

## Website Terms and Conditions

### IMPORTANT LEGAL NOTICE

ATTENTION: This legal notice applies to the entire contents of the Website under the [www.glenair.co.uk](http://www.glenair.co.uk) and to any correspondence by e-mail between us and you. Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Website. This notice is issued by Glenair UK Ltd.

### 1. INTRODUCTION

- 1.1 You may access most areas of the Website without registering your details with us. Certain areas of the Website are only open to you if you register.
- 1.2 By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.
- 1.3 The Company may revise this legal notice at any time by updating this posting. You should check the Website from time to time to review the then current legal notice, because it is binding on you. Certain provisions of this legal notice may be superseded by expressly designated legal notices or terms located on particular pages of the Website.

### 2. LICENCE

- 2.1 You are permitted to print and download extracts from the Website for your own use on the following basis:-
  - (a) no documents or related graphics on the Website are modified in any way
  - (b) no graphics on the Website are used separately from the corresponding text; and
  - (c) the Company's copyright and trade mark notices and this permission notice appear in all copies.
- 2.2 Unless otherwise stated the copyright and other intellectual property rights in all materials on the Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. For the purposes of this legal notice, 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 of this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website

- 2.3 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 the Company's prior written permission.
- 2.4 Any rights not expressly granted in these terms are reserved

### 3 SERVICE ACCESS

- 3.1 While the Company uses reasonable endeavours to ensure that the Website is normally available 24 hours a day, the Company 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 the Company's control.

### 4 VISITOR MATERIAL AND CONDUCT

- 4.1 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. The Company shall have no obligations with respect to such material. The Company 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
- 4.2 You are prohibited from posting or transmitting to or from the Website any material:
  - (a) that 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
  - (b) for which you have not obtained all necessary licences and/or approvals; or
  - (c) 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

- (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, harmful components, corrupted data or other malicious software or harmful data or any other harmful programmes or similar computer code designed to adversely affect the operation of any computer software or hardware.)

- 4.3 You may not misuse the Website including, without limitation, by hacking.
- 4.4 The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company 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 a third party website on the Website are provided solely for your convenience. If you use these links you leave the Website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their contents or availability. The Company 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:
  - (a) you do not remove, distort or otherwise alter the size or appearance of the Glenair logo;
  - (b) you do not create a frame or any other browser or border environment around the Website;
  - (c) you do not in any way imply that the Company is endorsing any products or services other than its own;
  - (d) you do not misrepresent your relationship with the Company nor present any other false information about the Company;
  - (e) You do not otherwise use any Glenair trade marks displayed on the Website without express written permission from the Company;

- (f) you do not link from a website that is not owned by you; and
  - (g) your website does not contain contents that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with the applicable laws and regulations
- 5.3 The Company 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 the Company for any loss or damage suffered by the Company or any of its group companies for breach of clause 5.2

## 6. REGISTRATION

- 6.1 Each registration is for a single user only. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network.
- 6.2 Responsibility for the security of any passwords issued rests with you.

## 7. DISCLAIMER

- 7.1 While the Company endeavours to ensure that the information on the Website is correct, the company does not warrant the accuracy and completeness of the material on the Website. The Company 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 the Company makes no commitment to update such material
- 7.2 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, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions and other terms including, without limitation, the conditions implied by law for satisfactory qualities, fitness of purpose and the use of reasonable care and skill **OR** the implied terms of the laws of England and Wales, which, but for this legal notice, might have effect in relation to the Website.

## 8. LIABILITY

- 8.1 The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the Company's group companies and the 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 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
- 8.2 Nothing in this legal notice shall exclude or limit the Company's liability for:
- (a) death or personal injury caused by negligence as such term is defined by the Unfair Contract Terms Act 1977; or
  - (b) fraud; or
  - (c) misrepresentation as to a fundamental matter; or
  - (d) any liability which cannot be excluded or limited under applicable law.
- 8.2 if your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

## 9. GOVERNING LAW AND JURISDICTION

This legal notice shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.

