

GENERAL TERMS AND CONDITIONS OF SALE OF EURORESINS UK LIMITED

Please read these Term and Conditions carefully each time before you submit your order to us as we may change them from time to time. They govern our supply of Goods to you. The Seller (as defined below) hereby expressly rejects the applicability of any terms and conditions of the Customer (as defined below). These General Terms and Conditions of Sale contain conditions limiting or excluding liability

In the event that the Customer (as defined below) is a consumer then the provisions of Clause 25 shall apply (and where they conflict with the remainder of the Terms and Conditions take precedence) but not otherwise. A consumer means an individual acting for purposes that are wholly or mainly outside their trade, business, craft or profession.

These Term and Conditions were last changed on 1 August 2016.

Part 1. DEFINITIONS

In these Conditions, the following definitions apply:

- (a) “**Conditions**” means these General Terms and Conditions of Sale, as may be amended in accordance with clause 3.1;
- (b) “**consumer**” has the meaning stated above;
- (c) “**Customer**” means the person so indicated in the Order;
- (d) “**Goods**” means the goods the Customer order via Seller's Website;
- (e) “**Order**” means the on-line order submitted by Customer via the Website;
- (f) “**Seller**” means Euroresins UK Limited;
- (g) “**Seller's Confirmation**” means a written confirmation by Seller to Customer that the Seller has accepted Customer's Order;
- (h) “**Specification**” means the specifications for the Goods posted on the Website by Seller at the time of the Order;
- (i) “**Use**”, in relation to Goods, means handling, use, processing, transportation, storage and sale by Customer;
- (j) “**Website**” means Seller's website at euroresins.co.uk.

Part 2. INFORMATION ABOUT CONTACTING THE SELLER

- (a) Seller is a company registered in England and Wales under registration number 02225761. Seller's registered office address is at Cloister Way, Bridges Road, Ellesmere Port, Cheshire, CH65 4EL, UK. The Seller's VAT number is GB205017852
- (b) Seller may be contacted in writing by email to enquiries@euroresins.com
- (c) Seller may contact Customer at the telephone number, email address and postal address indicated in the Order.

Part 3. THESE CONDITIONS

- (a) These Conditions govern the supply of all Goods by Seller to Customer.
- (b) Orders must come only from a Customer located in the United Kingdom and Seller delivers only within the United Kingdom. If Customer is located in another country, it should consult the Website and any linked websites for information on buying Euroresins products.
- (c) These Conditions supersede any and all prior oral and written quotations, communications, agreements and understandings of the parties in respect of the sale and delivery of the Goods and shall apply in preference to and supersede any and all terms and conditions of any terms and conditions submitted by Customer. Failure of Seller to object to terms and conditions set by Customer shall in no event be construed as an acceptance of any terms and conditions of Customer. Seller's delivery of Goods shall not be deemed or construed as acceptance of any of Customer's terms and conditions. By submitting the Order, Customer offers to buy the Goods in accordance with these Conditions.
- (d) Seller shall be entitled to update and/or amend these Conditions at any time and from time to time, by posting the Conditions as so amended on the Website. These Conditions as so updated and/or amended shall have effect immediately upon being posted to the Website. Any updating and/or amendment to these Conditions shall not affect any Orders submitted before the updated and/or amended Conditions were posted to the Website.
- (e) Seller and Customer agree that valid, enforceable and binding obligations may result from electronic means of communication. Any electronic communication between Seller and Customer shall be considered to be a "writing" and/or "in writing".

Part 4. QUOTATIONS, ORDERS AND CONFIRMATION

- (a) Orders are not binding until accepted by Seller issuing a Seller's Confirmation to Customer and Seller is not bound to sell any Goods to Customer until it has issued a Seller's Confirmation. Seller is always entitled to refuse an Order because the Goods are out of stock, resource limits, errors in Goods or price descriptions on the Website, difficulties in delivery times or other reasons. Once Seller issues a Seller's Confirmation of an Order, a contract comes into existence between Seller and Customer for the sale of the Goods. If Seller does not accept an Order, it will refund any price for the Goods, packaging and delivery paid by Customer.
- (b) Oral statements and agreements made by Seller's employees, officers, representatives and/or agents are not binding upon Seller unless and only to the extent that such oral statements are confirmed or made in writing by duly authorized representative(s) of Seller.
- (c) The quantity and description of the Goods shall be as set out in the Order subject to the Seller's Confirmation.

Part 5. PRICES

- (a) Prices of the Goods, including their packaging, are as set out on the Website. Seller may also charge for delivery at the amounts indicated on the Website. Seller takes

all reasonable care to ensure that the prices and charges indicated on the Website are correct. If, despite this, the Goods or delivery charges are incorrectly stated as too low on the Website, Seller will, before issuing the Seller's Confirmation, contact Customer to establish if Customer wishes to proceed with the Order. If, despite this, the Goods or delivery charges are incorrectly stated as too high on the Website, Seller may issue the Seller's Confirmation and charge the lower, correct price. If Seller issues the Seller's Confirmation where a pricing error is obvious and unmistakable and could reasonably have been recognised by Customer as a mispricing, Seller may end the contract, refund Customer any sums it has paid and require the return of any Goods provided to Customer.

- (b) Prices are stated inclusive of Value Added Tax. If the rate of Value Added Tax changes between Customer's submission of the Order and the date Seller supplies the Goods, Seller will adjust the rate of Value Added Tax, unless Customer has already paid.

Part 6. PAYMENT AND CUSTOMER'S CREDIT

- (a) The price and charges are payable by the cards or payment methods indicated on the Website. Customer must provide its card and payment details when submitting the Order. We will not charge Customer's card until we dispatch the Goods.
- (b) Seller may, without prejudice to any other rights of Seller, charge interest on any overdue payment at the higher rate of either twelve percent (12%) per annum or one and a half times the prevailing Bank of England base rate per annum, but not to exceed the maximum interest rate permitted under English law, from the due date computed on a daily basis until all amounts outstanding are paid in full. All costs and expenses incurred by Seller with respect to collection of overdue payments including, without limitation, reasonable attorney's fees, expert fees, court costs and other expenses of litigation (collectively hereafter referred to as "judicial and extra judicial costs and expenses") shall be for Customer's account.
- (c) Any complaint with respect to the invoice must be notified in writing to Seller within eight (8) days after the date of invoice. Thereafter Customer shall be deemed to have approved the invoice. The foregoing is without prejudice to Customer's right if it is a consumer.

Part 7. DELIVERY AND ACCEPTANCE

- (a) Seller will deliver the Goods to Customer as soon as reasonably possible and in any event within 30 days after it sends the Seller's Confirmation to Customer.
- (b) Any times or dates for delivery by Seller are estimates only and shall not be of the essence. Seller will attempt to contact Customer if delivery is delayed beyond this period due to circumstances beyond Seller's control. Delay in delivery of any Goods shall not relieve Customer of its obligation to accept delivery thereof. Seller shall not be liable for delays in delivery where it has used reasonable endeavours to deliver the Goods within the 30 day timescale under paragraph 7.1. The foregoing is without prejudice to Customer's right if it is a consumer.

Part 8. CANCELLATION

- (a) Customer's wrongful non-acceptance or rejection of Goods or cancellation or repudiation of Seller's Confirmation shall entitle Seller to recover, in addition to any

other damages caused by such action, in the case of Goods which cannot reasonably be resold by Seller to a third party, the price of such Goods and Seller's wasted delivery costs and costs in storing and re-selling the Goods.

- (b) Consumers have certain rights to have contracts. These are set out in clause 25 below.

Part 9. EXAMINATION AND CONFORMITY TO SPECIFICATIONS

- (a) Consumers have certain cancellation rights and certain rights with regard to defective products. This clause 9 is without prejudice to those rights. Please see clause 25 below.
- (b) On delivery and during use, Customer shall examine the Goods and satisfy itself that the Goods delivered meet all contractual requirements.
- (c) Customer must ensure that complaints about the Goods are made in writing and reach Seller not later than seven (7) days from the date of delivery in respect of any defect, default or shortage which would be apparent from a reasonable inspection on delivery, and seven (7) days from the date on which any other claim was or ought to have been apparent, but in no event later than six (6) months from the date of delivery of the Goods. Use, processing or sale of the Goods shall be deemed to be an unconditional acceptance of the Goods and a waiver of all claims in respect of the Goods. Complaints are to be addressed to us at the telephone number and address stated in paragraph 2 above.
- (d) A determination of whether or not delivered Goods conform to the Specifications for the Goods shall be made solely by analysing the samples or records retained by Seller and taken from the batches or production runs in which the Goods were produced in accordance with the methods of analysis used by Seller. Goods may only be rejected by the Customer if they fail to conform to the applicable Specifications. Goods that Seller consents or directs in writing to be returned shall be returned to Seller at the risk of Customer, to the destination directed by Seller.
- (e) Defects in parts of the Goods do not entitle Customer to reject the entire delivery of the Goods. Complaints, if any, do not affect Customer's obligation to pay as set out in paragraph 6. Upon receipt of a notice of defect, Seller is entitled to suspend all further deliveries until the complaints are established to be unfounded and/or refuted or until the defect has been totally cured.

Part 10. TRANSFER OF RISK AND PROPERTY

- (a) The risk in the Goods shall pass to Customer on delivery. At that point, Customer becomes responsible for the Goods.
- (b) Goods of which delivery is wrongfully rejected or not accepted by Customer, shall be held and stored by Seller at the risk and expense of Customer.
- (c) The ownership of the Goods shall pass to Customer when Seller has received payment in full for them.

Part 11. LIMITED WARRANTY

- (a) Consumers have certain warranties additional to those in this Clause 11. Please see clause 25 below.
- (b) Seller warrants solely that on the date of delivery the Goods shall conform to the Specifications. If and to the extent Goods fail to meet such warranty, as shall be determined in accordance with the provisions of paragraph 7 of these Conditions, Seller may at its own option within a reasonable time either repair or replace the Goods at no charge to Customer, or issue a credit for or refund the price (including packaging and delivery charges) of any such Goods in the amount of the original invoice price. Accordingly, Seller's obligation shall be limited solely to repair or replacement of the Goods or refund of the price of the Goods.
- (c) However, Seller's obligation to repair, replace, credit or refund shall be contingent upon receipt by Seller of timely notice of any alleged non-conformance of Goods and, if applicable, the return of the Goods, in accordance with paragraph 9 of these Conditions. Except where the Customer is a consumer within the meaning of the Unfair Contract Terms Act 1977 (in which case the statutory rights of the Customer as a consumer shall not be affected by these Conditions), the foregoing warranty is exclusive and in lieu of all other warranties, representations, conditions or other terms, express, implied, statutory, contractually or otherwise, including, without limitation, any warranty of merchantability, suitability or fitness for any purpose, or absence of infringement of any claim in any intellectual property right covering the Goods.

Part 12. LIMITATION OF LIABILITY

- (a) Consumers are referred to clause 25.
- (b) Under no circumstances shall Seller be liable to Customer or any other person for any kind of:
 - (b.i) special, incidental, indirect, consequential or punitive damage or loss, cost or expense including impairment of other goods; or
 - (b.ii) any damage based upon lost goodwill, lost sales or profits, work stoppage, production failure, , whether direct, consequential or indirect,

and whether arising out of or in connection with breach of warranty, breach of contract, misrepresentation, negligence or otherwise.

- (c) Notwithstanding anything herein contained to the contrary (other than clauses 12.3 and 25), the liability of Seller for any and all claims for direct damages arising out of or in connection with the Goods and the Use thereof shall under no circumstances exceed the sum of Customer's payments for the Goods that are the subject of the claim.
- (d) Nothing in these Conditions shall serve to limit the Seller's liability in respect of death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation or for other matters which may not lawfully be excluded.

Part 13. FORCE MAJEURE

- (a) Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the other party (other than payment obligations) caused by any circumstance beyond its reasonable control, including, without limitation, acts of God, laws, statutes, ordinances, regulations, legislative measures, acts of governments or other administrative measures, orders or decrees of any court, earthquake, flood, fire, explosion, war, terrorism, riot, sabotage, accident, epidemic, strike, lockout, slowdown, labour disturbances, difficulty in obtaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in goods supplied by suppliers or subcontractors ("**Force Majeure**").
- (b) Upon the occurrence of any event of Force Majeure, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the event and how it will affect its performance of its obligations under Seller's Confirmation. In the event of any delay, the obligation to deliver shall be suspended for a period equal to the time loss by reason of Force Majeure. However, should a Force Majeure event continue or be expected to continue for a period extending to more than two (2) months after the agreed delivery date, either Party is entitled to cancel the affected part of Seller's Confirmation without any liability to the other Party.

Part 14. MODIFICATIONS AND INFORMATION, INDEMNITY

- (a) Seller reserves the right to change or modify the Specifications, construction and/or manufacture of Goods and to substitute materials used in the production and/or manufacture of Goods from time to time upon written notice, but not so as to affect the Specification of Goods at the time of submission the Order. Customer acknowledges that data in Seller's catalogues, specification sheets and other descriptive publications distributed or published on its Websites, may accordingly be varied from time to time without notice, but not so as to affect the Specification of Goods at the time of submission the Order.
- (b) Customer, if not a consumer, must utilise and solely rely on its own expertise, know-how and judgement in relation to the Goods and Customer's Use thereof and in Customer's application of any information obtained from the Seller for the purposes intended by Customer. Consultation provided by Seller shall not give rise to any additional obligations. Details and information provided with regard to the suitability and Use of the Goods shall not be binding and Seller does not assume any liability based on such consultations. Customer shall indemnify and hold Seller harmless from and against any and all damage, losses, costs, expenses, claims, demands and liabilities arising out of or in connection with the Goods, Customer's Use thereof and/or Customer's use or application of any information disclosed or provided by or on behalf of Seller.

Part 15. COMPLIANCE WITH LAWS AND STANDARDS

- (a) Seller makes no promise or representation that the Goods shall conform to any law, statute, ordinance, regulation, code or standard ("**Laws and Standards**"), unless expressly stated on the Website or in the Specifications. Customer acknowledges

that the Use of the Goods may be subject to requirements or limitations under Laws and Standards. Customer, save when acting as a consumer, shall be exclusively responsible for (i) ensuring compliance with all Laws and Standards associated with its intended Use of the Goods; and (ii) obtaining all necessary approvals, permits or clearances for such Use.

Part 16. INDEPENDENT CONTRACTORS

- (a) Seller and Customer are independent contractors, and the relationship created hereby shall not be deemed to be that of principal or agent. No sale to or obligation of either party towards a third party shall in any way bind the other party.

Part 17. NON-ASSIGNMENT

- (a) Neither party may assign any of the rights or obligations under Seller's Confirmation without the prior written consent of the other party, provided however, that Seller may assign such rights and obligations, wholly or partly, to any of its parent companies, subsidiaries or affiliates or to a third party acquiring all or a substantial part of Seller's assets or business relating to the Goods.

Part 18. WAIVER

- (a) Failure by Seller to enforce at any time any provision of these Conditions shall not be construed as a waiver of Seller's right to act or to enforce any such term or condition and Seller's rights shall not be affected by any delay, failure or omission to enforce any such provision. No waiver by Seller of any breach of Customer's obligations shall either: (i) be binding unless confirmed in writing by duly authorized representative(s) of Seller; or (ii) constitute a waiver of any other prior or subsequent breach.

Part 19. SEVERABILITY AND CONVERSION

- (a) In the event that any provision of these Conditions shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever, the validity or enforceability of the remaining provisions between the parties and shall be severed therefrom. The pertaining provisions held to be invalid or unenforceable shall be reformed to provisions satisfying the legal and economic intent of the original provisions to the maximum extent permitted by law.

Part 20. LIMITATION OF ACTION

- (a) No action by Customer shall be brought unless Customer first provides written notice to Seller of any claim alleged to exist against Seller within thirty (30) days after the event complained of first becomes known to Customer and an action is commenced by Customer within twelve (12) months after such notice.

Part 21. GOVERNING LAW AND JURISDICTION

- (a) The parties' rights and obligations arising out of or in connection with Seller's Confirmation and/or these Conditions shall be governed, construed, interpreted and enforced according to the laws of England, excluding principles of conflict of laws. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

- (b) The parties agree that any suits, actions or proceedings that may be instituted by any party shall be initiated exclusively before the competent courts of London, England without prejudice to Seller's right to submit the relevant case to the court which would have jurisdiction if this provision has not been incorporated in the Conditions, and the parties do hereby consent to the jurisdiction of those courts and waive any objection which they may have, now or hereafter, to venue of those suits, actions or proceedings.

Part 22. SURVIVAL OF RIGHTS AND THIRD PARTY RIGHTS

- (a) The parties' rights and obligations shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Termination of one or more of the rights and obligations of the parties, for whatsoever reason, shall not affect the provisions of these Conditions which are expressly or by reasonable implication intended to continue to have effect after such termination.
- (b) Nothing in these Conditions or any Seller's Confirmation is intended to confer any rights on any third parties by virtue of the Contracts (Rights of Third Parties) Act 1999 and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply thereto.

Part 23. HEADINGS AND INTERPRETATION

- (a) The headings contained in these Conditions are included for mere convenience of reference and shall not affect their construction or interpretation.
- (b) A reference in these Conditions to a statute or a provision of a statute shall be interpreted as a reference to that statute or that provision as amended, re-enacted or extended at the relevant time.

Part 24. INTELLECTUAL PROPERTY

- (a) Seller has not verified the possible existence of third party intellectual property rights which might be infringed as a consequence of the sale, delivery and/or Use of the Goods and cannot be held liable for any loss or damages in that respect.
- (b) The sale and delivery of Goods by Seller shall not, by implication or otherwise, convey any license under any intellectual property right relating to the compositions and/or applications of the Goods, and Customer expressly assumes all risks of any intellectual property infringement by reason of its importation or Use of the Goods, whether singly or in combination with other materials or in any processing operation.
- (c) Only the English version of these Conditions shall be authentic and shall prevail, in case of inconsistency, over any translation of these Conditions in another language.

Part 25. CONSUMER RIGHTS

The provisions of this clause 25 only apply where the Customer is a consumer but not otherwise. Where the provisions of this clause 25 apply and conflict with the remainder of these Terms and Conditions then the provisions of this clause 25 shall take precedence.

In this clause 25 the terms "us" "we" mean "the Seller" are interchangeable.

In this clause 25 the terms "you" and "your" mean "the Customer"

The consumer's rights to end the contract

- (a) **Ending the contract because of something we have done or are going to do.** If the Customer is ending a contract for a reason set out at 25.1.1 to 25.1.4 below the contract will end immediately and we will refund the Customer in full for any products which have not been provided and the Customer may also be entitled to compensation. The reasons are:
 - (a.i) we have told the Customer about an error in the price or description of the product the Customer have ordered and the Customer do not wish to proceed;
 - (a.ii) there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - (a.iii) we have suspended supply of the products for technical reasons, or notify the Customer we are going to suspend them for technical reasons, in each case for a period of more than one month or
 - (a.iv) the Customer have a legal right to end the contract because of something we have done wrong.

- (b) **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online the Customer 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.

- (c) **When the Customer don't have the right to change their mind.** The Customer does not have a right to change your mind in respect of:
 - (c.i) products sealed for health protection or hygiene purposes, once these have been unsealed after the Customer receive them;
 - (c.ii) any products which become mixed inseparably with other items after their delivery.

- (d) **How long does the Customer have to change their mind?** How long the Customer has depends on what the Customer has ordered and how it is delivered.
 - (d.i) **Have the Customer bought goods** if so the Customer has 14 days after the day the Customer (or someone the Customer nominates) receives the goods, **unless**:
 - (d.i.a) **Your goods are split into several deliveries over different days.** In this case the Customer has until 14 days after the day the Customer (or someone the Customer nominates) receives the last delivery to change your mind about the goods.
 - (d.i.b) **Your goods are for regular delivery over a set period.** In this case the Customer has until 14 days after the day the Customer (or someone the Customer nominates) receives the first delivery of the goods.

