

Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you. These terms and conditions will prevail over your own terms and conditions unless we agree otherwise with you in writing.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 Are you a business customer or a consumer? In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in red and those specific to businesses only are in blue.

1.4 If you are a business customer this is our entire agreement with you. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

2.1 Who we are. We are Universal Resource Trading Limited a company registered in England and Wales. Our company registration number is 09371140 and our registered office is at Unit 24 Sir Alfred Owen Way, Pontygwindy Industrial Estate, Caerphilly, Wales, CF83 3HU. Our registered VAT number is GB 205972993.

2.2 How to contact us. You can contact us by telephone at 02920 864661 or by writing to us at sales@unigreenscheme.co.uk.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

4. Our products.

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 Product Quality. Our products are all second-hand and used products. We are unable to guarantee that any of our products are in good working order, fit for purpose or free from any damage, contamination or fault. We will, where we are able, note in the product description on our website the estimated condition of the product, however please note that this estimation is made without having had the product tested. You will be responsible for getting the product tested by a relevant and reputable source to ensure that the product is fit for purpose. Please ensure that you have read the product description in full prior to purchasing a product as the description may contain details of the product's condition. We make no representations and give no warranties as to the quality, condition, state or description of the product or their fitness or suitability for any purpose. All implied statutory or common law terms, conditions and warranties as to the process are excluded to the fullest extent permitted by law.

4.3 Electrical Safety. Whilst every effort is made by us to ensure equipment is safe for use, it is not possible to prevent damages to the item or electronics such as cabling in shipping. If you are a business customer you should ensure all electrical equipment is safe for use, including where appropriate carrying out PAT testing. If you are a consumer, you should inform us of any suspected electrical issue including but not limited to any obvious damages to the item, exposed cabling or damaged plugs.

- (a) In some cases, we may sell items that have failed electrical safety testing including visual inspections. These items will be advertised and sold as spares / repairs only, clearly marked with FAILED stickers, and details on the reason for failure where known will be provided.

- (b) Where items are purchased by you that have failed a PAT or electrical safety inspection you are solely responsible for ensuring that the item is not used again in its current state and any defect rectified by a competent electrician or electrical engineer.
- (c) You warrant in purchasing this item, that you will:
 - (A) not use the item in its current condition. If you intend to use the item, you must have plans to professionally repair or upgrade the item so that it meets the relevant standards of the country of use. Within the UK this may include the standards set out in The Plugs and Sockets etc. (Safety) Regulations 1994, The Electrical Equipment (Safety) Regulations 2016, and any other relevant or prevailing legal standards.
 - (B) use the item for spares / repairs purposes only where electrical safety of the part will be retested and meets appropriate standards in a new piece of electrical equipment.
 - (C) ensure that any onward buyer or user of the item is appropriately informed of any remaining electrical safety issues with the item or its parts.

5. Providing the products

5.1 Delivery costs. We will advise you of the cost of delivery in writing when you provide us with the relevant delivery details prior to accepting your order.

5.2 Collection by you. If you have asked to collect the products from our premises, you can collect them from us after the date confirmed in your order confirmation email at any time during our working hours of 9am to 4pm on weekdays (excluding public holidays), however please ensure that you have given us reasonable notice of when you want to collect your order to allow us time to ensure it is ready for collection. We shall not be responsible for any costs of collection, including for the avoidance of doubt any costs incurred by you in collecting the product (including any courier costs arranged by you) where you have not arranged a time or date with us in advance to collect the product. When collecting the products from our premises, we shall not be responsible for any damage or loss incurred whilst loading the product into your chosen mode of transport including for the avoidance of doubt where we assist you in the loading process.

5.3 When we will provide the products. During the order process we will contact you with an estimated delivery date. On orders being delivered to the UK or Europe we aim to dispatch the product within 1 working day, or 3 to 4 working days where the product needs to be placed on a pallet. Deliveries are aimed to be made within 30 days. For orders being delivered internationally beyond the UK or European Union, we aim to deliver within 90 days, however this may vary depending on the delivery destination, the complexity of customs documentation required and any delays from relevant third parties (e.g. couriers and customs). Please note that

the delivery date that we provide you is only an estimate, we are unable to guarantee our delivery dates, and we will not be liable for any consequential losses you incur (for the avoidance of doubt shall also include any installation costs) as a result of the product not arriving on the estimated delivery date.

