

SMC PNEUMATICS (UK) LIMITED END USER LICENCE AGREEMENT

PLEASE READ CAREFULLY BEFORE DOWNLOADING DOCUMENTATION FROM THIS WEBSITE.

This end-user licence agreement ("**EULA**") is a legal agreement between you ("**End-user**" or "**you**") and SMC Pneumatics (UK) Limited (Company No. 01352967) whose registered office is located at of Vincent Avenue, Crownhill, Milton Keynes, MK8 0AN ("**Licensor**", "**us**" or "**we**" or "**our**") for printed or electronic documents ("**Documents**" or "**Documentation**") which relate to our products and which are downloaded through the Licensor's website www.smc Pneumatics.co.uk ("**Our Website**").

IMPORTANT NOTICE:

BY CLICKING ON THE "ACCEPT" BUTTON YOU AGREE TO THE TERMS OF THE LICENCE WHICH WILL BIND YOU.

1 GRANT AND SCOPE OF LICENCE

- 1.1 In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the Documentation, to assist you in your use of SMC products subject to these terms incorporated into this EULA by reference. We reserve all other rights.
- 1.2 You may use the Documents for your internal business purposes (if you are a business) only if you use the Documents in support of their permitted use.

2 LICENCE RESTRICTIONS

- 2.1 Except as expressly set out in this EULA or as permitted by any local law, you agree:
 - 2.1.1 not to copy the Documents except where such copying is incidental to normal use of the Documents, or where it is necessary for the purpose of back-up or operational security;
 - 2.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Documents;
 - 2.1.3 not to make alterations to, or modifications of, the whole or any part of the Documents, or permit the Documents or any part of it to be combined with, or become incorporated in, any other programs or documentation;
 - 2.1.4 to keep all copies of the Documentation secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Documentation;
 - 2.1.5 to include our copyright notice on all entire and partial copies you make of the Documentation on any medium; and
 - 2.1.6 not to provide or otherwise make available the Documentation in whole or in part (including any object and source code that may be included within the Documentation),

in any form to any person without prior written consent from us together **"Licence Restrictions"**.

3 ACCEPTABLE USE RESTRICTIONS

3.1 You must:

- 3.1.1 not use the Documentation in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data;
- 3.1.2 not infringe our intellectual property rights or those of any third party in relation to your use of the Documentation, including the submission of any material (to the extent that such use is not licensed by this EULA); and
- 3.1.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Documentation.

together **"Acceptable Use Restrictions"**.

4 INTELLECTUAL PROPERTY RIGHTS

- 4.1 You acknowledge that all Intellectual Property Rights in the Documentation belong to us or our licensors, that rights in the Documentation are licensed (not sold) to you, and that you have no rights in, or to, the Documentation other than the right to use it in accordance with the terms of this EULA.
- 4.2 **"Intellectual Property Rights"** means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

5 LIMITATION OF LIABILITY & WARRANTY

- 5.1 You acknowledge that the Documentation has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Documentation meet your requirements.
- 5.2 The Documentation is provided "AS IS" and no warranty is given as the accuracy of any terms within the Documentation. All implied and statutory conditions and warranties are excluded. We may update the Documentation from time to time. It is your responsibility to make sure that you are using the correct and most recent version of the Documentation. We accept no liability for reliance placed on the Documentation.

- 5.3 Nothing in this EULA shall limit or exclude our liability for:
- 5.3.1 death or personal injury resulting from our negligence;
 - 5.3.2 fraud or fraudulent misrepresentation; and
 - 5.3.3 any other liability that cannot be excluded or limited by English law.
- 5.4 Subject to clause 5.3, we shall not be liable to you for any loss of profit, loss of business, loss of reputation or depletion of goodwill, loss of opportunity or for any indirect, consequential, special or purely economic loss.
- 5.5 Subject to clause 5.3 and 5.4 our total liability to you arising under this agreement shall be capped on a per claim basis at £1,000.

6 TERMINATION

- 6.1 We may terminate this EULA immediately if:
- 6.1.1 you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
 - 6.1.2 you breach any of the Licence Restrictions or the Acceptable Use Restrictions
- 6.2 On termination for any reason:
- 6.2.1 all rights granted to you under this EULA shall cease;
 - 6.2.2 you must immediately cease all activities authorised by this EULA, including your use of the Documentation; and
 - 6.2.3 you must immediately delete or remove the Documentation from all devices and computers, and immediately destroy all copies of the Documentation then in your possession, custody or control and certify to us that you have done so.

7 COMMUNICATION BETWEEN US

- 7.1 If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail or by prepaid post to SMC Pneumatics (UK) Limited at Vincent Avenue, Crownhill, Milton Keynes, MK8 0AN. We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 7.2 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your request for the Documentation.

8 OTHER IMPORTANT TERMS

- 8.1 We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA. You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 8.2 If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 8.3 Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 8.4 Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction to settle any disputes arising from it or connection to it.