

# Terms and conditions

## UNIVAR SPECIALTY CONSUMABLES LTD

This page (together with the documents expressly referred to on it) tells you information about us and sets out the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) on our website (**our site**) to you. These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please ensure you read these Terms carefully and make sure that you understand them, before ordering any Products from our site. By ordering any of our Products, you are agreeing to be bound by these Terms. Before you place an order you will be asked to specifically agree to these Terms.

If you accept these Terms please click on the button marked "I Accept" at the end of these Terms. If you refuse to accept these Terms, you will not be able to order any Products from our site. You should print a copy of these Terms or save them to your computer for future reference. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time as we may amend these Terms from time to time as detailed further in clause 7.

### 1. UNIVAR SPECIALTY CONSUMABLES LIMITED, OUR SITE & OUR POLICIES

1.1 We operate the website [www.univarsc.com](http://www.univarsc.com). We are Univar Specialty Consumables Limited, a limited company registered in England and Wales under company number 00994213. Our registered office at Aquarius House, 6 Mid Point Business Park, Thornbury, Bradford, BD3 7AY. Our VAT number is GB557180334.

1.2 If you wish to contact us, please see our [Contact Us](#) page.

1.3 Use of this site is governed by our Terms of Use and Privacy Policies. Personal information is only used in accordance with our Terms of Use and Privacy Policies. We ask you please take the time to read these documents as they contain important terms and information which apply to you.

### 2. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

2.1 If you need help or assistance at any time with regards to processes associated with this site, please see our [Q & A \(Questions & Answers\)](#) page or [CONTACT US](#).

2.2 Our order process will allow you to check and amend any errors before submitting your order to us but please take the time to read and check your order at each page of the order process and before submitting.

2.3 After you have placed an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as outlined in clause 2.4.

2.4 We will confirm our acceptance to you by sending you an e-mail that confirms that the order has been processed (**Sales Order Confirmation**). The Contract between us will only be formed when we commence processing your order and you receive a Sales Order Confirmation.

2.5 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available We will inform you of this by email and we will not process your order. If you have already paid for the Products, we will contact you to discuss alternative products or refund you the full amount as soon as possible.

### 3. OUR RIGHT TO VARY THESE TERMS

3.1 We may revise these Terms from time to time and in particular in the following circumstances:

- (a) changes in how we accept payment from you; or
- (b) changes in relevant laws and regulatory requirements

(c) as and when required and in which case notice of revisions will appear on our website

3.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

3.3 Whenever we revise these Terms in accordance with this clause 3, we will make the amended Terms available on this site and they can be viewed every time at 'checkout' when placing new or repeat orders.

#### **4. IF YOU ARE A CONSUMER**

**This clause 4 only applies if you are a consumer.**

4.1 If you are a consumer, you may only purchase Products from our site if you are at least 18 years old. Some Products on our site can only be purchased if you satisfy the legal age requirement to purchase that product as a result of the nature of the product or materials contained within that product. We are not allowed by law to supply these Products to you if you do not satisfy these age requirements. If you are underage, please do not attempt to order these Products through our site. These Products may consist of:

(a) Solvents – available for purchase by persons aged 18 and over only

(b) Some Specific Adhesives – available for purchase by persons aged 18 and over only

(c) Aerosols

4.2 We intend to rely upon these Terms, our Terms of Use Policy and any documents expressly referred to in them in relation to the Contract between you and us.

4.3 As a consumer, you have legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

#### **5. IF YOU ARE A BUSINESS CUSTOMER**

**This clause 5 only applies if you are a business.**

5.1 If you are purchasing Products during the course of business or for use in or in the course of business you are not a consumer and you confirm that you have authority to bind any business on whose behalf you use our site to purchase Products.

5.2 These Terms, Our Terms of Use and Privacy Policies and any document expressly referred to in them constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms, our Terms of Use Policy or any document expressly referred to in them.

#### **6. YOUR CANCELLATION AND REFUND RIGHTS IF YOU ARE A CONSUMER**

**This clause 6 only applies if you are a consumer.**

6.1 If you are a consumer, you have a legal right to cancel a Contract under the Consumer Protection (Distance Selling) Regulations 2000) during the period set out below in clause 6.3. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a Product, you can notify us of your decision to cancel the Contract. Clause 6.5 outlines how your payment and refunds are dealt with. Advice about your legal right to cancel the Contract under these regulations is available from your local Citizens' Advice Bureau or Trading Standards office.