- 5.4 We are not responsible for delays outside our control.** If our delivery of the products is delayed or prevented by an event outside our control (including but not limited to act of God, War, riot, strikes or other industrial action, whether official or unofficial, boycotts, lockouts, government, including local legislation or regulation, delay in transport or shortage of materials) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event. **If you are a consumer ordering a product for delivery within the UK and there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not yet received provided that you allow us to arrange a return of the product if it is delivered to you following cancellation.**
- 5.5 We are not responsible for installation or taking the product into the delivery address.** Our couriers or delivery drivers will only deliver the product to the outside of the delivery address provided. We will not be responsible for taking the product inside the premises at the delivery address or for installing the product, you will need to arrange for the product to be installed from the place the product is dropped off by our delivery drivers/couriers outside of the delivery address provided when ordering the product.
- 5.6 Where you have ordered a large goods item for pallet delivery.** If you have ordered a large goods item from us which will require it to be delivered on a pallet, you must inform us prior to delivery of any delivery or access restrictions for lorries or any HGV vehicles including but not limited to, vehicle weight or height restrictions, special access or permit only restrictions, pedestrianised or narrow streets where access by a lorry is not possible. If you do not inform us of these restrictions, we may not be able to deliver the goods to you and you may be charged for failed delivery attempts. We will not be responsible for any consequential losses of a product not being delivered as a result of you not advising us of any delivery restrictions.
- 5.7 If you are not at the delivery address when the product is delivered.** If no one is available at the address you specified to take delivery and the products cannot be posted through your letterbox, we will contact you informing you of how to rearrange delivery and whether there will be any associated costs for the redelivery.
- 5.8 If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery or collect them from us we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 8.2 will apply.

- 5.9 When you become responsible for the goods.** A product which is goods will be your responsibility from the time the product is delivered to the address you gave us, or you or a carrier organised by you collect it from us.
- 5.10 When you own goods.** You own a product which is goods once we have received payment in full.
- 5.11 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, relevant information required by customs agents. If so, we will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 8.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.
- 5.12 We will not be responsible for any customs fees.** Where we are arranging for deliveries or returns internationally, we will not be responsible for any costs or fees (or any accrued interest on those costs and/or fees) charged or raised by any relevant customs authority for your import and/or subsequent export of goods. For the avoidance of doubt, where a product has been detained in customs pending any information required by you, you will be responsible for the storage costs of the relevant customs authority until the product has been released.
- 5.13 Accepting the goods in a timely manner.** Unless otherwise arranged you should collect the goods or allow us to deliver them to you within 45 days of the date of order.
- 5.14 Storage Charges.** It is our expectation in entering this contract that you will collect the goods or allow us to deliver them in a timely manner in accordance with clause 5.13. This should be no later than 45 days after the date of order unless otherwise agreed in writing. If you fail to collect the goods or allow us to deliver them to you within this time then the following charges will apply.
- First 45 days from date of order – No storage costs will be charged by us.
 - From 46 days from date of order – We will make an assessment of the value of your order, the number and size of pallets and the number of parcels. We will then charge £30+VAT per pallet per week and £10+VAT per parcel based on our assessment. Oversized pallets that exceed 2.2m tall or 1.6m in any direction will be charge at £60 per pallet per week. Our assessment of number of pallets and parcels will prevail in all cases. You will be informed of this assessment using whatever communication method the order was placed. Where we are unable to contact you, our assessment will prevail. If you dispute our assessment of the number of pallets and parcels, you

must arrange collection of or allow us to deliver the goods within 10 days of receiving our assessment.

