

Eland Cables Website: Terms of Use

Welcome to the Eland Cables website (the “Website”), operated by Eland Cables Limited, registered under the United Kingdom Companies Act (company number 01229226) and having its registered office at 10 Jamestown Road, London NW1 7HW (“Eland Cables”). Your access to the Website is governed by the following terms and conditions (“Terms”). Please read the Terms carefully as, if you use the Website, you are deemed to have accepted them. If you do not agree to the Terms, please leave the Website.

Website Policies, Modification and Severability

Eland Cables reserves the right to make changes to the Website and/or the Terms at any time and will post any amended Terms to the Website. If you continue to use the Website you will be deemed to have accepted any such changes. If any part of the Terms is deemed invalid, void or for any reason unenforceable, that part shall be deemed severable and shall not affect the validity and enforceability of any of the remainder of the Terms.

Other Applicable Terms

If you choose to purchase products from Eland Cables you will do so subject to Eland Cables’ Terms and Conditions of Sale. If you wish to sell products to Eland Cables you will do so subject to Eland Cables’ Terms and Conditions of Purchase.

Copyright

Copyright in the contents of the Website (including all website design, text, photographs, graphics, the selection and arrangement thereof and all software compilations, underlying source code, software and all other material) is owned by Eland Cables and/or its affiliates and/or its content and technology providers except in so far as individually stated on particular material or items.

Trademarks

“Eland”, “Eland Cables” and the Eland Cables logo are trade marks or service marks (whether registered or not), of Eland Cables and its affiliates. Nothing in these Terms or on the Website may be interpreted so as to grant to you, directly or indirectly, the use of a trade mark or service mark reproduced on the Website, whether belonging to Eland Cables and/or its affiliates and/or third party suppliers, without the written permission of Eland Cables.

Use of the Website

Eland Cables authorises you to view and download the information and materials from the Website only for your personal, non-commercial use, provided that you retain all copyright and other proprietary notices contained in the original materials on any copies of the materials. You may not modify the materials on the Website in any way or reproduce or publicly display, publish, perform, distribute, transmit or otherwise use them for any public or commercial purpose. Any use of these materials on any other website or networked computer environment for any purpose is prohibited. The materials on the Website are protected by intellectual property rights and any unauthorised use of any materials on this Website may violate copyright, trade mark, and/or other laws. If you breach any of these Terms, your authorisation to use the Website automatically terminates and you must immediately destroy any downloaded or printed materials obtained from the Website. You must not use the Website for any unlawful or fraudulent purposes, misuse the Website or do anything which causes or contributes to the disruption of the Website or other users’ enjoyment of it. If you do so Eland Cables may pass any details it holds on you to law enforcement agencies.

Access

While Eland Cables works to ensure that the Website is available 24 hours a day, Eland Cables cannot guarantee that the Website will be available at any time or for any period. Eland Cables reserves the right, without liability, to make changes or corrections to, or suspend or discontinue access to, any section of the Website and/or the content, services or products available through it.

Your Privacy

Your personal information and right to privacy is important to Eland Cables. Please review Eland Cables’ privacy policy, which also governs your visit to the Website, in order to understand Eland Cables’ information-handling practices.

Links to Third Party Websites

While the Website may contain links to third party websites, neither Eland Cables nor any of its affiliates shall be responsible or liable for the content of any linked websites. Eland Cables provides these links as a convenience and does not endorse the companies or contents of any linked websites. If you decide to access any of the third party websites linked to the Website, you do this entirely at your own risk. You must take your own precautions to ensure that linked websites and any content made available on them are free of such items as viruses, worms, trojan horses and other items of a destructive nature.

Accuracy

The information published on the Website is provided as a convenience to visitors and should be used for information purposes only.

Both the information, and the products to which such information refers, are subject to change without notice. While Eland Cables uses reasonable efforts to ensure that the information contained on the Website is current, accurate and complete at the date of publication, no representations or warranties are made (expressly or impliedly) as to the reliability, accuracy or completeness of such information.

The products described on this Website are of a highly technical nature and may cause significant damage to persons and property if installed or operated incorrectly. Only appropriately qualified professionals should attempt to install them.

You must not rely on the information displayed on this Website but must use your own skill and judgment to ascertain whether any product is of a suitable nature for your need and purpose and how such product is to be used.

Neither Eland Cables nor any of its affiliates shall be liable for any loss arising directly or indirectly from the use of, or any action taken in reliance on, any information appearing on the Website and in particular, any inadequacies, inaccuracies, or other deficiencies in any drawing, specification or any other information.

Liability

ELAND CABLES EXCLUDES ANY AND ALL OTHER EXPRESS OR IMPLIED TERMS, CONDITIONS, WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH REGARD TO THE WEBSITE OR ANY INFORMATION OR SERVICE PROVIDED ON OR THROUGH THE WEBSITE (WHICH ARE PROVIDED TO YOU ON AN "AS IS" BASIS) AND NEITHER ELAND CABLES NOR ITS AFFILIATES ACCEPT ANY LIABILITY IN THIS REGARD. WITHOUT PREJUDICE TO THE FOREGOING GENERALITY, ELAND CABLES, ITS AFFILIATES, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR AGENTS SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY OF THE FOLLOWING TYPES OF LOSS:

- PUNITIVE OR EXEMPLARY;
- INCIDENTAL;
- BUSINESS INTERRUPTION;
- LOSS OF BUSINESS;
- LOSS OF PROFITS;
- LOSS OF REVENUE;
- DAMAGE TO GOODWILL OR REPUTATION;
- LOSS OF ANTICIPATED SAVINGS; OR
- LOSS OF DATA,

(IN EACH CASE WHETHER DIRECT OR INDIRECT),

ARISING OUT OF THE USE (OR THE INABILITY TO USE) THE WEBSITE OR ANY MATERIAL ON THE WEBSITE, EVEN IF ELAND CABLES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Eland Cables cannot guarantee that the Website is free from viruses and shall not be liable for any loss or damage caused by or arising from a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect or corrupt your computer hardware, software, data, devices, or other proprietary material due to your use of the Website or to your downloading of any material posted on it or any website linked to it.

Nothing in these Terms shall exclude or limit the liability of Eland Cables for death or personal injury caused by Eland Cables' negligence or for fraudulent misrepresentation.

Governing Law

These Terms, any contract arising between you and Eland Cables subject to these Terms, and any dispute or claim arising out of these Terms (including any dispute regarding the existence, validity or formation of a contract under these Terms) shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

Contact Details

Should you wish to contact Eland Cables at any time, you can do so by e-mail at sales@elandcables.com or by post to the address below:

Eland Cables Limited
10 Jamestown Road
London NW1 7HW
United Kingdom