If we are under a duty to disclose or share your personal data in order to comply with any legal obligations, or in order to enforce or apply our terms of use or terms and conditions of supply and other agreements; or to protect the rights, property, or safety of Glenair, our customers, or others we will do so without notifying you. This includes exchanging information with other

companies and organisations for the purposes of fraud protection and credit risk reduction

## YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at 40 Lower Oakham Way, Mansfield, Notts., NG18 5BY, UK. Alternatively you can email [sales@glenair.co.uk](mailto:sales@glenair.co.uk)

Our site may, from time to time, contain links to and from the website of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites

## ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £50 to meet our costs in providing you with details of the information we hold about you.

## CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail

## CONTACT

Questions, comments and requests regarding this privacy policy are welcomed and should be addressed to Sales, Glenair UK Ltd, 40 Lower Oakham Way, Mansfield, Notts., NG18 5BY, UK.

This page (together with the documents referred to on it) tells you the terms and conditions which we supply any of the products (**Products**) listed on our website [www.glenair.co.uk](http://www.glenair.co.uk) (**our site**) to you. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

## 1 INFORMATION ABOUT US

- 1.1 [www.glenair.co.uk](http://www.glenair.co.uk) is a site operated by Glenair UK Ltd. We are registered in England and Wales under company number 1198102 and with our registered office at 40 Lower Oakham Way, Mansfield, Notts., NG18 5BY, United Kingdom. Our main trading address is the same as our registered office. Our VAT number is 118471864.

## 2 SERVICE AVAILABILITY

Our site is only intended for use by residents of the United Kingdom of Great Britain and Northern Ireland (UK). We do not accept orders from individuals outside of the UK

## 3 YOUR STATUS

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old; and
- (c) You are resident in the UK; and
- (d) You are accessing our site from the UK.

## 4 HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (the **Dispatch Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Dispatch Confirmation.

4.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

## 5 OUR STATUS

5.1 Please note that in some cases, we accept orders as agents on behalf of third party sellers. The resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller, which they will advise you of directly. You should carefully review their terms and conditions applying to the transaction.

5.2 We may also provide links on our site to the website of other companies, whether affiliated with us or not. We cannot give any undertaking, that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

## 6 CONSUMER RIGHTS

6.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 10 below).



- 6.2 To cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.
- 6.3 Details of this statutory right, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect your statutory rights

## 7 AVAILABILITY AND DELIVERY

Your order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

## 8 RISK AND TITLE

- 8.1 The Products will be at your risk from the time of delivery.
- 8.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## 9 PRICE AND PAYMENT

- 9.1 The price of any Products will be as quoted on our site from time to time, except in case of obvious error.
- 9.2 These prices include VAT but exclude delivery costs, which will be added to the total amount due as set out in our website.
- 9.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.
- 9.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will

normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

- 9.5 We are under no obligation to provide the Products to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 9.6 Payment for all Products must be made using our Secure Trading Site. We accept payment with Credit Card, Debit Card or both.

## 10 OUR REFUNDS POLICY

### 10.1 When you return a Product to us:

- (a) because you have cancelled the Contract between us within the seven-day cooling off period, we will process the refund due to you as soon as possible, and in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the items to us.
- (b) for any other reason (for instance, because you have notified us in accordance with paragraph 20 that you do not agree to any change in these terms and condition or in any of our policies, or because you claim that the Product is defective) we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us

- 10.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## 11 OUR LIABILITY

- 11.1 We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.
- 11.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.
- 11.3 This does not include or limit in any way our liability:
- (a) For death or personal injury caused by our negligence;
  - (b) Under section 2(3) of the Consumer Protection Act 1987;
  - (c) For fraud or fraudulent misrepresentation; or
  - (d) For any matter which it would be illegal for us to exclude, or attempt to exclude, our liability
- 11.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:
- (a) loss of income or revenue
  - (b) loss of business
  - (c) loss of profits or contracts
  - (d) loss of anticipated savings
  - (e) loss of data; or
  - (f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable;
- providing that this clause 11.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 11.1 or clause 11.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (g) inclusive of this clause 11.4
- 11.5 Where you buy any Products from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

## 12 IMPORT DUTY

- 12.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches

the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact the local customs office for further information before placing your order.

