

# GIBB GROUP LIMITED

## Website Terms of Use

1. The terms of use for the websites <http://www.gibbgrouppltd.com>, <http://www.gibbsafety.com> and <http://www.gibbtools.co.uk> (each individually and together, the “**Website**”) detail how you can use our Website.
2. The “use” of this Website includes accessing, browsing or registering to use this Website.
3. Please read these Terms of Use carefully before you start to use this Website, as these Terms of Use will apply to any use by you of this Website. By using this Website, you will be deemed to accept these Terms of Use, and you agree to comply with the same.
4. You must not use this Website if you do not agree to be bound by these Terms of Use.
5. Please note that we may revise these Terms of Use from time to time by amending this page. Please check this page periodically in order to take notice of any such changes, as you will be bound by those changes if you use this Website.
6. Please also check:
  - 6.1. our privacy policy set out at <https://gibbgrouppltd.com/privacy-policy/> (the “**Privacy Policy**”), which details the basis upon which we will process any of the personal data that we collect from you or which you notify to us in accordance with applicable data protection and privacy legislation in force from time to time in the UK, including the United Kingdom Data Protection Act 2018, European Union Regulation 2016/679 and European Union Directive 2002/58/EC (the “**Data Protection Legislation**”); and
  - 6.2. our policy on any cookies on this Website set out at <https://gibbgrouppltd.com/cookie-policy/> (the “**Cookie Policy**”),  
  
(together, the “**Policies**”),  
  
and you acknowledge that, by using the Website, you are agreeing to the Policies, which shall be deemed to be incorporated into these Terms of Use by reference. We recommend that you print a copy of these terms for future reference.
7. If you wish to purchase or hire any Goods from us, please check our [Terms and Conditions](#).
8. We may update this Website or otherwise change its content at any time. It is acknowledged that this Website may be out of date, but there is no obligation for us to update it. It is further acknowledged that we do not guarantee that this Website, or any part of it, is free from any faults.
9. There is no guarantee that this Website, or any part of it, will be provided on a continuous and uninterrupted basis. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. It is therefore possible that, at any given time, you may not be able to access this Website, or that you access will only be partial and/or of a temporary nature.

10. We are entitled to amend, discontinue, interrupt, suspend or withdraw this Website, or any part of it at any time without giving notice of the same to you. However, we will not be liable to you in the event that this Website (or any part of it) is unavailable at any time.
11. You can use this Website free of charge at any time, but subject always to any constraints on your use of it that we might apply pursuant to these Terms of Use, the [Terms and Conditions](#) or the Policies, as the case may be.
12. It is acknowledged that you are responsible for making all arrangements that may be necessary to enable you to have access to this Website.
13. You are responsible for ensuring that any person other than yourself who accesses this Website through your internet connection is aware of these Terms of Use, and that you procure the compliance by any such person with the same.
14. If you select, or we provide you with, any identification code, password or any other access key or facility as part of our security processes (together, the "**Security Code**"), then you must treat the same as confidential to yourself and not disclose the same to any other person.
15. We are entitled to disable any Security Code, and therefore prevent you from ordering and purchasing any Goods at any time if we have reasonable grounds for believing it is necessary for us to do so. Similarly, we are entitled to prevent you from using this Website at all if we have reasonable grounds for considering it necessary for us to do so.
16. You must notify us promptly via this Website immediately if you become aware that your Security Code is, or is likely to be, compromised.
17. We have full right and title to all of the intellectual property rights, including patents, copyright, trade marks, design rights, database rights, know-how or other rights, whether registered or unregistered in all jurisdictions (together, the "**IPR**") in this Website; accordingly, all of our rights are reserved.
18. You are, in the course of your using this Website, permitted to:
  - 18.1. utilise this Website in accordance with the processes detailed within it;
  - 18.2. print copies or download portions of its contents for your own personal and/or internal business use; and
  - 18.3. draw the attention of your work colleagues to its contents.
19. You are not permitted, in the course of your using this Website, to:
  - 19.1. reproduce the contents of this Website other than for your own personal and/or internal business use;
  - 19.2. incorporate any of the contents of this Website in any other website, retrieval system, publication or otherwise;



