

Website Terms and Conditions

These terms and conditions (together with the documents referred to in them) tell you the terms and conditions on which we operate our website www.holderscomponents.com (the “**Website**”). Please read them carefully before using the Website. By using the Website, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, do not use the Website. You should print a copy of these terms and conditions for future reference.

These terms and conditions should be read alongside and are in addition to our privacy policy https://www.holderscomponents.com/wp-content/uploads/2018/05/Holders-Components-Website-Privacy-Policy-v-3_08_05_18.pdf (“**Privacy Policy**”). Our Privacy Policy explains how we use information that you provide when you access and use the "Contact Us" part of the Website. By using the Website, you agree to us using your information in accordance with our Privacy Policy.

1. Definitions

- 1.1 In these terms and conditions, “**we**”, “**our**” and “**us**” means Holders Components (which is a trading name of Holders Technology UK Limited).
- 1.2 Holders Technology UK Limited is a company registered in England and Wales, whose registered office is 27-28 Eastcastle Street, London, W1W 8DH, United Kingdom. Our company registration number is 03633101 and our VAT registration number is GB722476144.

2. Access to the Website

- 2.1 We will endeavour to allow uninterrupted access to the Website, but access to the Website may be suspended, restricted or terminated at any time.
- 2.2 The Website may contain links to other websites. We accept no responsibility or liability for the contents of any third party websites to which the Website has links or for use of the information you provide to such third party websites.

3. Your use of the Website

- 3.1 You agree to use the Website for lawful purposes only and in a way which does not infringe the rights of anyone else or restrict or inhibit anyone else's use of the Website.
- 3.2 You may not systematically extract and/or re-use parts of the contents of the Website without our express written agreement. In particular, you may not use any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-use any part of the Website, without our express written agreement.

4. Intellectual property

- 4.1 The copyright and other worldwide intellectual property rights in the material contained in the Website (including, without limitation in any product specifications or data sheets) together with the Website design, text, logos, button icons, images, audio clips, digital downloads, data compilations and graphics, and their selection and arrangement, and all software compilations, underlying source code and software (including applets) belongs to us or our licensors. All rights are reserved. None of this material may be reproduced or redistributed without our express prior written permission.

Product and company names mentioned on the Website may be the trademarks or registered trademarks of their respective owners.

- 4.2 You shall retain ownership of all copyright in data you may submit to the Website. You grant us a world-wide exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner.

5. **E-mails from us to you**

E-mails sent by us to you shall be sent to the e-mail address that you give to us when you use the 'Contact us' part of the website. It is important that you give us an accurate and valid e-mail address and tell us if you change it.

6. **Electronic communications**

You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights (as applicable).

7. **Privacy & Data Protection**

7.1 We comply with all applicable data protection laws in the UK.

7.2 You agree that any and all personal information you provide to us via the Website may be collected, stored, processed and used in accordance with our current Privacy Policy https://www.holderscomponents.com/wp-content/uploads/2018/05/Holders-Components-Website-Privacy-Policy-v-3_08_05_18.pdf

8. **Disclaimer**

8.1 This clause has been deleted.

8.2 While we try to ensure that the information on the Website is correct, we do not warrant the accuracy and completeness of all of the material on the Website (including, without limitation any fact sheets or specifications you may download from the Website). We may make changes to the information on, or hosted by the Website from time to time.

8.3 The content of the Website is directed solely at those who access the website from the United Kingdom. We make no representation or warranty that any goods referred to in the Website are available or are otherwise suitable for use outside the United Kingdom.

9. **Liability**

9.1 We use reasonable endeavours to ensure that the data on the Website are accurate and to correct any errors or omissions as soon as practicable after being notified of them. We do not monitor, verify or endorse information submitted by third parties for posting on the Website and you should be aware that such information may be inaccurate, incomplete or out of date. To the extent permitted by applicable law, we disclaim all warranties and representations (whether express or implied) as to the accuracy of any information contained on the Website. We do not guarantee that the Website will be fault free and do not accept liability for any errors or omissions.

9.2 Due to the nature of electronic transmission of data over the internet, any liability we may have for any losses or claims arising from an inability to access the Website, or from any use of the Website or reliance on the data transmitted using the Website, is excluded to the fullest extent permissible by law. In no event shall we be liable for any indirect loss, consequential loss, loss of profit, data, revenue, business opportunity, anticipated savings, goodwill or reputation whether in contract, tort or otherwise arising out of or in connection with these terms and conditions or use of the Website save where such liability cannot be excluded by law. We shall not be liable to you or in breach of these terms and conditions for any delay or failure to perform our obligations to you if the delay or failure is due to an event or events beyond our reasonable control.

9.3 Nothing in these terms and conditions shall limit our liability for death or personal injury caused by our negligence, fraud nor for any other liability which we cannot exclude or limit by law.

9.4 You shall be liable to us for any loss or damage suffered by us as a result of any breach of these terms and conditions or any fraudulent or unlawful use of the Website.

10. **Alteration of service or amendments to these terms and conditions**

10.1 These terms and conditions were last updated in April 2017.

10.2 We may make changes to the Website, policies, and these terms and conditions from time to time. We may notify you of such changes via e-mail or via a notice on the Website. You will be subject to the policies and the terms and conditions in force at the time that you use the Website. If you do not agree to the changes you must stop using the Website.

11. A cookie is a small text file written to your hard drive that contains information about you. Cookies do not contain any personal information about users. Once you close your browser, the cookie simply terminates. If you set up your browser to reject the cookie, you may still use the Website. Some of our business partners use cookies on our site (for example, advertisers). We have no access to or control over these cookies. You acknowledge that, due to the passive nature of the Website it is not practicable for us, or appropriate for you, to seek your express permission to opt in to the use of cookies when you browse the Website.]

12. **Complaints**

If you have a complaint, please e-mail us at: headoffice@holderstechnology.com.

13. **General**

13.1 If we fail to enforce a right under these terms and conditions, that failure will not prevent us from enforcing other rights, or the same type of right on a later occasion.

13.2 If any provision of these terms and conditions is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these terms and conditions shall not be affected.

13.3 Unless otherwise stated in these terms and conditions, no part of these terms and conditions are enforceable by anyone who is not a party to it, pursuant to the Contracts (Rights of Third Parties) Act 1999.

14. **Governing law**

14.1 These terms and conditions shall be governed by and construed in accordance with English law.

14.2 Any disputes shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit.