

## **Terms and Conditions Etrias BV**

### **Definitions**

"Contract" means the contract between us and you for the sale and purchase of the Products in accordance with these terms;

"Product" means a product set out in the Order;

"Order" means your order of the Products submitted by you online via the Website;

"We/our/us" means Etrias BV;

"Etrias" means Etrias BV;

"Website" means our website or any subsequent URL which may replace it;

"You/your" means the person who purchases Products from us using the Website.

### **Terms of use**

This terms of use (together with the documents referred to in it) tells you the terms of use on which you may use our website ("our site"). Use of our site includes accessing, browsing, or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

### **Limitation of our Liability**

We will do our utmost to ensure that availability of Etrias services will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to Etrias services may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose, Etrias will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and us when you commenced using Etrias.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your legal right to have goods sent or services provided within a reasonable time or to receive a refund if goods or services ordered cannot be supplied within a reasonable time owing to a cause beyond our reasonable control.

The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

### **Intellectual property**

Etrias BV is the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved by Etrias BV and its licensors.

You may print off one copy, and may download extracts, of any page(s) from our site for your own personal use and you may draw the attention of others within your organisation to content posted on our site. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **No reliance of information**

Although We have taken every care in the preparation of the content of our site, We make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

### **Linking to our Website**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

### **Third Party Links and Resources in Our Site**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

### **Viruses**

Etrias does not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse this Website. You will not: commit or encourage a criminal offence; transmit or distribute a virus, trojan, worm, logic bomb or post any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offence under the Computer Misuse Act 1990. Etrias will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

The use of automated systems or software to extract data from this Website for commercial purposes, ('screen scraping') is prohibited without license.

### **Our Products**

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.

The packaging of the product may vary from that shown on images on our Website.

We reserve the right to amend the product description if required.

All weights and sizes are supplied as a guide only and are approximate.

In the event that there are any errors regarding price or description, we reserve the right to correct that price or description and notify you accordingly. In these circumstances, it will be deemed that a contract has not been entered into and you will not be bound to continue with your purchase. We will cancel your Order and your credit/debit card or PayPal account will be refunded in full. The repayment of such monies paid to us will be the extent of our liability to you in the event of these errors.

We list availability information for products sold by us on the Website including on each product information page. Beyond what we say on that page or otherwise on the Website, we cannot be more specific about availability. As we process your order, we will inform you by e-mail as soon as possible if any products you order turn out to be unavailable and you will not be charged for those products.

Products which are on special offer or promotion are only available in limited quantities, sizes and colours. When stock of a product on special offer or promotion runs out, we will no longer be able to supply that item at the special offer or promotion price.

### **Price and Payment**

The price of the Product is the price set out on the Website at the time you submit your Order.

Our Website accepts payment by MasterCard, VISA, American Express and by PayPal. We are unable to accept payment online by cheque or cash.

All credit and debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery.

### **Delivery**

If our supply of the Products is delayed by an event outside our control 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. We will not be liable for any delays caused by the event, but if 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 received.

Please note that unless otherwise stated on the Website, delivery estimates are just that. They are not guaranteed delivery times and should not be relied upon as such.

### **Refunds and Returns**

You have a legal right to request to cancel a Contract under the Consumer Contracts Regulations

2013 within 14 days of receipt of the Products. This means that during the relevant period if you change your mind or decide for whatever reason that you do not want to receive or keep the Products, you can notify us of your decision to cancel the Contract and wish to receive a refund. Alternatively, you are entitled to request an exchange within the same period of time and the provisions below also apply to exchanges. Etrias reserves the right to wait to process a refund of exchange until we have received the returned Product back or until evidence of the return has been provided.

If you purchase a product online which is found to be faulty within 30 days of receipt, then your legal rights entitle you to request a full refund of the faulty Product. For faulty Products, we will examine them or we may have to return them to the manufacturer for examination. Where applicable, a refund will be provided to you within 14 days of the day that we agree that you are entitled to a refund. As stated above, however, Etrias reserves the right to wait to process a refund until we have received the faulty product back.

You do not have a right to cancel in respect of products sealed for health protection or hygiene purposes once these have been unsealed after you receive them.

It is not always possible to exchange Products which were originally purchased as a special offer or on promotion for the same price as the original special offer or promotion price. Some items will have been selected as special offer or promotion Products due to their size or colour. Consequently, Products at the special offer price may only be available in a limited choice of size or colour. Also, by the time you wish to exchange the Product, the special offer or promotion item may have sold out and the special offer or promotion price may no longer be available.

### **Complaints**

If you have a complaint about Etrias, please contact our customer service team here:

Call: (01223) 320693

E-mail: [customerservice@etrias.co.uk](mailto:customerservice@etrias.co.uk)

### **Alterations**

We reserve the right to make changes to any Etrias websites, policies, terms and conditions including these Terms of Use and Terms and Conditions at any time. You will be subject to the terms and conditions, policies and Terms of Use in force at the time that you use Etrias websites.

### **Waiver**

If you breach these Terms and Conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms and Conditions.