



TERMS AND CONDITIONS FOR THE USE OF OUR WEBSITE

These terms and conditions together with the privacy policy apply to the entire contents of this website under the domain name www.dieselmaringroup.com ("website") and to any correspondence by e-mail between you and Diesel and Marine Group Limited ("DMG").

"DMG" means Simplex-Turbulo Group Limited trading as Diesel and Marine Group, whose registered office is Wherwell Priory, Wherwell, Hampshire, SP11 7JH, United Kingdom, company registration number 00306440. The definition DMG includes all companies within the Group currently Simplex-Turbulo Company Ltd, Lincoln Diesels Ltd, Dorman Diesels Ltd., Temple Propulsion Services Ltd., Simplex Converting Ltd., and STW Engineering GmbH. STW Engineering GmbH is established in the Federal Republic of Germany and is subject to the laws of that country. The other group companies are established in the United Kingdom and are subject to the laws of England and Wales. These Goods Conditions shall apply to all contracts for sale of goods entered into by any of the group companies.

Please read these terms carefully before using this website, as your use of this website indicates that you accept these terms whether or not you register with DMG.

1. Introduction

- 1.1. You will be able to access most areas of this website without registering your details with DMG although some areas of this website may only be available to you if you register.
- 1.2. By accessing any area of this website you shall be deemed to have accepted the terms and conditions stated on this website in full.
- 1.3. DMG reserves the right to amend this legal notice at any time and you should check this website from time to time to review the then current legal notice, because it is binding on you.

2. Licence

- 2.1. You are permitted to print and download content from this website for your own personal use, provided that you comply with the following:
 - 2.1.1 no content or related graphics on this website are modified in any way;
 - 2.1.2 no graphics on this website are used independently from accompanying text;
 - 2.1.3 DMG's copyright and trademark notices appear in all copies which may be downloaded.
- 2.2. Unless otherwise stated, all other intellectual property rights in all material on this website (including without limitation source code software, web pages, content, databases, graphics, photographs, music, sounds, videos and all other digital products used for the construction and maintenance of this website) are owned by DMG or its licensors. Your use of extracts from this website, other than in accordance with clause 2.1 above, for any purpose, is a breach of these terms and conditions. If you breach these terms and conditions, your permission to use this website will terminate, and you must immediately destroy any downloaded or printed extracts from this website.
- 2.3. Subject to clause 2.1, no part of this website may be reproduced or stored in any other website, or included in any public or private electronic retrieval system or service without DMG's prior written permission.

3. Access

- 3.1. DMG shall use its reasonable endeavours to ensure that this website is available without interruption. Access to this website may be suspended without notice in the case of system failure, maintenance or repair or for reasons beyond DMG's control and for such time as deemed appropriate by DMG.
- 3.2. DMG will not be liable if, for any reason, this website is unavailable for any period at any time. DMG shall not be responsible for loss or damage caused by your failure to notify DMG of any alterations made to this website by you or any third party on your behalf.

4. Your obligations

- 4.1. Other than personally identifiable information, which is covered under DMG's privacy policy, any material you transmit or post to this website will be considered nonconfidential and non-proprietary and DMG will have no obligations with respect to such material. DMG will be entitled to copy, dispose, distribute, incorporate, and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial and non-commercial purposes.
- 4.2. You are prohibited from posting on or transmitting through this website any material:
 - 4.2.1 which is unlawful, threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, harmful, in breach of confidence, in breach of privacy or which may otherwise cause offence;
 - 4.2.2 for which you have not obtained all necessary licences, permissions and/or approvals;
 - 4.2.3 which incites the commission of a criminal offence and/or would give rise to civil liberty in England or Wales or the Federal Republic of Germany any other country in the world where access to this website can be obtained or;
 - 4.2.4 which is technically harmful or destructive to any third party (including but not limited to software viruses, Trojan horses, worms, harmful code, corrupted data or any other malicious software, data or programme).
- 4.3. You may not subject this website to any form of misuse and in particular you shall not obtain unauthorised access to or modify computer material either with or without intent to commit or facilitate commission of further offences in accordance with the Computer Misuse Act 1990 or any statutory re-enactment thereof.
- 4.4. DMG will fully cooperate with any government body, law enforcement agency or court of law which may order instruct or direct DMG to disclose the identity or locate anyone posting any material in breach of paragraphs 4.2 or 4.3.

5. Links to other web sites

- 5.1. Any links to third party websites on this website are provided solely for your convenience. DMG does not control and is not responsible for the content or availability of such third-party websites. DMG 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 use these links, you leave this website. If you decide to access any of the third-party websites linked to this website, you do so entirely at your own risk. DMG shall not be liable for any loss or damage arising from your use of or reliance on the contents of the third-party websites.
- 5.2. If you would like to link to this website, you may only do so on the basis that you link to, but do not replicate, the home page of this website, and that you warrant that you:
 - 5.2.1 do not remove, distort, amend or otherwise alter the size or appearance of DMG's logo;
 - 5.2.2 do not create a frame or any other browser or border environment around this website;
 - 5.2.3 do not in any way imply that DMG is endorsing any third-party products or services other than its own;
 - 5.2.4 do not misrepresent your relationship with DMG nor make any misrepresentation or false statements about DMG;
 - 5.2.5 do not otherwise use any of DMG's trademarks displayed on this website without express permission from DMG;
 - 5.2.6 do not link from a website that is not owned by you;
 - 5.2.7 ensure that your website does not contain content that is obscene, offensive or controversial, infringes any intellectual property rights or any other third-party rights or which otherwise fails to comply with any laws and regulations applicable to websites.
- 5.3. DMG expressly reserves the right to terminate the licence granted to you for failure to comply with your obligations in this clause.
- 5.4. You shall fully indemnify DMG for any loss, damage, fees or other expenses suffered by DMG or any of its group of companies as a result of your failure to comply with your obligations.

6. Site registration

- 6.1. Each registration is for a single user only and DMG does not permit multiple users on a network.
- 6.2. DMG accepts no liability for any loss or damage caused to you and/or any third party by your failure to keep your password secure.

7. Disclaimer

- 7.1. DMG may alter products, services and prices described in the website at any time without notice. DMG does not warrant the accuracy of the material on this website nor is DMG obliged to keep all material on this website up to date.
- 7.2. The material on this website is provided "as is" without any conditions, warranties, or other terms of any kind. Accordingly, to the maximum extent permitted by law, DMG provides you with this website on the basis that DMG excludes all representation, 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 might otherwise have effect in relation to this website.
- 7.3. DMG does not warrant that the functionality of this website will be free of any defect and/or virus.
- 7.4. DMG; any other party (whether or not involved in creating, producing, maintaining, or delivering this website); or any of DMG'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 this website in any way, or in connection with the use, inability to use or the results of use of this website, any websites linked to this 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 this website, or your downloading of any material from this website or any websites linked to this website. Nothing in these terms and conditions shall exclude or limit DMG's liability for:
 - (i) death or personal injury caused solely by DMG's negligence;
 - (ii) fraud;
 - (iii) misrepresentation as to a fundamental matter or iv. any liability which cannot be excluded or limited under applicable law.
- 7.5. If your use of material on this website results in the need for servicing, repair or correction of computer hardware, software, programs, or data, you assume all costs thereof. Furthermore, DMG shall not be liable if your use of this website results in the need for repair or maintenance of computer hardware, software, programs or data.

8. Governing law and jurisdiction

These terms and conditions and privacy policy shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.