

# Terms & Conditions

## Website Terms of Use

This page states the terms and conditions under which you may use [www.weberfinalfinish.co.uk](http://www.weberfinalfinish.co.uk) ("the Website"). Please read these terms of use carefully before you start to use the site.

If you do not accept these terms and conditions, please leave the Website immediately. By accessing and using the Website you (the "Customer") are indicating your acceptance to be bound by these terms and conditions and you re-affirm that acceptance every time you access the Website. These terms and conditions are a legal document, which set out your rights and obligations and those of Weber in relation to your access to and use of the Website.

### Information about us

The Website is owned and operated on behalf of Saint-Gobain Construction Products UK trading as Saint-Gobain Weber ("Weber", "us" or "we"), a company registered in England & Wales under company number 734396 and with its registered office at Dickens House, Maulden Road, Flitwick, Bedford, MK45 5BY. These terms and conditions are governed and construed in accordance with English law. Weber and you each agree to submit to the non - exclusive jurisdiction of the English courts in relation to any and all disputes arising out of these terms and conditions.

Where you are a consumer living in Ireland:

(1) if you live in the Republic of Ireland then Irish law will apply and you may bring any dispute in the Irish courts; or

(2) if you live in Northern Ireland then Northern Irish law will apply and you may bring any dispute in the Northern Irish courts.

Any English law citations in these terms and conditions will be substituted for the equivalent Irish or Northern Irish citation in accordance with the terms of this jurisdiction clause.

### Accessing our site

Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice (see below). We will not be liable if for any reason the Website is unavailable at any time or for any period.

If you choose, or you 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. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

When using the Website, you must comply with the provisions of our acceptable [use policy](#).

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms, and that they comply with them.

### Browse at your own risk

Please note that you access and use the Website at your own risk. We may from time to time provide links from the Website to other websites or resources provided by third parties. Such links are provided for your convenience and your information only. We have no control over the contents of those websites or resources and Weber does not accept any responsibility for any information or opinion contained on them, nor in relation to the privacy policies and practices implemented by those websites or resources nor does Weber accept responsibility for any loss or damage that may arise from your use of them. If you access any such linked websites, you do so at your own risk. We therefore recommend that you check the policies of each website that you visit.

The Website is accessed via the Internet which is independent of Weber. Your use of the Internet is at your own risk and subject to all applicable national and international laws and regulations. Weber has no responsibility for any information or services obtained by you on the Internet.

#### **Linking to our site**

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 site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. [The website from which you are linking must comply in all respects with the content standards set out in our acceptable [use policy](#).

If you wish to make any use of material on our site other than that set out above, please address your request to [weberfinalfinish@netweber.co.uk](mailto:weberfinalfinish@netweber.co.uk)

#### **Intellectual Property**

Any and all use of the material intellectual property rights and other information published by Weber its subsidiaries and/or affiliates on the Website are subject to the following:-

- The Website and its contents are protected by copyright and other intellectual property rights under international laws and such copyright and any other rights in the Website and its contents are owned by or licensed to Weber.
- You may not use the contents of the Website other than in accordance with these terms and conditions.
- You are authorised to use, view, download, copy or print textual or graphic content of the Website provided that it is for your own legitimate personal and non-commercial use only.
- You are not permitted to change, alter or delete any copyright, trademark or other proprietary notices or any part of the contents of the Website or 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.
- All proprietary rights in any trademarks and service marks including logos ("Trademarks") appearing on the Website are vested in and will continue to be vested in Weber its subsidiaries or affiliates or third parties. Nothing in this Website shall be construed as granting any licence or right to use any Trademark for any purpose whatsoever.

#### **Specific Prohibitions**

The contents of the Website may not be reproduced or disseminated in part or in whole without the prior written consent of Weber and you may not use, adapt or distribute it or create derivative works from it for any commercial purpose.

In addition, you may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Website nor may you attempt to decipher, de-compile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Website.

