

Terms of Use

This page contains the Terms of Use for this website, including the UK field service app (collectively the “website”). The Terms of Use states the conditions and expectations which govern your use of this website. We recommend checking this page frequently to review any updates or changes to these documents.

These Terms of Use (together with the documents referred to in them) ("Terms") inform you of the conditions on which you may make use of our website(s), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the website. By using our website, you indicate that you accept these Terms of Use and that you agree to abide by them. If you do not agree to these Terms, please refrain from using our website.

We would also like to draw your attention to the fact that not all products and services listed on this website are available in all jurisdictions.

Information About Us

This website is operated by Duster Limited Bangladesh. Limited Bangladesh is a registered company whose address is 06, Gulshan Avenue, Level-3, Block- SW (H), Gulshan-1, Dhaka-1212, Bangladesh and operated on behalf of itself and its worldwide subsidiaries ("Duster Limited"). A list of the companies forming the Duster Limited is available by writing to us at the address below.

The terms "we", "us", "our" and "ours" when used in these Terms means Tennant, or any member of the Duster Limited. The terms "you", "your" and "yours" when used in these Terms mean any user of our website.

Accessing Our Website

Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our website without notice (see below). We will not be liable if for any reason our website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our website, or our entire website, to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use.

When accessing our website, you must use it in a fair and legal manner.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms, and that they comply with them.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off copies, and may download extracts, of any page(s) from our website for your reference and you may draw the attention of others within your organization to material posted on our website.

You must not use any part of the materials on our website for other commercial purposes without obtaining a license to do so from us or our licensors.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on our website must always be acknowledged.

If you print off, copy or download any part of our website in breach of these Terms of Use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Our Website Changes Regularly

We aim to update our website regularly, and may change the content at any time. If the need arises, we may suspend access to our website, or close it indefinitely. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

Our Liability

To the extent permitted by applicable law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

- All conditions, warranties and other terms which might otherwise be expressed or implied by statute, common law or the law of equity, including, without limitation, any warranties of merchantability or fitness for a particular purpose.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including but not limited to:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Information About You and Your Visits to Our Website

We process information about you in accordance with our privacy policy, which is available on this page. By using our website, you consent to such processing and you warrant that all data provided by you is accurate.

Transactions Concluded as a Result to Your Visit to Our Website

Any contract for the supply of goods forms as a result of your visit(s) to our website will be governed by these the Duster Limited Terms and Conditions found here unless otherwise agreed to in writing.

Viruses, Hacking and Other Offences

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you may commit a criminal offense under applicable laws. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

Linking to Our Website

You may establish a hyperlink to this website from any website that it owned by you. Such linking is subject to these Terms and Duster reserves the right to withdraw your permission to link if in Tennant's sole judgment it is reasonable to do so.

If you wish to make any use of material on our website other than that set out above, please address your request to info@dusterbd.com.

Links From Our Website

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Disclaimer

We make no warranties, representations or undertakings in relation to any of the content of this website (including the accuracy, quality or fitness for any purpose of the content).

Jurisdiction and Applicable Law

These Terms of Use shall be governed and construed in accordance with the laws of Bangladesh. Any disputes over any claim arising from, or related to, a visit to our website shall be subject to the exclusive jurisdiction of the Courts of Bangladesh. We retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

If these terms and conditions are not accepted in full, the use of this site must cease immediately.

Variations

We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our website.

Additional Terms

Certain pages or sections of this website may contain terms and conditions of use which are in addition to or different from these website Terms of Use. In the event of a conflict between both of these terms, the additional or different terms and conditions shall govern the relationship between you and our company with respect to the specific pages or sections to which they apply.

Your Concerns

If you have any concerns about material which appears on our website, please contact Dusterby email at info@dusterbd.com or by mail at the address below:

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