

## **Terms & Conditions**

### **Terms and Conditions of Sale**

#### **1. Quotations, Acceptance of Orders**

- All price lists, quotes and estimates are subject to alteration without notice and shall only become binding when the buyers order is accepted.
- All quotations or estimates given, orders accepted and supplies are made subject to these terms and conditions. No addition and modification of these by the Buyer shall be deemed to have been accepted by the Seller or to form part of any contract between the Buyer and the Seller unless the Seller has specifically and expressly accepted the same in writing.

#### **2. Prices**

- If between the date of any order and the date or dates of delivery there are any price increases in cost of material, labour, overhead expenses, transport or any other costs which affect the manufacture or the delivery of the goods, then the price or prices stated herein shall be increased accordingly.
- All goods supplied are exclusive of VAT.

#### **3. Delivery**

- Worcestershire Chemicals will try to ensure delivery is honoured at the date requested by the Buyer. However, due to unforeseen circumstances that may be out of our control this date may not be guaranteed.
- If the Buyer refuses to accept delivery as agreed in accordance with the terms of the contract, the Seller shall be entitled, if they so wish, delay or cancel delivery without liability on their part and without prejudice to any right of remedy available to the Seller against the Buyer.
- The Seller may postpone any complete or part delivery until accounts are settled by the buyer as agreed in their payment terms.
- The Seller reserves the right to cancel or reduce any order if unable, for any reason, to complete part or all off the order.
- Delivered goods may be subject to carriage charge.
- We reserve the right to charge a 15% handling fee against the return of non-faulty goods.
- The goods may be returned to us within 7 working days from receipt of order but need to be in their original packing, along with the invoice. All return and re shipping charges are the Customers liability, and the customer will be liable to a maximum of 15% restocking fee. This at Worcestershire Chemicals discretion dependent on circumstances.

#### **4. Payment Terms**

- Unless otherwise agreed the terms are strictly 30 days from date the invoice was issued.
- Interest at the rate of 1.5% per month on the unpaid balance of the Buyer's account may be added on any such balance unpaid for 30 days or more, at the Sellers discretion.
- The Seller reserves the right to withdraw credit facilities should circumstances arise which may oblige to do so.

## **5. Damage, Storage, Non-Delivery**

- Written notice of any claim for the damage or storage must be given to the Seller, and in certain circumstances, to the Carriers within three days of delivery.
- All claims for non-delivery must be made within 14 days of the despatch date.

## **Terms & Conditions of Use**

Your access to and use of our website are subject exclusively and strictly to these Terms & Conditions of Use. These Terms & Conditions of Use are a legal agreement between us and describe the terms and conditions applicable to your use of our web site and the services we offer.

**www.chemi-kal.co.uk** reserve the rights to:

- Change or remove temporarily or permanently the web site or any item without given notice. We shall not be liable to you for any such change or removal.
- Change these Terms & Conditions of Use at any time, and your continued use of the web site following any change shall be deemed to be your acceptance of such change. It is your responsibility to check the Terms & Conditions of Use regularly for changes. If you do not agree with any change to the Terms & Conditions of Use you must immediately stop using the web site.

## **Intellectual Property**

You are permitted to use any material contained within our website only if given permission by us.

You must acknowledge that the material contained within the web site is made available for your own non-commercial use. You may only access, view, copy and/or print pages from the web site for the sole purpose of you evaluating whether to and/or placing an order with us. Any other use of the material within the web site is strictly prohibited.

All content included on this web site (including, without limitation, our trade marks, logos, graphics, text, photos, designs, logos, icons, images, data and software) is our property, or belongs to our affiliates and/or licensors, and as such is protected by international and UK copyright and other intellectual property laws.

## **Links to other web sites**

No mention of any organisation, company or individual, whether on these pages or on other web sites to which these pages are linked shall imply any approval or warranty by us as to the standing and capability of such organisations, companies or individuals.

- We take no responsibility for anything that might occur when you visit any other web site.
- When you click on a link you will leave this web site.
- We provide links to third parties only as a convenience to you.

## **Product Information**

All images, photographs, descriptions, specifications and advertising on this web site are published to give an approximate idea of the goods and services available. They will not form part of any contract with you and no warranty or guarantee shall be expressed or implied in any contract with you to purchase any of the goods or services advertised or published on our web site.

Any prices displayed on this web site are in UK sterling. The prices exclude VAT unless otherwise states, and are subject to change if the current rate of VAT changes before your order is accepted.

## **Goods and Services**

Any goods purchased by you outside of the European Union you will be responsible for paying any local sales tax and/or import duties arising at the delivery destination, which are not included in the price of the products.

Any orders placed with us will only be accepted and a contract formed once we have received payment in cleared funds. We will confirm our acceptance of your order on receipt of cleared funds by email (where a valid email address is provided).

We reserve the right at all times and at our sole discretion to refuse to accept any orders.

## **Limitation Of Liability**

The Web site and its contents are provided to you on an “as is” and “as available” basis without any representation, term, condition or warranty being given in relation to the Web site and its contents including (but not limited to) implied warranties of non-infringement, compatibility, security, accuracy or any implied warranty arising from course of dealing or usage or trade.

In addition, we exclude any representation or warranty that the information and/or facilities accessible via this web site are accurate, complete or current, or that this web site will be free of defects including, but not limited to, viruses or other harmful elements.

You assume all costs and risks arising as a result of its use of this web site.

We make no warranty that the Web site will meet your requirements or will be uninterrupted, timely, or error-free or that defects will be corrected.

We will not be responsible or liable to you for any loss of material uploaded or transmitted through the Web site and have no liability of any sort (including for negligence) for the acts or omissions of other providers of telecommunications services or for faults in or failures of their networks and equipment.

We will not be liable in contract, tort, negligence, for pre-contract or other representations (other than fraudulent or negligent representations) or otherwise out of or in connection with these Terms & Conditions of Use for: any economic loss (including without limitation loss of revenues, profits, contracts, business, anticipated savings, goodwill or reputation); or any special, consequential or indirect losses (however arising, including negligence) arising out of or in connection with your use of this web site.

Nothing in these Terms & Conditions of Use shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

**Indemnity**

You agree to fully indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including legal fees, arising out of any breach of these Terms & Conditions of Use by you or other liabilities arising out of your use of the Web site including your violation of any law or rights of a third party.

**Severance**

Each provision of these Terms & Conditions of Use shall be construed separately and independently of each other and the validity of any one part shall not affect the validity of any other part.

**Law**

These Terms & Conditions of Use shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English court.

The laws of your country may be different from English law and there may be additional legal requirements for you to use our web site or services. You must comply with all applicable local and international laws, statutes, ordinances and regulations regarding your use of our web site and services and it is your responsibility to ensure that your use of our web site and services is legal.