

SFL UK App: Terms & Conditions

The price quoted by the SFL UK App is a list-price quote and is valid for a period of 30 days from generation.

By registering as a user, SFL may access your personal details for internal purposes, and contact you from time to time to keep you up to date with the service/services that are offered in conjunction with the App. SFL promises to keep your data securely in-line with the Data Protection Act 1998. (Please refer to SFL's privacy policy).

SFL reserves the right to withdraw or adjust products and prices at any time or as a result of industrial, regulatory or economic changes.

A full itemised bill of parts is available upon application to your participating supplier by phone, email, fax or post.

By engaging with a participating distributor of SFL products, you agree to abide by their terms of service and as such are governed by them as a customer of such a third party. SFL cannot be held responsible for the actions of third-party resellers and your relationship with them.

A SFL UK App quote is a computerised calculation based on the information you have provided. It is vital that you examine the specification carefully and with respect to the job specifics and applicable regulations and guidelines before proceeding to order.

In General

Access to and use of this App and the products and services available through this App (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of these terms, conditions and notices, without modification. Furthermore, you acknowledge that the Terms of Service may be updated by us from time to time. This product also links to outside businesses, and services, which are not operated by SFL (the "Third Parties"). Your use of such Third Parties will be subject to the terms of service as prescribed by them and the respective terms of service will govern any interaction between you and that Third Party's terms of service. In any event your link through to such a company will be subject to these Terms of Service. You recognise that SFL has no control over such Third Parties and information, and you accept that SFL provides no guarantee as to the behaviour of such Third Parties and you agree that we shall have no responsibility as to whether such connections cause you distress, loss or damage.

Prohibitions

You will not: commit or encourage a criminal offence; send or receive any material which is in any way offensive or obscene, or in breach of confidence, copyright, privacy or any other rights; act contrary to the acceptable use policies of any Linked Sites or community standards generally; transmit or distribute a virus; hack into any aspect of the Service; corrupt data; cause annoyance to other Users; infringe upon the rights of any other person's trade marks or other proprietary rights; send any unsolicited advertising or other promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through the SFL UK App.

Intellectual Property, Software and Content

The intellectual property rights in all software made available and content supplied to you remains the property of SFL, its advertisers or content suppliers. You will comply with the terms of any agreement required by the owner of intellectual property rights in all software and content supplied to you as notified to you and you hereby acknowledge that all software that is not made readily available to you is confidential, and that all other rights including but not limited to database rights and copyright are asserted and reserved by SFL, its advertisers or content suppliers. You may store, manipulate, analyse, reformat, print and display the content supplied solely for your own personal use. In no event are you permitted to publish, distribute or otherwise reproduce in any format any of the content or copies of the content supplied to you or which appears on the SFL site and you are prohibited from using any such content in connection with any business or commercial enterprise including, without limitation, any media business or enterprise. You shall not modify, translate, reverse engineer, decompile, disassemble (except to the extent that applicable laws expressly or impliedly prohibit such restriction) or create derivative works based on any software or any documentation accompanying such software supplied by SFL, its advertisers or content suppliers.

E-tail of Products and Services

By making a request/order you are offering to purchase a product which we will accept to sell to you on the following Terms and Conditions. All requests are subject to availability and confirmation of the order price by us. Dispatch times may vary according to availability and any guarantees warranties or representations made as to delivery times are limited to mainland UK and are on the basis that we are not responsible for any delay in delivery occurring due to postal delays or force majeure. SFL is absolutely entitled to refuse any request made by you. If your order is accepted we will inform you by emailing you or else by calling you. We will also provide the identity of the party you have contracted with (SFL). When making a request you undertake that all details you provide

to us requesting goods or services or bids made at auction are true and accurate, that you are an authorised user of the credit or debit card used to make your request or bid and that there are sufficient funds to cover the cost of the goods, services or bid. It is your responsibility to inform us of any changes to these details as soon as possible. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

Disclaimer of Warranties

The services and all information, products and other content included in or accessible from this App and the associated sites, are provided on an "as is" and "as available" basis and are subject to change at any time without notice to you. To the fullest extent permitted by law, SFL disclaims and excludes all representations and warranties (express, implied and statutory, including but without limitation the warranties of merchantability and fitness for a particular purpose, and non-infringement of proprietary rights) as to the services and all information, products and content included in and accessible from this App or the associated sites.

Disclaimer of Liability

Unless expressly stated to the contrary to the fullest extent permitted by law SFL, its content providers, advertisers or associated sites shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this App or the linked sites, even if SFL had been advised of the possibility of such damages and irrespective of whether such damages arise in contract, tort, equity, restitution, by statute, at common law or otherwise. You have read this disclaimer and agreed to it on the basis that you agree it is reasonable.

Indemnity

You agree to indemnify, defend and hold harmless SFL from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from, without limitation, your use of the SFL services, your breach of the Terms of Service, your infringement of any intellectual property right or any other right of any person or entity, or your breach of any duty of confidence or privacy, or any defamatory statements made by you in any form.

Variation of Content

SFL shall have the right in its absolute discretion at any time and without notice to amend, remove or vary any of the content supplied in connection with the Service or which appears on any page of the SFL App.

Submissions

All information and material submitted by you to SFL or that you publish on any public area of the SFL website shall be provided by the submitter and accepted by SFL on the basis as outlined in our privacy policy. Furthermore, SFL shall be granted a perpetual royalty-free non-exclusive license in the copyright of any material submitted and SFL shall be free to use, edit, copy, republish and distribute (for any purpose) and authorise others to do the same, any such information or material and any ideas contained in such information or material.

Termination

SFL may at any time terminate or suspend any part of the Service without notice to you.

Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

Governing Law

These terms and conditions shall be construed in accordance with English law and the courts of England OR the jurisdiction in which you are resident or domiciled (at SFL's election) shall have jurisdiction to resolve any disputes between you and SFL, without regard to any choice of law provisions or private international law. You hereby consent to the exclusive jurisdiction and venue of the Royal Courts of Justice, Strand, London, UK, for any and all disputes relating to the Terms of Service, use of this website or any Linked site in the event that SFL have elected England as the jurisdiction.

Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and SFL. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by the owner of SFL.

SFL Privacy Policy

SFL are committed to protecting your privacy. You can visit the majority of pages on our web services without giving us any information about yourself. On occasion, however, we do need information to provide services and products that you request, and this privacy statement explains data collection and use in those situations.

Collection of your Personal Information

We will ask you when we need information that personally identifies you (personal information) or allows us to contact you. Generally, this information is requested when you are asking for further information about a product or service, require support, or are downloading software, or purchasing/registering an SFL product. The information you provide is kept on file and used for the following purposes:

- To deliver newsletters and provide notice about events and training.
- To alert you to product upgrades, special offers, updated information and other new services and products from SFL.
- To enable us to process any online payment/registration.
- To help us create and publish relevant content.

Control of your Personal Information

When you provide us with personal information, SFL will never share that information with third parties.

All personal information that you provide will only be used for the purposes stated above.

Security of your Personal Information

SFL are committed to protecting the security of your personal information. We use a variety of security technologies and procedures to help protect your personal information from unauthorized access, use or disclosure. For example, we store the personal information you provide on computers with limited access that are located in controlled facilities.

Contact Information

SFL welcomes your comments regarding this privacy statement, please feel free to contact us.