

Website Terms and Conditions

The terms and conditions set out below (the “Terms”) shall exclusively apply to your use of Williams Trade Supplies Limited’s (“Williams”) Website at: www.williams.uk.com (the “Website”).

1. Use of Website

All use of the Website is strictly subject to the Terms. Please read these Terms carefully before you start to use the Website. By using the Website you indicate your acceptance of the Terms and agreement to abide by them. If you do not agree to the Terms you must cease use of the Website immediately.

The Terms form a legal agreement between us and can only be modified with Williams’ written consent. Williams reserves the right to amend the Terms at its sole discretion, at any time and without notice, by changing them on the Website. You are responsible for reviewing the Terms on each occasion that you visit the Website, and if you continue to use the Website after amendments are made then you are deemed to have accepted the amendments.

You agree to comply with any and all applicable laws and regulations when using the Website. If Williams, in its absolute discretion, considers that you have made improper use of the Website, or any part of it, it reserves the right to block, suspend or terminate your access to the Website, or any part of it, without notice and to remove any unacceptable or undesirable content or material from the Website without notice.

2. Information About Us

The Website is operated by Williams, a company registered in England and Wales with Company Registration Number 1864711, whose registered office is at 7 Standard Way, Fareham Industrial Park, Fareham, Hampshire PO16 8XB. Please see the “Contact Us” page on the Website for full contact details and details of our branches.

3. Product Information

The Website contains information about Williams’ products, which include descriptions of the products and current prices or offers available. The product information on the Website and in Williams’ product catalogues and brochures constitutes an “invitation to treat” only, and is not a contractual offer from Williams that may be accepted by you. You can find further details about placing orders with Williams on the Website and by viewing Williams’ Conditions of Sale. <http://www.williams.uk.com/t&c%27s.pdf>

4. Accuracy of Content and Information on the Website

Williams does its best to ensure all content, materials and information on the Website is accurate. However, Williams provides no guarantees, conditions or warranties as to the accuracy and completeness of such content, materials and information. Williams makes no representations that the content and information on the Website is accurate, up to date or complete and accepts no liability for any loss or damage caused by inaccurate, out of date or incomplete content or information. Williams may make changes to the content and information on the Website at any time without notice.

The commentary, information and materials on the Website are not intended to amount to advice on which reliance should be placed. Such information is to be used only as a reference aid and does not constitute any form of advice or recommendation by Williams and is not intended to be relied upon by you in making (or refraining from making) any specific decisions. Williams therefore disclaim all liability and responsibility arising from any reliance placed on such commentary, information or materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

You should independently verify any information presented on the Website before relying upon it and take your own advice. If you find any inaccurate information on the Website please contact us and we will correct it, where we agree, as soon as practicable.

5. Availability of and Links to and from the Website

Access to the Website is permitted on a temporary basis and Williams reserves the right to withdraw or amend the service provided on the Website without notice.

Williams will not be liable if for any reason the Website is unavailable at any time or for any period and is not responsible for the availability of access to the Website or to the links from the Website.

Williams takes reasonable steps to try to ensure that the Website is available and accessible at all times. However, Williams does not warrant that the Website will be continuously available at all times, that your use of the Website will be uninterrupted or free from errors, or that the Website or the servers will be or remain free from attack. Access to the

Website may be suspended without notice in the case of system failure, maintenance, repair or reasons beyond the control of Williams.

From time to time, Williams may restrict access to some parts of the Website, or the entire Website, to users who have registered with us. If you choose, or are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. Williams have the right to disable any user identification code or password, whether chosen by you or allocated by Williams, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

You are expected to ensure that your hardware and software are capable of effectively accessing the Website via your Internet Service Provider.

6. Intellectual Property

Williams is the owner or licensee of all intellectual property rights in the Website and in the material published on it. Copyright laws, other intellectual property rights and treaties around the world protect the Website and published material. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Website, as permitted by the fair dealing provisions under Sections 28 to 30 of the Copyright, Designs and Patents Act 1988 (as amended), for your personal use only and may draw the attention of others within your organisation to material posted on the Website.

You must not modify the paper or digital copies of any materials you have downloaded or printed off in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Williams' status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged and you must ensure that any copyright or other notice in or on all such printouts or downloads is retained. All other use of the Website, except as expressly permitted in writing by Williams or by law, is prohibited.

Nothing in/on the Website should be taken as conferring any licence or right to use any trademark or other intellectual property in/on the Website without written consent from Williams or the owner of the trademark or other intellectual property. You may not reproduce or copy any part of, or all of, the content of the Website in any form for any commercial purpose without the prior written consent of Williams. A licence for commercial distribution or copying may be obtained on request. In the absence of agreement to the contrary, the licence fee for each full or part page and each image starts at £500 plus VAT.

If you print off, copy or download any part of the Website in breach of the Terms, your right to use the Website will cease immediately and you must, at Williams' option, return or destroy any copied of the materials you have made.

7. Our Liability

Although Williams hopes that this Website will be useful and of interest to you and other users, Williams accepts no liability, and offers no warranties, conditions or guarantees in relation to it and its content. To the fullest extent permitted by law, Williams and any third parties connected to us hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

In no event shall Williams be liable for any direct, indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use or results of the use of the Website, any website linked to it and any materials or information posted on it including, without limitation, loss of profit, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, loss of data, loss of wasted management or office time whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the above categories.

Nothing in the Terms shall exclude Williams' liability for death or personal injury arising from our negligence or for fraudulent misrepresentation, or misrepresentation as to a fundamental matter, or for any other liability that cannot be excluded or limited under the applicable law.

8. Viruses, hacking and other offences

You must not misuse the Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

Williams 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 proprietary material due to your use of the Website or to your downloading of any material posted on it or on any website linked to it.

We recommend you use appropriate anti-virus and anti-malware software before and during access to the Website.

9. Linking to and from the 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.

The Website must not be framed on any other website, nor may you create a link to any part of the Website other than the home page. Williams reserves the right to withdraw linking permission without notice.

The Website may contain links to a third party's website and resources provided by third parties. These links and resources are provided for your information only. Williams has no control over and shall not be responsible for the content, or for any loss or damage that may arise from your use, of such resources or third party websites or for the availability of access to such websites. If you consider that any third party website linked to or from the Website provides inappropriate content, please let us know.

10. Legal Jurisdiction

The law of England and Wales shall apply to the Terms notwithstanding the jurisdiction where you are based. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute that may arise out of, under, or in connection with the Terms and, for those purposes, you irrevocably submit to such jurisdiction. The place of performance shall be England.

Williams makes no warranty or guarantee that the Website or information available over it complies with laws other than those of England.

11. General

Please note that all proposals and/or orders for the supply of goods and/or services by Williams are subject to the applicable Conditions of Sale of Williams, a copy of which is available on request.

Failure by Williams to enforce a right does not result in waiver of such right.

If any Term is held by any court or other competent authority to be wholly or partially illegal, invalid, unreasonable, void and/or unenforceable it shall, to the extent of such illegality, invalidity, unreasonableness, voidness and/or unenforceability, be deemed severable and the remaining Terms, or the remainder of such Term, shall continue in full force and effect.