

## 1. Introduction

1.1 You may access most areas of our site <u>www.petregaz.com</u> ("Website") without registering your details with us. Certain areas of the Website may only be available to you if you register with us.

1.2 By accessing any part of the Website, you shall be deemed to have accepted these Terms of Use in full. If you do not accept these Terms of Use in full, you must leave the Website immediately.

### 2. Licence

2.1 You are permitted to print and download extracts from the Website for your own individual use on the following basis:

- 1. no documents or related graphics on the Website are modified in any way;
- 2. no graphics on the Website are used separately from the corresponding text; and
- 3. Petregaz's copyright and trade mark notices and this permission notice appear in all copies.

2.2 In particular, but without limitation, you must not use any part of the materials on the Website for commercial purposes without obtaining a licence to do so from us and/or our licensors.

2.3 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by Petregaz or its licensors. For the purposes of these Terms of Use, any use of extracts from



the Website other than in accordance with clause 2.1 for any purpose is prohibited. If you breach any of the terms in these Terms of Use, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.

2.4 Subject to clause 2.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without Petregaz's prior written permission.

2.5 Any rights not expressly granted in these terms are reserved.

### **3. Service Access**

3.1 While Petregaz endeavours to ensure that the Website is normally available 24 hours a day, Petregaz shall not be liable if for any reason the Website is unavailable at any time or for any period.

3.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Petregaz's control.

3.3 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms, and that they comply with them.

#### 4. Visitor Material and Conduct

4.1 We process information about you in accordance with our privacy policy (www.petregaz.com/Petregaz-Privacy-Policy). By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

4.2 Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. Petregaz shall have no obligations with respect to such material. Petregaz and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.



- 4.3 You are prohibited from posting or transmitting to or from the Website any material:
  - which is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
  - 2. for which you have not obtained all necessary licences and/or approvals; or
  - 3. 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; or
  - 4. 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).
- 4.4 You may not misuse the Website (including, without limitation, by hacking);

4.5 Petregaz shall fully co-operate with any law enforcement authorities or court order requesting or directing Petregaz to disclose the identity or locate anyone posting any material in breach of clause 4.2 or clause 4.3.

#### 5. Links to and from other websites

5.1 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. Petregaz has not necessarily reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. Petregaz therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.



5.2 If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:

- you do not remove, distort or otherwise alter the size or appearance of the Petregaz logo;
- 2. you do not create a frame or any other browser or border environment around the Website;
- 3. you do not in any way imply that Petregaz is endorsing or recommending any products or services other than its own;
- 4. you do not misrepresent your relationship with Petregaz nor present any other false information about Petregaz;
- 5. you do not otherwise use any Petregaz trademarks displayed on the Website without express written permission from Petregaz;
- 6. you do not link from a website that is not owned by you; and
- 7. your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.

5.3 Petregaz expressly reserves the right to revoke the right granted in clause 5.2 for breach of these terms and to take any action it deems appropriate.

5.4 You shall fully indemnify Petregaz for any loss or damage suffered by Petregaz or any of its group companies for breach of clause 5.2.

## 6. Disclaimer

6.1 While Petregaz endeavours to ensure that the information on the Website is correct; Petregaz does not warrant the accuracy and completeness of the material on the Website. Petregaz may make changes to the material on the Website, or to the products and prices



described in it, at any time without notice. The material on the Website may be out of date, and Petregaz makes no commitment to update such material.

6.2 In particular, but without prejudice to the generality of clause 6.1, commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed.

6.3 The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Petregaz provides you with the Website on the basis that Petregaz excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these Terms of Use, might have effect in relation to the Website.

## 7. Liability

7.1 Petregaz, its group companies, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and each of their officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

7.2 Nothing in these Terms of Use shall exclude or limit the liability of Petregaz or any other person for:



- 1. death or personal injury caused by negligence; or
- 2. fraud; or
- 3. misrepresentation as to a fundamental matter; or
- 4. any liability which cannot be excluded or limited under applicable law.

### 8. Governing Law and Jurisdiction

8.1 The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to the Website, although we retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or any other relevant country. These terms of use are governed by English law.

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