- 19.3. use, modify, disassemble, decompile or reverse engineer any part of the contents of this Website for any commercial purpose without our prior written consent or that of the applicable licensor;
- 19.4. amend any of the contents of this Website, including by way of using any illustrations or marks other than in the context in which they have been provided in this Website; and
- 19.5. fail to acknowledge our status as the authors and owners of this Website and/or its contents, including by way of removing any copyright notice,  
  
and if your use of this Website is in breach of this Clause 19 of these Terms of Use you must, at our option, promptly deliver up or destroy any reproductions that you have made of it.
20. All information set out in this Website has been provided by us in good faith and on an 'as is' basis, and may be used by you for information purposes only and in accordance with these Terms of Use. Accordingly:
  - 20.1. we do not warrant, represent or undertake that the content of this Website is accurate, current or complete;
  - 20.2. we do not represent that content available on or through this Website is appropriate for use or available in other locations outside of the United Kingdom; and
  - 20.3. no such content should be treated by you as advice on which you can or ought to rely, and if you do wish to rely upon it, you should seek appropriate advice.
21. The liability of you and us in connection with these Terms of Use cannot be limited with respect to:
  - 21.1. death or personal injury attributable to negligence;
  - 21.2. fraud;
  - 21.3. fraudulent misrepresentation; or
  - 21.4. any other liability that cannot be limited as a matter of law.
22. All conditions, representations, warranties and other terms, whether express or implied, in connection with your use of this Website and these Terms of Use, are excluded to the fullest extent permitted by law, subject to Clause 21 of these Terms of Use.
23. Subject to Clause 21 of these Terms of Use, we are not liable to you for any loss, damage, cost, expense, claim or otherwise suffered by you in connection with your use of, or inability to use, this Website, whether any such liability arises in contract, delict (including negligence), breach of statutory duty, misrepresentation, indemnity or otherwise, and even if any such liability is foreseeable.
24. If you are not a personal consumer, it is acknowledged that we are not liable to you (to the maximum extent permitted by law and subject to Clause 21 of these Terms of Use) for:
  - 24.1. any loss of actual or anticipated profits;



- 24.2. any loss of actual or anticipated savings;
- 24.3. loss of business;
- 24.4. loss of revenue;
- 24.5. loss of goodwill and reputation; or
- 24.6. loss of, or damage to, data, arising in connection with your use of this Website.
25. If you are not a personal consumer, it is acknowledged that we are not liable to you (to the maximum extent permitted by law and subject to Clause 21 of these Terms of Use) for any consequential or indirect loss or damage, however caused, arising in connection with your use of this Website.
26. If you are a personal consumer, it is acknowledged that we are not liable to you (to the maximum extent permitted by law and subject to Clause 21 of these Terms of Use) for:
  - 26.1. any loss of actual or anticipated profits;
  - 26.2. any loss of actual or anticipated savings;
  - 26.3. loss of business;
  - 26.4. loss of revenue;
  - 26.5. loss of goodwill and reputation; or
  - 26.6. loss of, or damage to, data, arising in connection with your use of this Website.
27. It is acknowledged that, subject to Clause 21 of these Terms of Use, we shall have no liability for the content of any websites that are linked on this Website, all such links being provided for your information only and should not be deemed to have been endorsed by us.
28. If you are intending to purchase or hire any Goods through this Website, the liability provisions detailed in the [Terms and Conditions](#) will apply.
29. If you upload any content onto this Website, you must at all times adhere to the requirements of these Terms of Use. By uploading any such content you warrant, represent and undertake that you are compliant with these Terms of Use, but if it transpires that you have effected any such upload in breach of these Terms of Use, you will indemnify, keep indemnified and hold us harmless against any loss, damage, cost, expense, claim or otherwise suffered by us on account of any such breach. If you are not a business user of this Website, this means that you will be liable to us for any loss, damage, cost, expense, claim or otherwise that we suffer on account of any such breach by you.
30. Any content you upload onto this Website will not be treated as confidential or proprietary to you. Accordingly, we shall have the right to utilise any such content of yours for any purpose, including by means of disclosing your identity to a third party in the event that it is alleged that any such upload of yours infringes, or might infringe, the IPR of any such third party. We shall have the right to remove any upload of yours if we consider it does not comply with



these Terms of Use. We shall exercise our rights pursuant to this Clause 30 of these Terms of Use to the extent that we are permitted to do so as a matter of law or regulation.