- Once accrued storage charges exceed the value of our assessment of your order, or 180 days from the date of your order passes (whichever is sooner), we will consider the goods entirely forfeit into our possession and you will be sent a final notification. The goods will be disposed of by us entirely at our discretion which may include resale.
- Unless otherwise agreed with us in writing, you will only be able to pay for and collect or allow us to deliver all of your order. We will not accept payment on only part of your order, or release only part of the order to you.
- Whilst the goods are stored with us they will not be insured for loss or damage after day 45. We are not liable for any loss or damage after day 75, including if you make payment on storage charges and note damages after release of goods.
- You will not be allowed to collect your order unless any outstanding storage charges are paid. With prior written agreement by us, you will be allowed to inspect your order prior to making payment of storage charges. If you note damages or loss to your order after day 75, you must decide whether to make payment of storage charges or forfeit the order.
- For avoidance of doubt, if you do not accept delivery of your goods or collect them from us within 45 days of the date of your order, you will not be able to return the item to us for any reason including defect under clause 11.

6. Your rights to end the contract.

6.1 Ending your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it when you decide to end the contract and whether you are a consumer or business customer:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced (where possible) or to get some or all of your money back), see clause 10 if you are a consumer and clause 11 if you are a business;
- (b) **If you are a consumer and have just changed your mind about the product, see clause 6.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions, and you will have to pay the costs of return of any goods;**
- (c) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 6.5.

- 6.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (b) below, the contract will end immediately, and we will refund you any products which have not been provided. The reasons are:
- (a) there is a risk that supply of the products may be significantly delayed because of events outside our control; and
 - (b) you have a legal right to end the contract because of something we have done wrong.
- 6.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online, you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 6.4 When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:
- (a) products which have been altered in any way (including any re-configuration of settings);
 - (b) products which for health or hygiene purposes, once these have used or worn, for example gas masks;
 - (c) any products which become mixed inseparably with other items after their delivery; or
 - (d) any product which has been used with any chemicals or been exposed to any radioactive materials which has not been properly decontaminated prior to return.
- 6.5 Ending the contract before it is completed where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 6.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract is completed when the product is paid for and delivered. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know.
- 7. How to end the contract with us and return the product (including if you are a consumer who has changed their mind)**
- 7.1 Tell us you want to return the product.** To end the contract with us, please let us know by emailing us at sales@unigreenscheme.co.uk. Please provide your name, address, details of the order and, where available, your phone number and email address.
- 7.2 Returning products after notifying us.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either post them back to us at Unit 24 Sir Alfred Owen Way, Pontygwindy Industrial Estate, Caerphilly, Wales, CF83 3HU or (if they are not suitable for posting) allow us to collect them from you. Please email us at sales@unigreenscheme.co.uk to arrange collection. **If you are a**

consumer exercising your right to change your mind you must send off the goods within 14 days of telling us, you wish to end the contract.

7.3 Decontamination of products being returned. When you return a product to us you will be responsible for ensuring that any product which has been used or exposed to any chemical, biological, pathogenic, explosive, radioactive or other contaminated materials has been properly decontaminated prior to return.

7.4 When we will not pay the costs of return. Unless we have agreed otherwise with you in writing, we will not pay the costs of return (to include any customs payment, fees or penalties raised by any customs authority if you are based outside of the UK):

- (a) If you are based outside of the United Kingdom;
- (b) if you are a consumer exercising your right to change your mind;
- (c) if we notify you in writing that we will not pay the cost of return;
- (d) any cost incurred in relation to a return over the sum of £50;

In all other circumstances we will pay the costs of return of the product from the address that the product was delivered to you.

7.5 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection from the address that the product was delivered to you. We will advise you of the cost of collection in writing prior to collection.

7.6 How we will refund you. If you are entitled to a refund under these terms, we will refund you the price you paid for the products, by the method you used for payment. However, we may make deductions from the price, as described below.

7.7 When we may make deduction from refunds. If you are returning a product to us for any reason:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer;
- (c) Where we are arranging for returns from an international country, we will not be responsible for any costs or fees (or any accrued interest on those costs and/or fees) charged or raised by any relevant customs authority, these costs will be deducted from the refund amount;

- (d) Where a product is returned to us and is not properly decontaminated, we will deduct the cost of decontamination including any costs associated with quarantining and /or testing the product (where necessary) from the refund.

7.8 When we will not make a refund. Where it is not possible to decontaminate a product returned to us, we may refuse the returned product and return it to you to be properly disposed of. Where we may need to destroy a contaminated product, we will not make a refund to you.