- (e) **Ending the contract where the Seller are not at fault and there is no right for the Customer to change their mind.** Even if we are not at fault and the Customer does not have a right to change your mind (see clause 25.2), the Customer can still end the contract before it is completed. A contract products is completed when we have finished providing the products and the Customer have paid for them. If the Customer wants to end the contract in these circumstances, just contact us to let us know. The contract will not end until 1 calendar month after the day on which the Customer contact us. We will refund any advance payment the Customer have made for products which will not be provided to you. For example, if the Customer tell us the Customer want to end the contract on 4 February we will continue to supply the product until 3 March. We will only charge the Customer for supplying the product up to 3 March and will refund any sums the Customer have paid in advance for the supply of the product after 3 March.

How to end the contract with the Seller (including if the Customer have changed your mind)

- (f) **Tell us the Customer wants to end the contract.** To end the contract with us, please let us know by doing one of the following:
 - (f.i) **Email.** Email customer services on at enquiries@euroresins. Please provide your name, home address, details of the order and, where available, your phone number and email address.
 - (f.ii) Write to us at that Euroresins UK Ld, Cloister Way, Bridges Road, Ellesmere Port, Cheshire, CH65 4EL including details of what the Customer bought, when the Customer ordered or received it and your name and address.
- (g) **Returning products after ending the contract.** If the Customer end the contract for any reason after products have been dispatched to the Customer or the Customer have received them, the Customer must return them to us. The Customer must either return the goods in person to where the Customer bought them, post them back to us at [ADDRESS] or (if they are not suitable for posting) allow us to collect them from you. Please e-mail customer services at enquiries@euroresins.com for a return label. If the Customer are exercising your right to change your mind the Customer must send off the goods within 14 days of telling us the Customer wish to end the contract.
- (h) **When we will pay the costs of return.** We will pay the costs of return:
 - (h.i) if the products are faulty or misdescribed;
 - (h.ii) if the Customer are ending the contract because we have told the Customer of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because the Customer have a legal right to do so as a result of something we have done wrong; or

In all other circumstances (including where the Customer are exercising their right to change their mind) the Customer must pay the costs of return.

- (i) **How we will refund you.** We will refund the Customer the price the Customer paid for the products including delivery costs, by the method the Customer used for payment. However, we may make deductions from the price, as described below.
- (j) **When your refund will be made.** We will make any refunds due to the Customer as soon as possible. If the Customer are exercising your right to change your mind then:
 - (j.i) 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 the Customer or, if earlier, the day on which the Customer provide us with evidence that the Customer have sent the product back to us.
 - (j.ii) In all other cases, your refund will be made within 14 days of your telling us the Customer have changed your mind

If there is a problem with the product

- (k) **How to tell us about problems.** If the Customer has any questions or complaints about the product, please contact us. The Customer us at enquiries@euroresins.com
- (l) **Summary of your legal rights.** 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 product. 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.

If your product is **goods**, 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 the Customer to the following:

up to 30 days: if your goods are faulty, then the Customer can get an immediate refund.

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

up to six years: if your goods do not last a reasonable length of time the Customer may be entitled to some money back.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).



- (m) **Your obligation to return rejected products.** If the Customer wishes to exercise your legal rights to reject products the Customer must either return them in person to where the Customer bought them, 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
- (n) . Please email us at enquiries@euroresins for a return label

Our responsibility for loss or damage suffered by you

- (o) **We are responsible to the Customer for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage the Customer 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 the Customer knew it might happen, for example, if the Customer discussed it with us during the sales process.
- (p) **We do not exclude or limit in any way our liability to the Customer 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 including the right to receive products which are: as described and match information we provided to the Customer and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and; and for defective products under the Consumer Protection Act 1987
- (q) **When we are liable for damage to your property.** If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- (r) **We are not liable for business losses.** We only supply the products to consumers for domestic and private use. If the Customer use the products for any commercial, business or re-sale purpose we will have no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How we may use your personal information

- (s) **How we will use your personal information.** We will use the personal information the Customer provide to us:
 - (s.i) to supply the products to you;
 - (s.ii) to process your payment for the products; and
 - (s.iii) if the Customer agreed to this during the order process, to give the Customer information about similar products that we provide, but the Customer may stop receiving this at any time by contacting us.

- (t) **We will only give your personal information to third parties where the law either requires or allows us to do so.**