

Holchem Laboratories Limited - Online Terms and Conditions of Supply of Goods and Services

1. About us

- 1.1 **Company details.** Holchem Laboratories Limited (company number 01686721) (**we** and **us**), is a company registered in England and Wales and our registered office is at Gateway House, Pilsworth Road, Pilsworth Industrial Estate, Bury, Lancashire, BL9 8RD. Our VAT number is 892213424. We operate the website www.holchem.co.uk.
- 1.2 **Contacting us.** To contact us telephone our customer service team at 01706 222288 or email info@holchem.co.uk. How to give us formal notice of any matter under the Contract is set out in clause 20.2.

2. Our contract with you

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you, and supply of goods and services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 **Language.** These Terms and the Contract are made only in the English language.
- 2.4 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.

3. Placing an order and its acceptance

- 3.1 **Placing your order.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods (**Goods**) and / or course(s) (**Course(s)**) specified in the order subject to these Terms.
- 3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.
- 3.4 **Accepting your order.** For Services, our acceptance of your order takes place when we send the email to you to accept it, at which point the Contract between you and us will come into existence. For Goods, we will confirm our acceptance to you by sending you an email that confirms that the Goods have been dispatched (**Dispatch Confirmation**). The Contract between you and us will only be formed when we send you the Dispatch Confirmation.

- 3.5 **If we cannot accept your order.** If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods and / or Course(s), we will refund you the full amount including any delivery costs charged as soon as possible.

4. Our Goods

- 4.1 Each of the Goods on our site is accompanied by either a product data sheet (**Product Data Sheet**) or a generic product description (**Product Specification**) setting out the specification of the relevant Goods.
- 4.2 The images of the Goods 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 reflects the colour of the Goods. The colour of your Goods may vary slightly from those images.
- 4.3 The packaging of your Goods may vary from that shown on images on our site.
- 4.4 We reserve the right to amend the Product Data Sheet or Product Specification if required by any applicable statutory or regulatory requirement.

5. Delivery, transfer of risk and title

- 5.1 We will aim to deliver within 3 days after the date of Dispatch. Occasionally our delivery to you may be affected by an Event Outside Our Control. See clause 19 (Events outside our control) for our responsibilities when this happens.
- 5.2 Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order and the Goods will be at your risk from that time.
- 5.3 You own the Goods once we have received payment in full, including of all applicable delivery charges.
- 5.4 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by an Event Outside Our Control, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 5.5 If you fail to take delivery within 10 days after the day on which we notified you that the Goods were dispatched, we may resell part of, or all the Goods.

6. No international delivery

- 6.1 Unfortunately, we do not deliver to addresses outside the UK or the Republic of Ireland.
- 6.2 You may place an order for Goods from outside the UK, but this order must be for delivery to an address in the UK or the Republic of Ireland.

7. Manufacturer's guarantee

Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the relevant Product Data Sheet or Product Specification.

8. Our warranty for the goods

8.1 The Goods are intended for use only in the UK and the Republic of Ireland. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK or the Republic of Ireland.

8.2 We provide a warranty that on delivery and for the period set out in the relevant Product Data Sheet or Product Specification the Goods shall:

- (a) subject to clause 4, conform in all material respects with the Product Data Sheet or Product Specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

8.3 Subject to clause 8.4, if:

- (a) you give us notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 8.2;
- (b) we are given a reasonable opportunity of examining the Goods; and
- (c) if we ask you to do so, you return the Goods to us at your cost,

we will, at our option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

8.4 We will not be liable for breach of the warranty set out in clause 8.2 if:

- (a) you make any further use of the Goods after giving notice to us under clause 8.3;
- (b) the defect arises as a result of us following any drawing, design or specification supplied by you;
- (c) you alter or repair the Goods without our written consent;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (e) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.5 We will only be liable to you for the Goods' failure to comply with the warranty set out in clause 8.2 to the extent set out in this clause 8.

8.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

8.7 These Terms also apply to any repaired or replacement Goods supplied by us to you.

9. Our Courses

- 9.1 **Compliance with the Course Specification.** Subject to our right to amend the specification (see clause 9.2) we will supply the Course(s) to you in accordance with the specification for the relevant course(s) appearing on our website (**Course Specification**) at the date of your order in all material respects.
- 9.2 **Changes to Course Specification.** We reserve the right to amend the Course Specification if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Course(s), and we will notify you in advance of any such event.
- 9.3 **Reasonable care and skill.** We warrant to you that the Course(s) will be provided using reasonable care and skill.

