

Caldera Heat Batteries Limited

Website Terms of Use

Last updated 27 November 2023

1. Preamble

These Terms apply to the Caldera website, which is operated by Caldera Heat Batteries Limited. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail.

2. Agreement to Terms

By registering with, accessing, or otherwise using this website, you hereby agree to be bound by the Terms set forth below. The mere use of this website implies the knowledge and acceptance of these Terms.

3. Digital Communication Consent

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

4. Ownership of Intellectual Property

Caldera Heat Batteries Limited control all of the copyright and other intellectual property rights in the website and the data, information, and other resources displayed by or accessible within the website.

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

5. Use of Third-Party Content

Our website may include hyperlinks or other references to other parties' websites. We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

6. Responsible Use

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes, or may cause, damage to the website or that interferes with the performance, availability, or accessibility of the website is strictly prohibited.

7. Submission of Ideas and Intellectual Property

Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

8. Right to Terminate Access

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Service thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be entitled to any compensation or other payment, even if certain features, settings, and/or any content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

9. Disclaimer of Warranties and Liability Limitations

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an “as is” and “as available” basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the content. We make no warranty that any content on the website, including but limited to product specifications or performance data, are correct.

Nothing on this website constitutes or is meant to constitute, legal, financial, or technical advice of any kind. If you require advice, you should consult an appropriate professional.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to £100. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

10. Assignment and Delegation Conditions

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

11. Breaches

Without prejudice to our other rights under these Terms, if you breach these Terms we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

12. Exemption for Force Majeure Events

Except for obligations to pay money hereunder, no delay, failure or omission by either party to carry out or observe any of its obligations hereunder will be deemed to be a breach of these Terms if and for as long as such delay, failure or omission arises from any cause beyond the reasonable control of that party.

13. Indemnification

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

14. Waiver

Failure to enforce any of the provisions set out in these Terms, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms, or the right thereafter to enforce each and every provision.

15. Revisions

We may update these Terms from time to time. It is your obligation to periodically check these Terms for changes or updates. The date provided at the beginning of these Terms is the latest revision date. Changes to these Terms will become effective upon such changes being posted to this website. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms.

16. Choice of Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes relating to these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted, and/or enforced to the maximum extent permissible so as to give effect to the intent of these Terms. The other provisions will not be affected.

17. Contacting Caldera

You may contact us regarding these Terms through our [contact](#) page or at Caldera Heat Batteries Limited, 7 Brunel Way, Fareham, Hampshire PO15 5TX, United Kingdom.