6.2 However, this cancellation right does not apply in the case of:

- (a) any made-to-measure or custom-made products;
- (b) short shelf life / perishable goods;
- (c) Selected Offer or Sale items;
- (d) Sealed goods which have been opened or used

6.3 Your legal right to cancel a Contract starts from the date of the Sales Order Confirmation, which is when the Contract between us is formed. If the Products have already been delivered to you, you have a period of 7 (seven) working days in which you may cancel, starting from the day after the day you receive the Products. Working days means that Saturdays, Sundays or public holidays are not included in this period. Your request will be rejected if the goods have been opened or used in anyway that would make them unsaleable following their return.

6.4 To cancel a Contract, you must contact us in writing by sending an e-mail to [univarsc@univareurope.com](mailto:univarsc@univareurope.com) or via the **CONTACT US** page on our website. You may wish to keep a copy of your cancellation notification for your own records.

6.5 If you cancel an order within 7 working days and the Products have not yet been despatched or delivered to you, you will receive a full refund of the price you paid for the Products and any delivery charges. If the Products have already been despatched or delivered to you, you will receive a refund of the price you paid for the Products but not any delivery charges and a **minimum charge of £12.99** will also be deducted from the refund to cover our costs of collecting the Products. The charge for collection will vary according to the weight of the Products. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave us notice of cancellation as described in clause 6.4. If you returned the Products to us because they were faulty or mis-described, please see clause 6.6.

6.6 If you have returned the Products to us under this clause 6 because they are faulty or mis-described, we will discuss possible replacement or alternative products with you. If we are unable to provide replacement Products we will refund the price of a defective Product in full, any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

6.7 We will make a refund to you on the credit card or debit card used by you to pay.

6.8 If the Products were delivered to you:

- (a) you must return the Products to us as soon as reasonably practicable;
- (b) unless the Products are faulty or not as described (in this case, see clause 6.6), you will be responsible for the cost of returning the Products to us;
- (c) you have a legal obligation to keep the Products in your possession and to take reasonable care of the Products while they are in your possession.
- (d) Goods that are not considered faulty and being returned **MUST** be in their original packaging, unopened with any seals intact and deemed as resaleable.

6.9 Details of your legal right to cancel and an explanation of how to exercise it are provided in these Terms and also shown in the Sales Order Confirmation.

6.10 As a consumer, you will always have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by the returns policy in this clause 6 or these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 7. PRODUCTS

7.1 All Products shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available.

7.2 The images of the Products on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

7.3 The packaging of the Products may vary from that shown on images on our site.

## **8. DELIVERY**

8.1 Your order will be fulfilled by the estimated delivery date set out in the Sales Order Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.

8.2 Delivery will be completed when we deliver the Products to the address you provided us with at time of confirming the order at checkout.

8.3 The Products will be your responsibility and be at your risk from the completion of delivery.

8.4 You own the Products once we have received payment in full, including all applicable delivery charges.

8.5 Products are not permitted for resale by you unless expressly agreed in writing by us.

## **INTERNATIONAL DELIVERY**

8.5 Unfortunately, we do not deliver to addresses outside the UK and Northern Ireland.

8.6 You may place an order for Products from outside the UK, but this order must be for delivery to an address in the UK.

## **9. PRICES OF AND DELIVERY CHARGES**

9.1 The prices payable for the Products will be as quoted on our site. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system.

9.2 Prices for our Products may change from time to time, but changes will not affect any order which we have confirmed with a Sales Order Confirmation.

9.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

9.4 The price of a Product does not include delivery charges. Our delivery charges are displayed and calculated during the basket to checkout process. Delivery charges are calculated depending upon the delivery option selected by you. For most orders we will offer either next day delivery or delivery within 2 working days. You will be given the option for morning delivery (prior to 12 noon) or delivery the next day by 5pm. Each delivery option incurs different charges as detailed during the checkout procedure. Some larger value orders and orders confirmed with e-vouchers may result in delivery being made free of charge. The delivery charges payable will be indicated prior to completion of your order. Details of how delivery charges are calculated can be found by clicking on this link. [DELIVERY CHARGES EXPLAINED](#).

9.5 Our site contains a large number of Products. It is always possible that, despite our best efforts, some of the Products on our site may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable

to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, we are not obliged to provide the Products to you at the incorrect lower price.

9.6 Where as a direct result of the United Kingdom's withdrawal from the European Union our costs of delivering the goods are materially increased, we shall be entitled to increase the price of the goods on at least 14 days' written notice to you for such Products delivered from, to or via the United Kingdom (at any point in the supply chain). This increase shall be documented by us, but for avoidance of doubt, does not need to be agreed by you in advance. For the purpose of this condition, an increase of 5% or more of our costs shall in all cases be deemed to be a "material" increase".

