

## **No Warranty, Disclaimer of Liability and Indemnity**

Whilst every effort has been made to ensure the high quality and accuracy of the Site, Essen Computers makes no warranty, express or implied concerning the Essen Computers' content, the Site, software or products or services available through the Site (the "Site Services"), which are provided "as is". Essen Computers expressly disclaims all warranties, including but not limited to warranties of fitness for a particular purpose and warranties of merchantability. In no event will Essen Computers, its affiliates or other suppliers be liable for direct, special, incidental, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information or other pecuniary loss) arising directly or indirectly from the use of (or failure to use) or reliance on the Site Services, even if Essen Computers has been advised of the possibility that such damages may arise. Essen Computers does not guarantee the accuracy, content, or timeliness of the Site Services or that they or related systems are year 2000 compliant or free from viruses or other contaminating or destructive properties.

In no event will any liability of Essen Computers, its affiliates, agents and licensors to you (and/or any third party) arising out of any kind of legal claim (whether in contract, tort, or otherwise) in any way connected with the Site Services or breach of these Terms by Essen Computers exceed the amount, if any, paid by you to Essen Computers in respect of the particular Site Service to which the claim relates.

Upon Essen Computers' request, you agree to defend, indemnify and hold harmless Essen Computers from any claims and expenses, including reasonable legal fees, related to any breach of these Terms by you or your use of any Site Services.