

Website Terms & Conditions of Use - Rexel

Version 1.1 – April 2013

The website <http://www.kellihers.com> (the “Website”) is owned and operated by operated by M. Kelliher 1998 Limited and the expressions, “we” and “us” and “our” mean M. Kelliher 1998 Limited (Company Number 273572) trading as Rexel Industrial Supply Services Ireland whose registered office is at:

*Ballymullen
Tralee
County Kerry
Ireland*

These are the Website terms and conditions (the “Website Conditions”), which apply to the use of the Website by you, the end user. By using the Website you agree to be bound by these Website Conditions.

If you do not agree to be bound by these Website Conditions, you may not use or access the Website and we will have the right to restrict or prevent your access to the Website.

Please note that any purchases you make on this Website will be governed by our separate [Terms & Conditions of Sale](#).

If there is anything that you do not understand please feel free to email any enquiry to us here: help@kellihers.com.

THESE TERMS OF USE DO NOT AFFECT YOUR STATUTORY RIGHTS.

IT IS AGREED THAT:

1. Your obligations

1.1. You will not:

- 1.1.1. use the Website (or any part of it) for any illegal purpose and agree to use it in accordance with all relevant laws;
- 1.1.2. upload or transmit through the Website (i) any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or (ii) any material which is defamatory, offensive, or of an obscene or menacing character, or that may cause annoyance, inconvenience or needless anxiety;

- 1.1.3. use the Website in a manner which (i) may cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired or (ii) violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy); and
- 1.1.4. create or publish a hypertext link to any part of the Website without our express written consent except that you may create a hypertext to the welcome page of the Website as long as the link does not portray us or our affiliates, or their products or services in a false, misleading, derogatory, or offensive matter. You may not use any of our logos or proprietary marks as part of the link without our express written consent. We may terminate your permission to maintain such links at any time;
- 1.1.5. frame or use framing techniques to enclose any part of the Website or any content accessible on it without our express written consent. You will not use any meta tags or any other hidden text using our (or our affiliates) names, logos, brands or marks without our express written consent. Any unauthorised use terminates the permission or license granted by us to use this Website in addition to our other rights; or
- 1.1.6. attempt any unauthorised access to any part or component of the Website.
- 1.2. You agree that in the event that you have any right, claim or action against any third party arising out of that third party's use of the Website, then you will pursue such right, claim or action independently of and without recourse to us.
- 1.3. You warrant that by accessing and using the Website you will not be in breach of any laws or regulations that apply to you.

2. Our rights

2.1. We may:

- 2.1.1. modify or withdraw, temporarily or permanently, the Website (or any part of it) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- 2.1.2. change these Website Conditions from time to time and your continued use of the Website (or any part of it) following such change shall be deemed to be your acceptance of such change. You should check back here regularly as you will be bound by these Website Conditions every time you visit the Website. If you do not agree to any change to the Website Conditions then you must immediately stop using the Website; and/or
- 2.1.3. monitor any activity and content associated with the Website. We may investigate any reported violation of these Website Conditions or complaints relating to the Website and take any action that we believe is appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

2.2. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website for any reason.

3. Privacy and personal information

3.1. Your privacy is very important to us and these Website Conditions must be read in conjunction with our [Privacy Policy](#).

4. Disclaimer of warranties

4.1. Subject to Website Conditions [5.1](#) and [5.2](#) below, the Website is provided, on an “as is” and “as and when available” basis without any representation or endorsement and we make no warranties of any kind, whether express or implied, in relation to the Website, its content or any services offered on the Website.

4.2. In particular, we make no warranties that the Website, its content or any services offered via the Website will meet your requirements or will be uninterrupted, timely, secure or error-free, that defects will be corrected, or that the Website or the server which makes it available are free of viruses or bugs or are fully functional, accurate, or reliable. We will not be responsible or liable to you for any loss of content or material as a result of uploading to or downloading from the Website. If a fault occurs in the service you should report it to help@kellihers.com and we will attempt to correct the fault as soon as we reasonably can.