If any part of the Website requests or permits you to post or forward material to or via the Website, such material must not (and you hereby agree and confirm that it shall not) infringe any intellectual property rights or any other rights of third parties, nor be obscene, defamatory or abusive to any other user, person or entity nor contain viruses or other computer programming routines or engines which damage or interfere with any system, data or information and you acknowledge and agree that you are solely responsible for the form, content and accuracy of any such material.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any material placed by you on the Website.  
Any misuse of the Website or its contents may result in legal action being brought by Weber its subsidiaries or affiliates and/or a third party.

### **Reliance on information posted**

Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

### **The Website changes regularly**

We aim to update the Website regularly, and may change the content at any time. If the need arises, we may suspend access to the Website, or close it indefinitely. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

### **Liability**

We will not be liable to you or any third party for any 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 websites linked to it and any materials posted on it (including any loss of data, profit, income or revenue or business, loss of anticipated savings or loss of goodwill) howsoever caused (whether arising out of any negligence or breach of these terms and conditions or otherwise), even if that loss or damage was foreseeable by us, or the possibility of it was brought to our attention.

We exclude to the fullest extent permitted by applicable laws all liability (other than liability for death or personal injury arising from our negligence or liability for fraudulent misrepresentation) whether in contract, tort (including liability for negligence) or otherwise for the accuracy, reliability, suitability, quality or completeness of the Website (in respect of which we make no warranties or representations) or otherwise resulting from your access to and use of the Website, inability to use or results of the use of the Website, any websites linked to it and any materials posted on including any damage or loss caused by errors, computer viruses, other malicious code or harmful components originating or contracted from the Website and any interruptions in the running of the Website.

The information contained on the Website should not be relied upon as a basis for any decision. It comprises of information of a general nature only and is not designed to address specific requirements or circumstances. Nor does it constitute an offer which is capable of acceptance. In particular, actual results and developments may be materially different from any forecast, opinion or expectation expressed on the Website. Nor do we guarantee that the information contained on the Website is comprehensive, complete, accurate or up to date.

The Website and the materials on the Website are provided on an "as is" and an "as available" basis and (to the fullest extent permitted by applicable laws) we make no and exclude all warranties and representations of any kind whether express or implied.

We make no claims that any material contained on the Website may be lawfully viewed or downloaded outside of England and Wales. Access to such materials may not be legal by certain persons or in certain countries. If you access the Website from outside England or Wales, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

### **Information about you and your visits to our site**

We process information about you in accordance with our [privacy statement](#). By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

### **Uploading material to our site**

There is no ability to upload information to this website other than personal information.

### **Computer Viruses, Hacking and other Offences**

Whilst we will use reasonable endeavours to ensure that the Website does not contain or promulgate any errors, viruses, other malicious code or harmful components and will be uninterrupted we make no warranty or representation that this will be the case. However it is recommended that you should virus check all materials

downloaded from the Website and regularly check for the presence of viruses, other malicious code and harmful components. 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 our site or to your downloading of any material posted on it, or on any website linked to it.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which 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.

### **General**

Weber reserves the right to vary these terms and conditions of use from time to time. Such variations become effective immediately upon the posting of the variation(s) on the Website. By continuing to use the Website you will be deemed to accept such variations. You should visit this page periodically to review the terms and conditions because they are binding on you.

Weber reserves the right to make subsequent changes to, modify, supplement, move or delete portions of or add to the Website at any time with or without notice.

In the event that any term of these terms and conditions is held to be invalid or unenforceable, the remainder of these terms and conditions shall remain valid and enforceable.

No waiver of any term of these terms and conditions shall be deemed a further or continuing waiver of such term or any other term.

### **Your Concerns**

If you have any concerns about material which appears on the Website, please contact [weberfinalfinish@netweber.co.uk](mailto:weberfinalfinish@netweber.co.uk)

Thank you for visiting the Website.