

Terms & Conditions

(Updated 20 April 2018)

This website is operated by AustwickBerry Limited.(referred to AB ('AB')/we/our/us"). As user of this website (referred to as "you/your") you acknowledge that any use of this website including any transactions you make ("use/using") is subject to our terms and conditions below. Please:

- read through these terms and conditions carefully before using this website.
 - print a copy for future reference.
 - also read our Privacy policy section regarding your personal information.
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1. General

1.1 We reserve the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website (see date at the top) and it is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions.

1.2 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use this website

1.3 When you use any additional AB services, please read the additional information provided with regards to such services as this information will provide you with full details on how to use such services.

1.4 Such such website services that will require registration and subsequent access to those services will be subject to an approved login name and password ("Password Details"). Information that you provide on this website must be accurate and complete. All Passwords Details are accepted and may be withdrawn at our sole discretion and are exclusive to you and non-transferable and must be treated as strictly confidential at all times. In the event that you have any concerns regarding your Password Details or become aware of any misuse then you must inform us immediately (see Contact Us for more information and full contact details).

2. Intellectual Property

2.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of this website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

2.2 You acknowledge and agree that the material and content contained within this website is made available for your personal non-commercial use only and that you may only download such material and content for the purpose of using this website. You further acknowledge that any other use of the material and content of this website is strictly prohibited and 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.

3. Liability and Indemnity

3.1 Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.

3.2 Subject to Section 3.1 above, AB will use reasonable endeavours to verify the accuracy of any information on the site but makes no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website AB will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website and AB accepts no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on the site.

3.3 Subject to Section 3.1 above, other than as expressly provided in these terms and conditions any indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law.

3.4 Subject to Section 3.1 above, AB will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any:

- economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or
- loss of goodwill or reputation; or
- special or indirect losses
- suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

3.5 Notwithstanding the above, subject to Section 3.1 AB' aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same clause.

3.6 This clause 3 does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

3.7 We will take all reasonable precautions to keep your details secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

4. Miscellaneous Provisions

4.1 The contract between us shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of England. English is the only language offered for the conclusion of the contract.

4.4 To provide increased value to our customers, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not

responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these 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 advertising, content, products, goods or other materials or services available on such external websites or resources.

4.5 You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by AB.

4.6 AB reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these terms and conditions or any related contract to any third party.

4.7 If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

4.8 These terms and conditions do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the U.K. Contracts (Rights of Third Parties) Act 1999) except: a) AB (as defined below) shall have the right to enforce any rights or benefits under these terms and conditions; b) AB shall have the right to enforce and take the benefit of the rights or benefits of any limitation or exclusion or limitation of liability in these terms and conditions; c) a person who is a permitted successor or assignee under Section 8.8 above of the rights or benefits of these terms and conditions may enforce such rights or benefits. d) No consent from the persons referred to in Section 8.9 is required for the parties to vary or rescind these terms and conditions (whether or not in any way that varies or extinguishes rights or benefits in favour of such third parties).

8.9 No delay or failure by AB to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of AB.

8.10 These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and AB relating to the use of this website and sets forth the entire agreement and understanding between you and AB for your use of this website.