10. Your obligations

- 10.1 It is your responsibility to ensure that:
- (a) the terms of your order are complete and accurate;
 - (b) you co-operate with us in all matters relating to the Course(s);
 - (c) your employees, agents, consultants or subcontractors who are due to attend the Course(s) attend at the time, on the date and at the location specified in the Course Specification; and
 - (d) you provide us with such information we may reasonably require in order to present the Course(s), and ensure that such information is complete and accurate in all material respects.
- 10.2 If our ability to provide the Course(s) is prevented or delayed by any failure by you to fulfil any obligation listed in clause 10.1 (**Your Default**):
- (a) we will be entitled to suspend provision of the Course(s) until you remedy Your Default, and to rely on Your Default to relieve us from the provision of the Course(s), in each case to the extent Your Default prevents or delays provision of the Course(s). In certain circumstances Your Default may entitle us to terminate the contract under clause 18 (Termination);
 - (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to provision the Course(s); and
 - (c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

11. Intellectual property rights

- 11.1 All intellectual property rights in or arising out of or in connection with the Course(s) will be owned by us.
- 11.2 We agree to grant you a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use the materials from any Course for the purpose of receiving and attending the Course(s) and adopting learning from the Courses within your business. You may not sub-license, assign or otherwise transfer the rights granted in this clause 11.2.

12. Courses in UK and the Republic of Ireland only

- 12.1 All of our Courses are held within the UK and the Republic of Ireland.
- 12.2 You may place an order for the Courses from an address outside the UK or the Republic of Ireland, but this order must be for attendance at a Course at an address in the UK or the Republic of Ireland (as set out in the relevant Course Specification).

13. Charges

- 13.1 The prices of the Goods and Courses will be as quoted on our site at the time you submit your order. We take all reasonable care to ensure that the prices of Goods and Courses are correct at the time when the relevant information was entered onto the system. However, please see clause 13.5 for what happens if we discover an error in the price of Goods or Course(s) you ordered.
- 13.2 Prices for our Goods and Courses may change from time to time, but changes will not affect any order you have already placed.
- 13.3 The price of Goods and Courses excludes 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 Goods and / or Course(s) in full before the change in VAT takes effect.
- 13.4 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.
- 13.5 We sell a large number of Goods and Courses through our site. It is always possible that, despite our reasonable efforts, some of the Goods or Courses on our site may be incorrectly priced. If we discover an error in the price of the Goods or Course(s) 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 Goods or Course(s) 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. If we mistakenly accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and / or Course(s) and refund you any sums you have paid.

14. How to pay

- 14.1 You can only pay for Goods and / or Courses using a debit card or credit card via the payment gateway in use at the time of the transaction.
- 14.2 Payment for the Goods and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your Goods.

15. How we may use your personal information

- 15.1 We will use any personal information you provide to us to:
 - (a) provide the Goods and / or Course(s); and
 - (b) process your payment for the Goods and / or Course(s).

- 15.2 Any personal information you provide to us will be dealt with by us in accordance with:
- (a) unless and until the General Data Protection Regulation (EU) 2016/679 (**GDPR**) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then
 - (b) any successor legislation to the GDPR or the Data Protection Act 1998.
- 15.3 Further details of how we will process personal information are set out in our Privacy Policy on our web site.
- 16. Our liability: your attention is particularly drawn to this clause**
- 16.1 We only supply the Goods for internal use by your business, and you agree not to use the Goods for any resale purposes.
- 16.2 Nothing in these the Contract limits or excludes our liability for:
- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - (d) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - (e) any other liability which cannot be limited or excluded by law.
- 16.3 Subject to clause 16.2, we will under no circumstances be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) any loss of profits, sales, business, or revenue; or
 - (b) loss or corruption of data, information or software; or
 - (c) loss of business opportunity; or
 - (d) loss of anticipated savings; or
 - (e) loss of or damage to goodwill; or
 - (f) any indirect or consequential loss.
- 16.4 Subject to clause 16.2, our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed 100% of the price of the Goods or Course(s) from which the liability has arisen.
- 16.5 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods and / or Course(s). 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 Goods are suitable for your purposes.

16.6 Nothing in these Terms limits or affects the exclusions and limitations set out in our Online Terms of Website Use found on our web site.

17. Confidentiality

17.1 We each undertake that we will not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 17.2.

17.2 We each may disclose the other's confidential information:

- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 17; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

17.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

18. Termination

18.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or the provision of the Course(s), or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

18.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

18.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

19. Events outside our control

- 19.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).
- 19.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under the 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 Goods / provision of the Course(s) to you, we will arrange a new delivery date / date for provision of the Course(s) with you after the Event Outside Our Control is over.
- 19.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Goods you have already received, and we will refund the price you have paid, including any delivery charges but less the charges reasonably and actually incurred by us in providing any Course(s) up to the date of the occurrence of the Event Outside Our Control.

20. Communications between us

- 20.1 When we refer to "in writing" in these Terms, this includes email.
- 20.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 20.3 A notice or other communication is deemed to have been received:
- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
 - (c) if sent by email, at 9.00 am the next working day after transmission.
- 20.4 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 email, that such email was sent to the specified email address of the addressee.
- 20.5 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

21. General

21.1 Assignment and transfer.

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.

- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

- 21.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).
- 21.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, 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 or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 21.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 21.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 21.6 **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.