
**AZURE LIQUID SOLUTIONS
TERMS AND CONDITIONS**

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Azure Liquid Solutions relationship with you in relation to this website.

The term "Azure" or "us" or "we" refers to the owner of the website. The term "you" refers to the user or viewer of our website.

1. Introduction and definitions

1.1 In these Terms and Conditions the following definitions apply:

Azure Liquid Solutions: Azure Liquid Solutions Limited (registered in England and Wales with company number 8567494 with registered office address at Unit 1a Withins Road, Haydock Industrial Estate, Haydock, Merseyside, WA11 9UD;

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Card: any valid payment card which is issued by a Card Issuer in conjunction with an Account under one of the Card Schemes;

Cardholder: the person entitled to use the Card;

Card Payment: a Payment made using a Card;

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 13;

Contract: the contract between Azure Liquid Solutions and the Customer for the sale and purchase of the Goods in accordance with these Conditions;

Customer: the person or firm who purchases the Goods from Azure Liquid Solutions;

Delivery Location: has the meaning given in clause 6.5;

Force Majeure Event: has the meaning given in clause 12;

Goods: the goods (or any part of them) set out in the Order;

Internet Authentication: the authentication services provided by a Card Scheme for Electronic Commerce Payments through the use of a password or other security information unique to the Account Holder and includes Verified by Visa and MasterCard SecureCode, and such other programs notified by us to you from time to time;

Order: the Customer's order for the Goods submitted by the Customer online via the Website;

Specification: any specification for the Goods;

Security Code: any of the following contained in the card: - contents of the magnetic stripe; the card verification value contained in the magnetic stripe and/or in a chip; card security code printed on the back of the card; or the PIN verification value contained in the magnetic stripe;

Transaction Data: Payment Details, Refund Details, and any other Card or Account details, Account Holder details, authorisation, authentication responses, and settlement details sent to us by you;

Website: means the website accessible at www.azureliquidsolutions.co.uk.

1.2. In these Conditions, the following rules apply:

1.2.1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2. A reference to a party includes its personal representatives, successors or permitted assigns.

1.2.3. Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.4. A reference to writing or written includes e-mails.

2 The Contract

2.1 The Order you place via the Website constitutes an offer to purchase the Goods in accordance with these Conditions. You are responsible for ensuring that the terms of the Order and any Specification submitted by you are complete and accurate.

2.2 The Order shall only be deemed accepted by Azure Liquid Solutions when you have paid for the goods, monies received by Azure Liquid Solutions and the goods have been dispatched. Any email, order confirmation or other electronic acknowledgement by us of receipt of an order does not constitute legal acceptance by Azure Liquid Solutions of your order.

2.3 All Orders placed via the Website are subject to stock availability. In the unlikely event that you are able to place an Order for an item that is not available from stock, Azure Liquid Solutions will contact you as soon as possible. You will have the option to wait until the items are available from stock or to cancel your Order. In these circumstances, upon cancellation, you will be refunded in full.

2.4 Azure Liquid Solutions only accepts Orders originating from and for delivery to UK addresses, unless previously agreed directly with the customer.

2.5 The only language in which the Contract can be concluded is English.

2.6 Azure Liquid Solutions will retain details of your Order in our database and these details can be made available to you on request. Please contact our Customer Service team.

3. Product Information

3.1 Products are described on the Website or in the Specification.

3.2 Azure Liquid Solutions reserves the right to amend the product description if required.

3.3 Representations of colour online are as accurate as our photographic and electronic processes will allow. Please note that colour online can also be affected by the calibrations of different output devices.

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

- 3.5 Azure Liquid Solutions accepts no liability for any loss, damage or injury arising as a result of the advice contained on our website.
- 3.6 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 your 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.

