

# Newton Equipment

## Terms and Conditions

Version 3. April 2021

This Agreement shall be deemed that in the event of a conflict between the terms of this Agreement, the terms of this Agreement shall control.

This Agreement shall be deemed to have been made in the United Kingdom and shall be interpreted, and the rights and liabilities of the parties hereto determined in accordance with the law of the United Kingdom , without regard to conflicts of law principles.

User acknowledges that no joint venture, partnership, employment, or agency relationship exists between the User and Newton Equipment Ltd. as a result of this Agreement or use of this Web site. User agrees not to hold himself or herself out as a representative, agent, or employee of Newton Equipment Ltd. and Newton Equipment Ltd. shall be liable for any representation, act, or omission to the User.

Newton Equipment Ltd. ' s performance of this Agreement is subject to existing laws and legal process, and nothing contained on this Agreement is in derogation of Newton Equipment Ltd. ' s right to comply with law enforcement requests or requirements relating to the User's use of this Web site or information provided to or gathered by Newton Equipment Ltd. with respect to such use.

As a condition of use of this Web site, the User agrees to indemnify Newton Equipment Ltd., against and from any claims, demands, judgments, costs, liabilities, expenses, (including attorneys' fees), and damages arising out of claims resulting from User's use of this Web site, including, without limitation, any claims alleging facts that if true would constitute a breach by User of these terms and conditions.

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