WEBSITE TERMS OF USE

1 INTRODUCTION

(a) These terms of use (**Terms**) apply when you use this website, virdischemicals.co.uk (**Website**).

(b) You agree to be bound by these Terms which form a binding contractual agreement between you and us, Virdis Chemicals Ltd, a company registered in England and Wales under company number 15842520 (VAT number 471 7931 67), with its registered office at 167-169 Great Portland Street, London, England, W1W 5PF (**our, we or us**).

(c) If you don't agree to these Terms, you must refrain from using the Website.

(d) We may change these Terms at any time by updating this page of the Website, and your continued use of the Website following such an update will represent an agreement by you to be bound by the Terms as amended.

(e) Additional terms and conditions govern your purchase of any goods or services from us, which are available here: https://virdischemicals.co.uk/wp-content/uploads/2026/11/Virdis-Chemicals-Ltd-Conditions-of-Sale-November-2026-1.pdf If there is any conflict between those terms and conditions and these Terms in relation to a purchase, those terms and conditions will prevail.

2 ACCESS AND USE OF THE WEBSITE

(a) You must only use the Website in accordance with these Terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with the Terms and any applicable laws.

(b) The Website is operated from the United Kingdom. We do not represent that the Website or its content is appropriate or available for use outside the United Kingdom. If you access the Website from outside the United Kingdom, you do so on your own initiative and you are responsible for complying with local laws.

(c) Depending on your location, we may automatically direct you to a different version of our website, such as www.virdischemcials.com, which may be operated by our affiliated company, such as Virdis Chemicals Group Holding Inc or Virdis Chemicals USA LLC. That website may be subject to separate terms of use, which will apply instead of these Terms.

3 YOUR OBLIGATIONS

You must not:

(a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without our express consent;

(b) use the Website for any purpose other than the purposes of browsing, selecting, enquiring about or purchasing our products;

(c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;

(d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;

(e) use the Website with the assistance of any automated scripting tool or software;

(f) act in a way that may diminish or adversely impact our reputation, including by linking to the Website in a way that is unfair or misleading, or that suggests any association with, or approval or endorsement by, us that does not exist; and

(g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:

(i) gaining unauthorised access to Website accounts or data;

(ii) scanning, probing or testing the Website for security vulnerabilities;

(iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or

(iv) instigating or participating in a denial-of-service attack against the Website.

4 INFORMATION ON THE WEBSITE

While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:

(a) the Website will be free from errors or defects;

(b) the Website will be accessible at all times;

(c) messages sent through the Website will be delivered promptly, or delivered at all;

(d) information you receive or supply through the Website will be secure or confidential; or

(e) any information provided through the Website is accurate or true.

We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

5 INTELLECTUAL PROPERTY

(a) We retain ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserve all rights in any intellectual property rights owned or licensed by us that are not expressly granted to you.

(b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from us, except as set out in clause 6 or as permitted by law.

6 TECHNICAL INFORMATION

(a) The Website Content includes technical data sheets, product specifications, formulation guidance and other technical information about our products (**Technical Information**).

(b) You may view, download and print Technical Information only to assess whether our products are suitable for your intended use, or in connection with buying or using our products. You must not:

(i) publish, distribute or share Technical Information with any other person, except your employees, contractors and professional advisers who need it for those purposes;

(ii) use Technical Information to develop, formulate, reverse engineer or market any product that competes with our products; or

(iii) remove or alter any copyright, trade mark or other proprietary notice on Technical Information.

(c) Technical Information is provided for general guidance only. It is based on our knowledge at the date it was published and does not form part of any contract for the sale of our products, unless the terms of that contract say otherwise. Results depend on your materials, processes and conditions of use, so you are responsible for carrying out your own tests to decide whether a product is suitable for your intended use, and for using, storing and handling it safely and in line with the relevant safety data sheet and the law.

(d) Nothing in these Terms stops you from using or sharing a safety data sheet for any of our products where the law requires or allows you to do so.

7 LINKS TO OTHER WEBSITES

(a) The Website may contain links to other websites, including the websites of our partners and suppliers, that are not our responsibility. We have no control over the content of the linked websites and we are not responsible for it.

(b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

8 SECURITY

We do not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

9 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

10 PRIVACY

Our Privacy Policy explains how we collect, use and protect your personal data when you use the Website. You can read it here: https://virdischemicals.co.uk/wp-content/uploads/2024/08/Virdis-Chemicals-Privacy-Policy-2024.pdf.

11 LIABILITY

(a) We make no warranties or representations about this Website or any of its content and will not be responsible to you or any third party for any direct or consequential loss suffered in connection with the use of this Website. To the maximum extent permitted by law, we exclude any liability that may arise due to your use of our Website and/or the information or materials contained on it. You agree to indemnify us for any loss or liability arising out of your breach of these Terms.

(b) To the extent that the provisions of any applicable law shall impose restrictions on the extent to which liability can be excluded under these Terms including, for the avoidance of doubt, the provisions of sections 2, 3, 6 and 11 of the *Unfair Contract Terms Act 1977* and Part 2 of the *Consumer Rights Act 2015* in the UK (and their equivalents in any other jurisdiction) relating to the requirement of reasonableness or fairness, the exclusions set out in this clause shall be limited in accordance with such restrictions. However, any exclusions of liability that are not affected by such restrictions shall remain in full force and effect.

(c) Nothing in these Terms shall exclude or limit a party's liability for fraud or intentional unlawful conduct by a party, death or personal injury resulting from a party's negligence, or any other liability that cannot be excluded or limited by law.

12 GENERAL

12.1 GOVERNING LAW AND JURISDICTION

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

12.2 THIRD PARTY RIGHTS

This agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this agreement.

12.3 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

12.4 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

12.5 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

12.6 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

12.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

12.8 INTERPRETATION

In these Terms, unless the context otherwise requires:

(a) (**singular and plural**) words in the singular include the plural (and vice versa);

(b) (**gender**) words indicating a gender include the corresponding words of any other gender;

(c) (**defined terms**) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(d) (**person**) a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;

(e) (**party**) a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(f) (**this agreement**) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these Terms (**this agreement**), and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;

(g) (**document**) a reference to a document (including these Terms) is to that document as varied, novated, ratified or replaced from time to time;

(h) (**headings**) headings and words in bold type are for convenience only and do not affect interpretation;

(i) (**includes**) the word “includes” and similar words in any form is not a word of limitation;

(j) (**adverse interpretation**) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and

(k) (**currency**) a reference to £, or “pounds”, is to Pound Sterling currency, unless otherwise agreed in writing.