4. Price Information

- 4.1 The price of the Goods is the price set out on the Website. All prices are shown in Pounds Sterling.
- 4.2 The price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to you separately.
- 4.3 The prices shown are only applicable to purchases made via the Website. On occasions, the prices payable and promotions offered online may differ from those prices and promotions offered at the same time. We are under no obligation to honour any in-store price or promotion that differs from those online.
- 4.4 Special Offers and promotions advertised in the press or other media may be excluded from the site unless specifically advertised as available online. All offers are subject to availability and while stocks last.
- 4.5 Offers cannot be used in conjunction with one another. Where more than one offer is available on the same product only one discount will apply. The offer giving the greatest saving will be applied in the basket. Equally, voucher code offers cannot be used in conjunction with any other promotional offer.

5. Payment Information

- 5.1 Azureliquidsolutions.co.uk accepts payment by most major credit or debit cards registered at UK addresses. We regret that we are unable to accept payment online by cheque, cash, purchase orders or any other form of payment.
- 5.2 Azure Liquid Solutions can only accept Electronic Commerce Payments and MOTO Payments in accordance with Barclay's ePDQ Conditions.
- 5.3 Please ensure that the expiry date of your credit or debit card is after the anticipated despatch date of your Order. Payment will be debited from your account just before the despatch of your goods, and if your payment card has expired, we will be unable to take payment and fulfil your Order.
- 5.4 When an Order is placed a pre-authorisation will be made against your account. Payment is not taken at this time. Azure Liquid Solutions will endeavour to process any payments at the time of dispatch. On the rare occasion that this process is not successful, we will re-process accordingly. We will not inform you if this delay occurs. Azure Liquid Solutions are not liable for any bank charges that may be incurred by the Customer if sufficient funds are not available at the time when payment is taken.
- 5.5 We may cancel a Payment after it has been authorised.
- 5.6 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.
- 5.7 In addition, to prevent fraudulent use of credit and debit cards, Azure Liquid Solutions will validate the names, addresses and other information supplied during the Order process against commercially available records (e.g. Electoral Roll data, Credit Reference Services). A third party may also be instructed to

complete these checks. By ordering from the Website you consent to such checks being made. We may need to contact you by letter, telephone or email to verify details before we are able to process and dispatch your Order or we may be unable to accept your Order. Any information given may be disclosed to a registered Credit Reference Agency which may keep a record of the information. All information provided will be treated in accordance with the Data Protection Act 1998.

6. Delivery of Goods

- 6.1 Azure Liquid Solutions can only deliver to addresses within the United Kingdom. Unfortunately, we are unable to deliver to non-UK destinations, including the Republic of Ireland, the Channel Islands and BFPO addresses at this time. Please contact us if you require further details.
- 6.2 For deliveries to non-mainland UK addresses and certain remote locations e.g. Scottish Isles, Isle of Man, Isle of Wight, Northern Ireland and the Scottish Highlands, there may be an additional surcharge imposed by our couriers and a slightly longer delivery lead-time.
- 6.3 When you add products to your shopping basket and have chosen the delivery option the appropriate charge will be added automatically. All delivery charges will be shown clearly throughout the checkout process. Please see our delivery information page for further information.
- 6.4 Any dates quoted for delivery are approximate only and Azure Liquid Solutions cannot be held liable for any costs incurred if delivery is delayed.
- 6.5 Azure Liquid Solutions shall deliver the Goods to the location set out in the Order or such other location as the parties may agree at any time after Azure Liquid Solutions notifies the Customer that the Goods are ready.
- 6.6 Delivery of the Goods shall be completed on the Good's arrival at the Delivery Location.
- 6.7 Azure Liquid Solutions may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.8 Risk in the Goods (including risk of loss and damage to goods) will pass to you on completion of delivery.
- 6.9 If the courier fails to deliver the Goods, they will either attempt to deliver to an immediate neighbour, attempt to redeliver the following day, leave a card for you to rearrange a suitable time for redelivery or leave the parcel at your local Post Office for you to collect.
- 6.10 Azure Liquid Solutions shall have no liability for any delay in delivery of the Goods, or failure to deliver the Goods, where the delay or failure is caused either by a Force Majeure Event or the Customer's failure to provide Azure Liquid Solutions with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