7.9 When your refund will be made. We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind, then:

- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 7.2; or
- (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

7.10 Where you want to return a large item. Where you return a large item that was delivered to you on a pallet you will be responsible for ensuring that the item is placed back on the pallet before we are able to collect or arrange for collection of the product. Where the product has not been placed on a pallet, we may not accept the return of this product and a refund will not be issued or the cost of placing the product on a pallet and the cost of rearranging collection will be deducted from your refund.

8. Our rights to end the contract.

8.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due, and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, information required by any relevant customs authority or third party courier; or
- (c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

8.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9. If there is a problem with the product

9.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can email us at sales@unigreenscheme.co.uk.

9.2 Recall. We may in certain instances need to recall a product from you where we have discovered that there is an issue with the product in question. In this instance we will arrange for the product to be returned to us and you will receive a refund for the price of the product and any delivery payments made. Unless we agree with you otherwise, we will not be responsible for any costs or losses in respect of installation or maintenance paid by you prior to recall of the product.

10. Your rights in respect of defective products if you are a consumer.

10.1 If you are a consumer, we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.

b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 6.3.

10.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call us on 02920 864661 or email us at sales@unigreenscheme.co.uk for a return label or to arrange collection.

11. Your rights to return a product if you are a business.

11.1 If you are a business customer, we will warrant to accept return of any products for any reason within 45 days of delivery to you of the product subject to these terms and conditions.

You must notify us in writing within 45 days of delivery if you wish to return a product, and the reason for the return.

If a return arises because of damage in shipping, you must retain all original packaging, take detailed photos of the packaging and the unit, and assist us in all documentation requirements so that we may claim for damages from our courier.

If we accept a return, we shall offer you a full refund in exchange of return of goods. If a problem arises from a defective product we shall, at our option, arrange for the product to be repaired or replaced (where possible), or refund the price of the defective product in full. We may in certain circumstances agree in writing a partial refund of the product where you are able to get the product repairs yourself.

11.2 We will not accept any return in accordance with clause 11.1 if:

- (a) we informed you prior to purchasing the item that it was non returnable.
- (b) you did not collect the goods from us or did not allow us to deliver them to you within 45 days of the date of your order, in accordance with clause 5.13 and 5.14
- (c) you did not give us notice in writing within 45 days of delivery that you would like to return the product.
- (d) you did not provide us necessary information to be able to claim for damages from our courier in the event of a damaged item on delivery.
- (e) we are not given reasonable opportunity of examining the product.
- (f) you make any further use of such product after giving a notice in accordance with clause 11.2(c).
- (g) a defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice.
- (h) you alter or repair the product without our written consent.
- (i) a defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- (j) you do not return the product to us in accordance with clause 7.

11.3 Except as provided in this clause 11, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 11.1.

12. Price and payment

12.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to

ensure that the price of the product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

- 12.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 12.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 12.4 When you must pay and how you must pay.** Once your order is accepted we will send you an invoice outlining the price of the products. Details for how payment can be made will be outlined on our invoice. Unless we have agreed otherwise with you in writing, you must pay for the products before we dispatch them.
- 12.5 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 12.6 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 12.7 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know.
- 13. Our responsibility for loss or damage suffered by you if you are a consumer**
- 13.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so .** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 10.1.

13.3 **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 14.

14. Our responsibility for loss or damage suffered by you if you are a business

14.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability .

14.2 Except to the extent expressly stated in clause 11.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

14.3 Subject to clause 14.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us (including for the avoidance of doubt any loss of samples, nitrogen loss or loss of samples in liquid nitrogen storage vessels); and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.

15. How we may use your personal information

15.1 **How we will use your personal information.** We will only use your personal information as set out in our privacy policy which can be accessed here [link to privacy policy].

16. Other important terms

- 16.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 16.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 16.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 16.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English and Welsh law and you can bring legal proceedings in respect of the products in the English and Welsh courts. If you live outside of England and Wales you can bring legal proceedings in respect of the products in either the courts in the country where your product was delivered or the English and Welsh courts.
- 16.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.