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4.4 The provisions of paragraph 4.3 (above) shall not affect any express written warranties given by Spirax-Sarco in connection with the sale of any product or service.

## 5. Changes to Access or Content of the Web Site

Spirax-Sarco may alter without notice the arrangements for access to this website or change the content, presentation and/or facilities of this website.

## **6. Changes to these terms and conditions**

Spirax-Sarco may add to or change these terms and conditions. It is your responsibility as a user to refer to these terms and conditions on accessing this website. Changes will be effective immediately after posting to this website and you will be deemed to have accepted any change if you continue to access this website after that time.

## **7. Material Submitted by Users**

7.1 In the event that any element of this website contains material submitted by users, Spirax-Sarco shall not accept any responsibility for the content or accuracy of such material and the views expressed are not necessarily those of Spirax-Sarco.

7.2 Any material or information transmitted to or posted to this website by any means will be treated as non-confidential and non-proprietary and may be disseminated or stored or used by Spirax-Sarco for any purpose whatsoever.

7.3 Do not post or transmit to or from this website any unlawful, threatening, defamatory, obscene, scandalous, inflammatory, pornographic or profane material or racist, harmful, threatening or menacing or any other material which could give rise to any civil or criminal liability.

7.4 Spirax-Sarco expressly reserves the right at any time and without notice to edit or withdraw any material posted to this website by any user for any reason whatsoever.

## **8. Access to the Website**

Spirax-Sarco does not guarantee uninterrupted and/or reliable access to this website and Spirax-Sarco makes no guarantees whatsoever as to its operation, availability, functionality or otherwise. Further, Spirax-Sarco expressly reserves the right (without giving notice) to discontinue access to this website at any time and for any reason. Spirax-Sarco shall have no liability to in the event that this website is unavailable at any time and whether such non-availability is temporary or permanent.

## **9. Spirax-Sarco Communities**

9.1 Only those aged 18 or over may submit material to, and/or participate in, the private messaging function of the Spirax-Sarco Communities section of this website.

9.2 Spirax-Sarco expressly reserves the right to terminate access to the Spirax-Sarco Communities (either completely or for individuals) at any time and for any reason and Spirax-Sarco shall have no liability whatsoever for restricting or removing such access.

## **10. Rights of Third Parties**

Both Spirax-Sarco and the user expressly agree to waive any rights that they may have under the Contracts (Rights of Third Parties) Act 1999 to bring a claim in respect of any other agreement entered into between Spirax-Sarco and the user in relation to the subject matter of these terms and conditions and further agree that all third parties shall be expressly excluded from bringing a claim under the said Act in relation to these terms and conditions and/or your use of this website.

## **11. Invalidity of Terms**

If any provision of these terms and conditions shall be unlawful, void or unenforceable for any reason then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

## **12. Law**

12.1 This Agreement part will be governed by in the case of:-

a user located in England, Scotland and Wales, English law and subject to the exclusive jurisdiction of the English Courts;

a user located in the United States of America, the laws of the State of New York and subject to the exclusive jurisdiction of the courts of the State of New York.

a user located in any other jurisdiction, the laws of the country or state in which the products were purchased and subject to the exclusive jurisdiction of the English Courts.

12.2 Notwithstanding the provisions of paragraph 12.1 (above), should this website be accessed by anyone outside of England and Wales, it shall be that person's responsibility to ensure compliance with any local laws to the extent that they do or may apply.