5. Liability

5.1. Whilst we will use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties or representations, whether express or implied in relation to its accuracy.

5.2. Nothing in these Website Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees or any liability for fraud or for any other liability that cannot be excluded or limited by law. Nor do these Website Conditions (or the warranty and liability exclusions in them) apply to any purchases made via this Website. Instead, these purchases are governed by our separate [Terms & Conditions of Sale](#).

5.3. You agree that you are free to choose whether to use the Website or any services offered on the Website and do so at your sole option, discretion and risk.

5.4. We will not be responsible to you or any third party for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any indirect or consequential loss in connection with the Website.

5.5. Without limiting the foregoing, under no circumstances shall we be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our

reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

6. Intellectual property

- 6.1. Save as set out in Website Condition 6.4 below, you acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content contained within the Website shall remain at all times owned by us or our licensors. You are permitted to use this material only as expressly authorised by us.
- 6.2. You acknowledge and agree that the material and content contained within the Website is made available for your personal use only (which may include use by contractors to obtain information on individual items for sale via the website to determine whether the contractor wishes to purchase such items from us) and that you may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content. This includes, but is not limited to, the text, graphics, animations, photographs, pictures, sounds, data, images, audio and video clips connected to the Website.
- 6.3. In particular, you may not download, edit, reproduce or use any material and content contained within the Website for the purpose of advertising, promoting, endorsing or implying any connection with you or any third party. Nor may you systematically extract and/or re-utilise parts of the contents of the website without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering/extraction tools to extract (whether once or many times) for re-utilisation, any substantial parts of this website, without our express written consent. You also may not create and/or publish your own database that features substantial parts of this Website (including without limitation prices and product listings) without our express written consent.
- 6.4. Any information you submit to the Website, whether by way of comment, any chat room function or otherwise, will not be treated confidentially and you acknowledge that we may use such information for any purposes subject to these Website Conditions. You give us an absolute right to reproduce (whether in whole or in part, and whether cropped, adopted, altered or otherwise manipulated) any photos or other images that you submit to the Website.
- 6.5. By submitting material to the Website, you warrant and represent that you own such materials (including any copyright and other intellectual property rights therein) or that you have permission from the owner and that you have obtained the informed consent of any subjects of the images and

that any subjects featured in any such images are at least 18 years of age at the time such material was created. You hereby waive any moral rights you may have in relation to such content.

7. Links to other websites

7.1. We may, from time to time, provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such other sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

8. Waivers and remedies

- 8.1. No delay or omission in exercising any right, power or remedy provided by these Website Conditions or by law shall operate to impair or be construed as a waiver of it or of any other right, power or remedy.
- 8.2. No single or partial exercise or non-exercise of any of these rights, powers or remedies shall preclude any other or further exercise of them or of any other right, power or remedy.
- 8.3. The rights, powers and remedies provided by these Website Conditions are cumulative and subject as otherwise provided in these Website Conditions are not exclusive of any rights, powers and remedies provided by law.

9. Law and Jurisdiction

- 9.1. These Website Conditions shall be governed by and construed in accordance with English law.
- 9.2. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England in relation to any claim or matter arising under or in connection with these Website Conditions.

10. General

- 10.1. If any part of these Website Conditions is found to be invalid by any court or other regulatory or competent body, the invalidity will not affect the rest of the Website Conditions, which shall remain in force.
- 10.2. Any notices or communications that you send to us should be sent to Customer Services at help@kellihers.com or in writing marked for the attentions of Web Customer Services to M.Kelliher 1998 Limited, Ballymullen, Tralee, County Kerry, Ireland. Any notices or communications that we send to you will be sent to the email address you registered with us.

10.3. All provisions which must survive in order to give effect to their meaning shall survive any expiration or termination of these Website Conditions, including without limitation, all of your representations, warranties and indemnification obligations.

10.4. No person who is not a party to this agreement shall have any right to enforce this agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.