF USE

This page states the Terms of Use under which you may use this website. Please read this page carefully. If you do not accept the Terms of Use stated here, do not use the website. These Terms of Use may be revised at any time by updating this posting. You should visit this page periodically to review the Terms of Use, because they are legally binding on you.

Section 1. Use of Material.

Consarc Engineering Ltd authorizes you to view and download a single copy of the material on this website solely for your personal, non-commercial use. Special rules may apply to the use of certain software and other items provided on the website.

The contents of this website, such as text, graphics, images and other material ("Material") are protected by copyright under both United States and the laws of other countries or jurisdictions. Unauthorized use of the Material may violate copyright and other laws. You must retain all copyright and other proprietary notices contained in the original Material on any copy you make of the Material. You may not sell or modify the Material or reproduce, display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose. The use of the Material on any other website or in a networked computer environment for any purpose is prohibited.

All designated trademarks are either registered, or in use, in one or more countries, and are the property of their respective owners.

If you violate any of these Terms, your permission to use the Material automatically terminates and you must immediately destroy any copies you have made of the Material.

Section 2. Disclaimers.

The Material may contain inaccuracies or typographical errors. **Consarc Engineering Ltd** makes no representations about the accuracy, reliability, completeness, or timeliness of the Material or about the results to be obtained from using the website and the Material. The use of the website and the Material is at your own risk. Changes are periodically made to the website and may be made at any time.

CONSARC ENGINEERING LTD ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR USE OF THE WEBSITE OR DOWNLOADING MATERIAL FROM THE WEBSITE.

IF USE OF THE WEBSITE OR THE MATERIAL BY YOU RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, **CONSARC ENGINEERING LTD** IS NOT RESPONSIBLE FOR THOSE COSTS.

THE WEBSITE AND MATERIAL ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. **CONSARC ENGINEERING LTD**, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTIES RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. **CONSARC ENGINEERING LTD** MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE TEXT, GRAPHICS, AND LINKS.

Section 3. Limitation of Liability.

IN NO EVENT SHALL **CONSARC ENGINEERING LTD**, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, OR ANY THIRD-PARTIES MENTIONED AT THIS SITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE AND THE MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT **CONSARC ENGINEERING LTD** IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 4. Links to Other Sites.

The website contains links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement by **Consarc Engineering Ltd** of the contents on such third-party websites. **Consarc Engineering Ltd** is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third-party websites. If you decide to access linked third-party websites, you do so at your own risk.

Section 5. Software Licenses.

All software that is made available for downloading from the website (“Software”) is protected by copyright and may be protected by other rights. The use of such Software is governed by terms of the Software license agreement or notice accompanying such software (“License Agreement”). The downloading and use of such Software is conditioned on your agreement to be bound by the term of the License Agreement.

Section 6. Indemnity.

You agree to defend, indemnify, and hold harmless **Consarc Engineering Ltd**, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fee, alleging or resulting from your use of the Material (including Software) or your breach of the terms of this Agreement. **Consarc Engineering Ltd** shall provide notice to you promptly of any such claim, suit or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding.

Section 7. Export Control.

The United States controls the export of products and information. You agree to comply with such restrictions and not to export or re-export the Materials (including Software) to countries or person prohibited under the export control laws. By downloading the Materials (including Software), you are agreeing that you are not in a country where such export is prohibited or are a person or entity to which such export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of the Product.

Section 8. General.

This website is based in the United Kingdom. **Consarc Engineering Ltd** makes no claims the Materials are appropriate or may be downloaded outside of the United States. Access to the Materials (including Software) may not be legal by certain persons or in certain countries. If you access the website from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. This Agreement is governed by the internal substantive laws of the United Kingdom, one of the states of the United States of America, without respect to its conflict of laws principles. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in a particular License Agreement or material on particular Web pages, this Agreement constitutes the entire Agreement between you and **Consarc Engineering Ltd** with respect to the use of the website. Any changes to this Agreement must be made in writing, signed by an authorized representative of **Consarc Engineering Ltd**.