

CONCRETE MOULDS TERMS & CONDITIONS : Last Updated: 22nd November 2023

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User Content that displays, describes or encourages usage of any product We sell in a manner that could be offensive, inappropriate or harmful to Us or any user or consumer;

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User Content that makes false or misleading statements, claims or depictions about a person, company, product or service;

User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;

User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity; and

Viruses, malware of any kind, corrupted data or other harmful, disruptive or destructive files or code.

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- use this Site to violate the security of or gain unauthorized access to any computer or computer network or other device or system (including unauthorized attempts to discover passwords or security encryption codes);

- submit to this Site any content that is unlawful or facilitates, constitutes, promotes or encourages illegal activity; or otherwise use the Site to transfer or store illegal material, including any material deemed threatening or obscene;

- copy or store any User Content offered on this Site other than for your personal, non-commercial use;

- take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large data or traffic load on this Site or the IT infrastructure used to operate and make this Site available;

or

- use this Site and/ or any User Content, intentionally or unintentionally, to violate any applicable local, state, federal or international law.

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To the fullest extent permitted by applicable law, you agree to defend, indemnify and hold harmless Us and our subsidiaries and affiliates, and our respective officers, directors, agents, partners, members, employees, independent contractors, service providers and consultants ("Our Related Parties"), from and against any claims, damages, costs, liabilities and expenses (collectively, "Claims") arising out of or related to (a) your access to and use or misuse of this Site; (b) any User Content you post, upload, use, distribute, store or otherwise transmit on or through this Site; (c) any Feedback that you provide; (d) your violation of these Terms; and (e) your violation of any rights of another. You agree to promptly notify Us of any third party Claims, cooperate with Us in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including but not limited to attorneys' fees). You further agree that the We shall have the right to control of the defense or settlement of any third party Claims.

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Remedies

You agree that our remedy at law for any actual or threatened breach of these Terms would be inadequate and that we shall be entitled to specific performance or injunctive relief, or both, in addition to any damages that we may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including, without limitation, attorneys' fees. No right or remedy of ours shall be

exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses.

Modifications to Site

We reserve the right to modify or discontinue, temporarily or permanently, this Site or any features or portions thereof without prior notice.

No Third-Party Beneficiaries

These Terms are for the benefit of, and will be enforceable by, the parties only. These Terms are not intended to confer any right or benefit on any third party or to create any obligations or liability of a party to any such third party.

Miscellaneous

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms, and you do not have any authority of any kind to bind Us in any respect whatsoever. We may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on this Site. These Terms, which shall be deemed accepted by you upon your use of the Site, constitute the entire agreement among you and Us regarding use of this Site. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of the enforcement of such right or provision. If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable. These Terms are not assignable, transferable or sublicensable by you, except with our prior written consent. These Terms include and incorporate by reference Our Privacy Policy, which can be found here, and any notices regarding the Site.

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