

## Terms and Conditions of Use

This page states the Terms and Conditions (the "Terms") under which you may use the website located at [www.froudedyno.com](http://www.froudedyno.com) (the "Website").

Froude referred to as "We", "Us" or "Our" in these Terms, may revise these Terms at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions because they are binding on you. Continued use of the Website constitutes your agreement to all such revised Terms. If you do not accept the Terms and Conditions stated here, do not use the Website.

The terms "You", "Your", "Yourself" and "Yours", when used in these Terms, includes any user of the website.

### 1. Your information (Data Protection)

[Please see Our Privacy Policy for details of how your information will be used by us.]

### 2. Cookies

Like many websites, our website uses cookies. Cookies are data files that are stored on your computer. They may contain information that enables a website promoter to identify each time a user visits a website, in order to see how the users are interacting with the website and to record how frequently they are returning to it. The cookies that we use do not contain personal data about you.

When you come to our website, the server attaches a small text file to your hard drive - that is the cookie. This file is unique to you - it can be read by the server or your browser software. This unique cookie tells us that your computer has been used to re-enter our website. We may also use cookies to authenticate and record your acceptance to other applicable terms and conditions. Finally, we may also use cookies to authenticate and record your acceptance to the handling of other information, including personal data that you may voluntarily provide from time to time.

Cookies cannot be executed as code or used to deliver a virus. Other servers cannot read them and personal information cannot be gathered from them. They are simply an identifier shared between you and us; we do not share them with anyone.

If you do not want to accept cookies from us, your browser software should allow you to decline or accept cookies. Look in the 'Preferences' or 'Internet Options' features of your browser to do this. However, you should know that if you disable acceptance of cookies or modify your cookies in any manner, you may not be able to access our website or specific information, materials and/or services available on our website.

### 3. Intellectual Property Rights

All content including pictures, designs, logos, photographs, written text and other materials on this website are owned, controlled or licensed to us. They are protected by copyright, trade marks and other intellectual property rights. Unauthorized use of this content is prohibited.

### 4. Links

These Terms only cover this website. Any links within this website are for convenience only. We accept no responsibility or liability for the content of websites which are not under our control. You use such other websites at your own risk.

### 5. Limitation of Liability

5.1 The material displayed on this website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we shall not be liable to you in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage incurred by you in connection with the website or in connection with the use, inability to use or as a result of the use of the website, any websites linked to it and/or any materials posted on it.

5.2 To the extent permitted by law, we shall not be liable to you in contract, tort (including without limitation, negligence) and/or breach of statutory duty for any loss of profits, business, goodwill, reputation, revenue or business opportunity whether direct or indirect and for any other indirect or consequential (including economic) loss of any kind which You may suffer in connection with the website or in connection with the use, inability to use or as a result of the use of the website, any websites linked to it and/or any materials posted on it.

5.3 Nothing in these Terms shall operate so as to:

Exclude either party's non-excludable liability in respect of death or personal injury caused by its negligence or the negligence of its servants or agents; or

Exclude liability for fraudulent misrepresentation

5.4 We do not warrant that the website will operate error-free or that the website and its server are free of computer viruses. If your use of the website results in the need for servicing or replacing equipment or data, we are not responsible for those costs.

5.5 Save as set out in these Terms, we, to the greatest extent permitted by law; exclude all warranties, conditions and other terms which might otherwise be implied by statute, common law or the law of equity.

### 6. Applicable Law

The construction, validity and performance of these Terms shall be governed in all respects by the laws of England and Wales. Any dispute arising under these Terms shall be subject to the exclusive jurisdiction of the English courts and the parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

### 7. General

For the avoidance of doubt nothing in these Terms shall confer on any third party any benefit or the right to enforce any provision of these Terms.

The rights and remedies of each party in respect of these Terms shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by one party neither to the other nor by any failure of or delay by a party in ascertaining or exercising any such rights or remedies.

The provisions of these Terms are severable and distinct from one another and, if at any time any of the provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

### 8. Contact details

This Website is owned and operated by: Froude Inc. 41123 Jo Drive, Novi, MI USA 48375

You can contact us by: Phone: +1 248.579.4295

Please note that calls may be recorded or monitored for training purposes.

E-mail: [sales@froudedyno.com](mailto:sales@froudedyno.com)

### 9. Complaints

If you are unhappy with anything that appears on this website, please refer complaints to: [info@froudedyno.com](mailto:info@froudedyno.com)