## **10. PAYMENT**

10.1 Payment for the Products and all applicable delivery charges is required in advance of delivery. You can only make payments with a debit or credit card. Your debit or credit card will be charged when you confirm your order and we have emailed back to you the Sales Order Confirmation.

## **11. OUR WARRANTY FOR THE PRODUCTS**

11.1 We provide a warranty that on delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 11.2.

11.2 The warranty above does not apply to any defect in the Products arising from:

- (a) fair wear and tear;
- (b) wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
- (c) if you fail to operate or use the Products in accordance with the user instructions;
- (d) any alteration or repair by you or by a third party who is not one of our authorised repairers; or
- (e) any specification provided by you.

11.3 The Products we sell are not sold as recommended for, or fit for, any particular purpose. You must carefully consider your own requirements and the suitability of a particular Product to those requirements when selecting them.

11.4 If you are a consumer, this warranty is in addition to your legal rights in relation to Products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## **12. TRADEMARKS**

12.1 All trademarks, registered or unregistered design rights, copyrights, confidential information, know-how and other intellectual property rights of any nature ("Intellectual Property") in all Products we supply are either owned by Us or our suppliers. By purchasing the Products you do not acquire any right in the Intellectual Property in the Products. We reserve the right to require you to discontinue use of any Intellectual Property or trademarks in any manner at any time.

## **13. OUR LIABILITY IF YOU ARE A BUSINESS**

**This clause 13 only applies if you are a business customer.**

13.1 We only supply the Products for internal use by your business, and you agree not to use the Product for any re-sale purposes.

13.2 Nothing in these Terms limit or exclude our liability for;

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) or other matters for which liability may not be limited or excluded under English law.

13.3 Subject to clause 13.2 we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for any loss of profits (whether direct or indirect), goodwill, business opportunity, loss of revenue, loss of anticipated savings or for any indirect, special or consequential loss (whether or not reasonably foreseeable and even if we have been advised of the possibility of you incurring the same) which arises out of or in connection with the Contract.

13.4 Subject to clause 13.2 and clause 13.3, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products.

13.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

#### **14. OUR LIABILITY IF YOU ARE A CONSUMER**

**This clause 14 only applies if you are a consumer.**

14.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

14.2 We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) or other matters for which liability may not be limited or excluded under English law.

#### **15. EVENTS OUTSIDE OUR CONTROL**

15.1 An Event Outside Our Control means any act or event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, the imposition of any embargo, export or import restrictions, quota or other restrictions or prohibitions, failure to grant any necessary licence or consent, any consequence arising as a result of or in connection with the United Kingdom's withdrawal from the European Union, accident, breakdown of plant or machinery, fire, flood, storm, default or failure of suppliers or subcontractors, breakdown of machinery or anything directly or indirectly interfering with the goods or services (including but not limited to the price or supply of raw materials, services or any other goods relating to the contract) or the manufacture, supply, shipment, arrival or delivery of the goods.

15.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

## **16. COMMUNICATIONS**

16.1 When we refer, in these Terms, to "in writing", this will include e-mail.

16.2 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by e-mail. [univarsc@univareurope.com](mailto:univarsc@univareurope.com). We will confirm receipt of this by contacting you in writing, normally by e-mail. If you are a consumer and exercising your right to cancel, please see clause 6 for how to tell us this.

16.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provided to us in your order.

16.4 If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **17. OTHER IMPORTANT TERMS**

17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this webpage if this happens.

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

17.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

17.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

17.5 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

17.6 You and we both agree to comply with all applicable laws, statute, and regulations relating to competition, anti-corruption and anti-bribery including, but not limited to, the Bribery Act 2010; You acknowledge that you have access to, and reviewed, a copy of the Univar Code of Conduct, Trade Compliance Policy, Anti-Bribery Policy Anti-Trust and Corruption Policy at <http://www.univar.com> and shall adhere to the principles contained therein, and any further compliance policies provided, as updated from time to time.

17.7 If you are a consumer, please be aware that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with the Contract or any matter related to it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction.

17.8 If you are a business, these Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

17.9 Data Protection. Should you receive any personal data, as defined by the General Data Protection Regulations (EU) 2016/679, as amended, replaced or superseded from time to time, including by the laws implementing or supplementing the General Data Protection Regulation (the "GDPR") from us, you shall ensure that it fully complies with the GDPR and only deals with the data in so far as required to fulfil its obligations under the Contract and these terms. You hereby agree to indemnify us against all claims, demands, actions, suits, judgments, orders, damages, costs, losses, expenses and liabilities suffered or incurred by us as a result of any breach of the GDPR by you.

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