

WEBSITE TERMS AND CONDITIONS



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These terms and conditions ("**Terms**") apply to the use of the Site by you.

1. Copyright

The material on the web site (the "Site") which can be accessed via the urls www.cochran.co.uk, www.cochranchina.com, www.cochranru.com, www.cochran-pt.com and www.cochran-es.com is protected by copyright and/or database right throughout the world and is owned by Cochran.

2. Trade Marks

"Cochran", "Thermax", "Borderer", "Wee Chieftain", "Clansman", "Calpac", "Coalmaster", "Equinox" and "Synergy" are registered trademarks of Cochran.

3. Domain Names

The domain names www.cochran.co.uk, www.cochranchina.com, www.cochranru.com, www.cochran-pt.com and www.cochran-es.com are the property of Cochran.

4. Use of Web Site on these Terms

All use of the Site is on these Terms, which are a legal agreement between you and us and can only be modified with our written consent. We reserve the right to change these Terms at any time at our discretion, by publishing an amended version of these Terms on the Site.

If you do not agree to these Terms, you must cease use of the Site immediately.

5. Accuracy of Information and Disclaimer

We do our best to ensure all information on the Site is accurate. However we make no representations that information on the Site is accurate and up to date or complete. If you find any inaccurate information on the Site let us know and we will correct it, where we agree that it is inaccurate, as soon as practicable.

We accept no liability and offer no warranties in relation to the Site and its content, to the fullest extent such liability can be excluded by law.

6. Restrictions on Use

The Site contains copyright material, trade names and other proprietary information, including but not limited to text, software, photos, graphics and may include video, music and sound. The entire contents of the Site are protected by copyright law. We, or our licensors, own copyright and/or database right in the selection, co-ordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit, any of the content, in whole or in part, except as provided in these Terms.

You may download information from the Site for your own personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of the downloaded material will be permitted without our express permission and that of the copyright owner where we don't own the copyright. In the event of any permitted copying, redistribution or publication of copyright material, no changes are allowed. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

You will comply in your use of the Site with all laws applicable to you.

Where appropriate we may provide hypertext links on the Site to other sites that are operated by others. Using such a link (or otherwise navigating to any of those sites) means you are leaving our Site and we take no responsibility for, and give no warranties,

guarantees or representations in respect of, any of those other sites.

7. Linking

If you wish to create a link to the Site you must inform us by email and correctly acknowledge Cochran as the link destination. If we request at any time that you take down your link to the Site, you agree that you will take it down immediately.

8. Our liability

We provide all information on the Site free of charge and we accept no liability for the information provided.

We are a distributor (and not a publisher) of content supplied by users of the Site and other third parties. Users or other third parties are responsible for their content distributed by us, including its lawfulness, truthfulness and accuracy and must ensure that all their communications to the Site, whether by e-mail or otherwise, are free of any viruses or other malicious software which could prejudice the normal and proper functioning of the Site.

We do not guarantee or warrant that any material available for downloading from the Site will be free from malware and accept no liability for any damage in relation to this. You are responsible for implementing sufficient security procedures and virus checks to prevent any such damage.

9. Legal Jurisdiction and Dispute Resolution

These Terms are governed by Scots law. The Scottish courts have exclusive jurisdiction to settle any dispute which may arise out of, under or in connection with these Terms. The place of performance of the agreement made on these Terms will be Scotland. We make no warranty or guarantee that the Site or information available on or through it complies with laws other than Scots law.

10. General

Failure by us to enforce a right does not result in waiver of such right.

If any of these Terms are held to be invalid or unenforceable by any court having authority to determine such issues, the remaining terms of this agreement will not be affected.

You may not assign or otherwise transfer your rights or obligations under this agreement, nor sub-license your rights, nor sub-contract your obligations under this agreement.

11. Privacy Policy

We are committed to protecting your privacy. We will only use the information given at the time of ordering which is collected lawfully and in accordance with the Data Protection Act 1998. Your name will only be added to a mailing list with your consent and we do not transfer the data to third parties apart for the purpose of arranging deliveries or collections of goods by our third party couriers. The type of information we will collect about you includes your name, address, date of birth, company name, phone number and email address. Please note that some of these fields are optional. We collect information in order to process your order and to enable us to provide the most efficient and effective service possible. Our aim is not to send unsolicited emails to you unless you have consented to being on our mailing list. You may request to be removed from our mailing list by sending us an email. The personal data will be held securely in accordance with our internal security policy and current legislation.

We use Google Analytics which use cookies to store non-personally identifiable information to review user interactions on our website.

Please note that information messages and electronic mail passing over the Internet may not be free from interference by third parties. Consequently, we cannot guarantee the privacy or confidentiality of any information relating to you passing over the Internet.

12. Conditions of Sale

The content provided on this site is for information only and does not constitute an offer. For firm quotations and accurate specifications please contact our sales teams.

Where you purchase spare parts from our online store, your submission of the online order to us constitutes your offer to buy. Our e-mail Order Acknowledgement confirms receipt of your order by us subject to availability of the ordered parts. Contractual acceptance of your order by us will only take place once you are notified that the goods have been shipped. We will endeavor to manufacture or procure your requested parts as soon as possible. We will inform you if items are no longer available and whether we are able to substitute them.

For relevant conditions of sale please refer to Cochran's Model Terms and Conditions of Sale applicable to your territory (UK or EXPORT), which are hereby incorporated into this agreement as amended by this Clause 12.

13. Online Payment

Cochran offers an online payment facility to pay for the spare parts ordered by you in our online store. By making a payment using the online payment facility, you agree to be bound by these Terms and any other terms applicable to the online payment facility. If you do not accept these Terms and other such applicable terms, then you should not use the online payment facility.

Payments made using the online payment facility can only be accepted by us with authorisation from the cardholder. By making a payment using the online payment facility, you confirm that you are either the cardholder, or you otherwise have the cardholder's permission to make the payment.

When using our online payment facility, you will be redirected to a site powered by Sage Pay who will process your payment card details and take payment. For more information on Sage Pay please visit www.sagepay.co.uk. Your payment card details are handled exclusively by Sage Pay and are not stored within our system. For more information on how Sage Pay will process your card details, please view its privacy policy.

Where you believe that you have erroneously made a payment or overpaid any amount due, please contact us immediately at spares@cochran.co.uk. Our team will investigate the matter and, if appropriate, arrange for the erroneous or overpayment to be refunded. Any such overpayment must be refunded to the card that was originally used to make the overpayment, and any such refunds are entirely at the discretion of our management.

14. Information and contact details

For further information from us on any of these Terms or for any queries on them, please contact info@cochran.co.uk.