7. Refunds and Returns

- 7.1 If you do not want any item that we have delivered, we are happy to offer you an exchange or refund within 28 days of delivery, provided that it is returned to us in its original and unused condition (including in its original packaging), along with the wrapping and delivery note (as proof of purchase). If you choose to return an item by post you will need to cover the cost of postage however if you are returning a faulty item your postage cost will be refunded once we have received back and checked the fault.
- 7.2 If you exercise your right of cancellation after the goods have been delivered to you, you will be responsible for returning the Goods to the Supplier at your own cost. The goods must be returned

unopened and you must take reasonable care to ensure the Goods are not damaged in the meantime or in transit.

- 7.3 You may send returns back to us via which ever method you choose, however we do recommend using a trackable service and obtaining proof of postage. When sending returns back to us please make sure they are securely packaged, as Azure Liquid Solutions cannot be responsible for lost or damaged returns.
- 7.4 We will endeavour to process refunds as soon as possible, but will refund the account within 30 days
- 7.5 Under the Distance Selling Regulations, you have the right to cancel your Order any time before dispatch, or within seven days of receiving your goods. If you cancel after dispatch of Goods, Azure Liquid Solutions will attempt to stop the item in transit, but if the Goods are delivered, you will still be entitled to a full refund. Please contact our Customer Services Team if you wish to exercise this right.
- 7.6 Any refund will be made on the same Card or Account as was used for the original Payment. We will not make a refund with cash where the original purchase was made using a Card or Account.

8. Website Terms

8.1 The use of the website is subject to the following terms:

- 8.1.1 The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- 8.1.2 Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 8.1.3 Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- 8.1.4 This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- 8.1.5 Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.
- 8.1.6 From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

9. Complaints Procedure

We want to hear from you if you feel unhappy about the service you have received from us. Letting us know your concerns gives us the opportunity to put matters right for you and improve our service to all our customers. You can complain in writing, by email or by telephone.

10. Our Warranties

- 10.1 Azure Liquid Solutions will keep all data relating to Payments (whether in paper or electronic form) in a secure manner that prevents unauthorised access or disclosure to any unauthorised Person.
- 10.2 Azure Liquid Solutions will only process credit card details for the purpose of processing a transaction in accordance with the terms of these Conditions.

11. Liability

11.1 Nothing in these Conditions shall limit or exclude Azure Liquid Solutions' liability for:

- 11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 11.1.2 fraud or fraudulent misrepresentation;
- 11.1.3 breach of the terms implied by Section 12 of the Sale of Goods Act 1979;
- 11.1.4 defective products under the Consumer Protection Act 1987; and
- 11.1.5 any matter in respect of which it would be unlawful for Azure Liquid Solutions to exclude or restrict liability.

11.2 Azure Liquid Solutions shall under no circumstances whatever be liable to the Customer, 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 the Contract; and

11.3 Azure Liquid Solutions total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the monies paid by the Customer to Azure Liquid Solutions.

11.4 If you wish to make a claim against us under this Agreement you must notify us and give us such details of the loss as we may request as soon as you have identified it and in any event within six months after you become aware or should reasonably have become aware of the event or omission on which your claim is based. If you do not do so we will not be liable to you.

12. Force Majeure

12.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract where such failure or delay is caused by a Force Majeure Event.

12.2 A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, riot, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

13. Variation

Azure Liquid Solutions reserve the right to change these Terms and Conditions at any time, without notice. Any changes will take effect when posted on this Website. By using this Website you agree to be bound by these Terms and Conditions.

14. Severance

If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15. Waiver

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16. Third Party Rights

A person who is not a party to the Contract shall not have any rights under or in connection with it.

17. Governing law and jurisdiction

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.