- 12.2 Please also note that you must comply will all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

### 13 WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communications with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### 14 NOTICES

All notices given by you to us must be given to Glenair UK Ltd at 40 Lower Oakham Way, Oakham Business Park, Mansfield NG18 5BY UK **OR** e-mail to: sales@glenair.co.uk. We may give notice to you at either the e –mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 13 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such mail was sent to the specified e-mail address of the addressee.

### 15 TRANSFER OF RIGHTS AND OBLIGATIONS

- 15.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

15.2 You may not transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract

## 16 EVENTS OUTSIDE OUR CONTROL

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Events**).

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport
- (e) Impossibility of the use of public or private telecommunications networks
- (f) The acts, decrees, legislation, regulations or restrictions of any government

16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## 17. WAIVER

- 17.1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Control or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 17.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

## 18 SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 19 ENTIRE AGREEMENT

- 19.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 19.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to Contract except as expressly stated in these terms and conditions.
- 19.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## 20 OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 20.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 20.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to these policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

## 21 LAW AND JURISDICTION

Contracts for the purchase of Products through our site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

This acceptable use policy sets out the terms between you and us under which you may access our website (**our site**). This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms and conditions of website use.

www.glenair.co.uk is a site operated by Glenair UK Ltd. We are registered in England and Wales under company number 6288091 and we have our registered office at 40 Lower Oakham Way, Mansfield, Notts., NG18 5BY, UK. Our main trading address is the same address as our registered address. Our VAT number is 118471864. ]

## **PROHIBITED USES**

You may use our site only for lawful purposes. You may not use our site :

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, logic bombs, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware, harmful components, corrupted data or other malicious software or harmful data or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.



You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use .
- Not to access without authority, interfere with, damage or disrupt:
- Any part of our site;
- Any equipment or network on which our site is stored;
- Any software used in the provision of our site; or
- Any equipment or network or software owned or used by any third party.

#### INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation :

- Chat rooms,
  - Bulletin boards,
- (interactive services)

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site (**contributions**), and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must :

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not :

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass alarm or annoy any other person.
- Be used to impersonate any person, or misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.

- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

#### SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use of policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

Glenair UK Ltd (“We”) are committed to protecting and respecting your privacy.

This policy (together with our terms of use and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 1998 (**the Act**), the data controller is the IT department of Glenair UK Ltd

## INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you.

- Information that you provide by filling in forms on our site (**our site**). This includes information provided at the time of registering to use our site, subscribing to our service, posting material or requesting further services. We may also ask you for information when you enter a competition or promotion sponsored by Glenair UK Ltd and when you report a problem with our site.
- If you contact us, we may keep a record of that correspondence
- Glenair UK Ltd may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Details of transactions you carry out through our site and of the fulfilment of your orders.
- Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is

required for our own billing purposes or otherwise and the resources that you access.

- To send offers and newsletters to registered customers

#### IP ADDRESSES AND COOKIES

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us to improve our site and to deliver a better and more personalised service. They enable us:

- To estimate our audience size and usage pattern.
- To store information about your preferences, and so allow us to customise our site according to your individual interests.
- To speed up your searches
- To recognise you when you return to our site.

You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of our site. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our site.

Please note that our advertisers may also use cookies, over which we have no control.

#### WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing

of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. Glenair UK Ltd will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you or where you have chosen a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

#### USES MADE OF THE INFORMATION

We use information held about you in the following ways :

- To ensure that content from our site is presented in the most effective manner for you and for your computer.
- To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any contracts entered into between you and us.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by post or telephone.

If you are an existing customer, we will only contact you by electronic means (email or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means only if you have consented to this.

If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data.

We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in SW1). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.

#### DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 736 of the UK Companies Act 1985.

We may disclose your personal information to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- If Glenair UK Ltd or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.