



BAYAT ENERGY

A greener tomorrow, today



Introducing the latest in hybrid wind and solar power generators

Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS WHEN USING OUR WEBSITE, WHICH IS SITUATED AT www.bayatenergy.co.uk ("Website"). These terms and conditions are issued by Bayat Energy Limited (the "Company")

1. INTRODUCTION

- 1.1 The Company's address is at Suite 110 Business Design Centre, 52 upper Street, London N1 0QH United Kingdom (Company Reg.No.07057629). The Company can also be contacted at info@bayatenergy.co.uk.
- 1.2 These terms and conditions are deemed to include our privacy policy and are collectively known as "these Terms".
- 1.3 By accessing any part of this Website, you shall be deemed to have accepted these Terms in full. If you do not accept these Terms in full, you must leave this Website immediately.
- 1.4 The Company may revise these Terms at any time by updating this posting. You should check this Website from time to time to review the then current version of the Terms, because they are binding on you. Certain provisions of this legal notice may be superseded or supplemented by express legal notices or terms located on particular pages on this Website.
- 1.5 These Terms can only be modified with the Company's prior written consent.

2. LICENCE

- 2.1 You are permitted to print extracts from this Website for the sole purpose of using the Website. You must not however copy, transmit, modify, republish, store (in whole or in part), frame, pass-off or link to any material on this Website without the Company's prior written consent.
- 2.2 The device, pictured below, is the registered trade mark of the Company. You may not use it or copy it without the prior written consent of the Company.
- 2.3 Unless otherwise stated, the copyright, and other intellectual property rights (including without limitation all trademarks, service marks and trading names) in all material on this Website (including without limitation photographs, code, text, files, names and graphical images) are owned by the Company or its licensors. For the purposes of these Terms, any use of extracts from this Website other than in accordance with paragraph 2.1 above for any purpose is prohibited. If you breach any of the terms in this legal notice, your permission to use this Website automatically terminates and you must immediately destroy any downloaded or printed extracts from this Website.
- 2.4 Any rights not expressly granted in these terms are reserved.

3. SERVICE ACCESS

- 3.1 While the Company endeavours to ensure that this Website is normally available 24 hours a day, due to the nature of software and the internet, the Company does not warrant that your access to, or the running of, this Website shall be uninterrupted or error-free. The Company shall not be liable if for any reason this Website is unavailable at any time or for any period.
- 3.2 Access to this Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

4. VISITOR MATERIAL AND CONDUCT

4.1

Other than personally identifiable information, which is covered under the Privacy Policy, any material you transmit or post to this Website shall be considered non- confidential and non-proprietary. The Company shall have no obligations with respect to such material. The Company and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non- commercial purposes.

4.2

You are prohibited from posting or transmitting to or from this Website any material:

4.2.1

that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

4.2.2

for which you have not obtained all necessary licences and/or approvals; or

4.2.3

which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in England or any other country in the world; or

4.2.4

which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

4.3

You may not misuse this Website (including, without limitation, by hacking).

4.4

The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of paragraph 4.2 or paragraph 4.3.

4.5

You accept that you are solely responsible for ensuring that your computer system meets all relevant technical specification necessary to use this Website and that your computer system is compatible with this Website.

5. LINKS TO OTHER WEBSITES

5.1

Links to third party websites on this Website are provided solely for your convenience. If you use these links, you leave this Website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

6. WARRANTY

6.1

While the Company endeavours to ensure that the information on this Website is correct, the Company does not warrant the accuracy and completeness of the material on this Website. The Company may make changes to the material on this Website at any time without notice. The material on this Website may be out of date, and the Company makes no commitment to update such material. The Company also does not warrant that such material will be free from infection, viruses and/or similar code.

6.2

The information provided on this Website is for general interest only and does not constitute specific advice.

6.3

The material on this Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with this Website on the basis that, to the maximum extent permitted by law, the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to this Website.

7. LIABILITY

- 7.1 Nothing in these Terms will be deemed to exclude the Company's liability to you for death or personal injury arising from our negligence, or for fraudulent misrepresentation.
- 7.2 Subject to clause 7.1, the Company will not be liable for any failures due to software or Internet errors or unavailability, or any other circumstances beyond its reasonable control.
- 7.3 Subject to clause 7.1, the Company accepts no liability for any loss suffered as a result of your use of this Website or reliance on any information provided on it and exclude such liability to the fullest extent permitted by law.
- 7.4 Subject to clauses 7.1 to 7.3 inclusive, the Company shall not be liable to you for:
- 7.4.1 any indirect, consequential, special or punitive loss, damage, costs and expenses; loss of profit; loss of business; loss of reputation; depletion of goodwill; or loss of, damage to or corruption of data.

8. GOVERNING LAW AND JURISDICTION

- 8.1 This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the non-exclusive jurisdiction of the English courts.

9. NOTICES

- 9.1 All notices shall be given:
- 9.1.1 to the Company, by email to info@bayatenergy.co.uk or by post to the Company's address set out on clause 1.1 or as may be amended from time to time;
- 9.1.2 to you, by email to the email address that you may from time to time provide to the Company
- 9.2 All notices sent by email will be deemed to have been received on receipt (or, when received on a national holiday or on a Saturday or a Sunday, the next working day following the day of receipt). All notice sent by post will be deemed to have been received 3 working days after the date of posting.

10. GENERAL

- 10.1 The Company may from time to time change the content of this Website or suspend or discontinue any aspect of this Website, which may include your access to it. Subject to the Company notifying you to the contrary, any amendments or new content to this Website will be subject to these Terms.
- 10.2 These Terms are the whole agreement between you and the Company. You acknowledge that you have not entered into this agreement in reliance on any warranty or representation made by us (unless made fraudulently). If a court decides that any part of these Terms cannot be enforced, that particular part of these Terms will not apply, but the rest of these Terms will. A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under these Terms shall not prevent the exercise of that or any other right. You may not assign or transfer any benefit, interest or obligation under these Terms. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.

Issue Date: September 2010

BAYAT ENERGY LIMITED

Suite 110 Business Design Centre, 52 Upper Street, London N1 0QH United Kingdom
tel. +44(0)20 7288 6358 e. info@bayatenergy.co.uk web. www.bayatenergy.co.uk
Company Reg.No. 07057629