31. We are not responsible or liable for the content that you upload onto this Website, and it is acknowledged that any views that are expressed by you in any such content are yours alone and do not represent us in any way.
32. We do not guarantee that this Website is free from adware, bugs, keystroke loggers, logic bombs, malware, time bombs, Trojan horses, spyware, viruses, worms or other defects (together, "**Harmful Code**"); accordingly, you will need to rely upon your own configuration and virus protection or other technology in your use of this Website.
33. If you wish to create a link to this Website you must do so in a manner that is fair, and which is not in breach of any law or regulation, but you must not do so:
  - 33.1. in a manner which implies any approval, association or endorsement by us of or with you;
  - 33.2. on any website or other facility that is not owned by you;
  - 33.3. of any part of this Website other than the home page;
  - 33.4. by means of any deep link, save unless we have first given our consent to any such deep link;  
or
  - 33.5. other than in accordance with these Terms of Use,and we can withdraw our consent to your having established any such link at any time and without our giving you notice of that decision.
34. You may use this Website only for lawful purposes, and you shall not use it (whether knowingly or unknowingly), or upload content or other material of any kind into it (whether knowingly or unknowingly) which is, or which could be construed as:
  - 34.1. breaching in any manner any relevant local, national or international law or regulation, or the order or direction of any court, tribunal or regulatory authority of competent jurisdiction, including any breach of:
  - 34.2. all applicable laws, statutes and regulations connected with anti-bribery and anti-corruption (including the United Kingdom Bribery Act 2010) (together, the "**Anti-Bribery Laws**");
  - 34.3. the export control regulations of the European Union, the United Kingdom, the United Nations, the United States of America and any other jurisdictions (together, the "**Export Controls**");
  - 34.4. any form of sanction, embargo or other inhibition administered by the European Union, the United Kingdom, the United Nations, the United States of America and any other jurisdiction (together, the "**International Restrictions**"); and
  - 34.5. the United Kingdom Modern Slavery Act 2015;
  - 34.6. fraudulent, or which has a fraudulent effect;
  - 34.7. being used to impersonate a person or to misrepresent the status of any person;



- 34.8. being defamatory or repeating criminal accusations;
- 34.9. being obscene, pornographic or sexually explicit;
- 34.10. being threatening, abusive, offensive, inflammatory or hurtful, and which might embarrass, annoy or alarm any person;
- 34.11. being likely to cause annoyance, anxiety or inconvenience to any person;
- 34.12. being violent, or which encourages or promotes violence;
- 34.13. being profane;
- 34.14. being discriminatory, with respect to race, sex, sexual orientation, gender, religion, nationality, disability or age;
- 34.15. infringing, or purporting to infringe, the IPR of any person;
- 34.16. being deceitful or misleading;
- 34.17. being intended to harm, or which harms, minors or vulnerable adults in any way;
- 34.18. being likely to compromise the privacy or personal data of any person (including by means of any actual or purported breach of the Data Protection Legislation);
- 34.19. being illegal or which assists in the commission, encourages or promotes any illegal act;
- 34.20. attacking this Website by means of a denial of service attack, it being acknowledged that any such misuse could constitute an infringement by you of the United Kingdom Computer Misuse Act 1990, as amended, with its associated criminal liabilities, or otherwise breaching that statute;
- 34.21. amounting to a breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidentiality;
- 34.22. sending, receiving, uploading, downloading, using or re-using any material which does not adhere with these Terms of Use;
- 34.23. procuring, sending or transmitting unsolicited messages or other promotional materials; or
- 34.24. giving the recipient of the relevant materials the impression that those materials have been generated by us;
- 34.25. commenting adversely about us or our licensors and suppliers;
- 34.26. attempting to gain unauthorised access to this Website, or to the database or server to which it is connected; or
- 34.27. knowingly or unintentionally importing or sending any Harmful Code or doing anything which might impair the efficacy of this Website,



and in the event of any breach by you of this Clause 34 of these Terms of Use, whether deliberate or not, your right to use this Website will cease with immediate effect.

35. In utilising this Website and uploading content of any kind into it, you must:
  - 35.1. ensure that the information you upload is accurate, current and complete;
  - 35.2. ensure that any opinions articulated by you are genuine and do not contravene Clause 34 of these Terms of Use; and
  - 35.3. comply with all applicable local, national or international laws and regulations, and the orders and directions of any court, tribunal or regulatory authority of competent jurisdiction, including the Anti-Bribery Laws, the Export Controls, the International Restrictions and the United Kingdom Modern Slavery Act 2015.
36. In the event that we provide an interactive service of any kind as part of this Website, we will notify you of the terms on which that service is to be provided, but it is acknowledged that we shall not be under any obligation to monitor or moderate any such service and, accordingly, we shall have no liability to you in respect of the same. The use of any such interactive service by a minor will be subject to the consent and supervision of the parents or guardian of that minor, and any such parent or guardian will need to convey to the minor for whom they are responsible the need for caution and safety in the use of the service, as is possible that issues might arise even if the service is moderated.
37. In using this Website you must adhere to both the spirit and the letter of these Terms of Use.
38. You acknowledge that we do not wish to receive any confidential or proprietary information or yours or your business through this Website, save to the extent that you have to provide any such information to allow us to process your Order(s).
39. When you send us any materials, remarks, proposals, graphics or other information through this Website, it is acknowledged that you provide us with an unrestricted, non-exclusive, perpetual, irrevocable, royalty-free licence to use, copy, display, perform, modify, transmit and distribute the same (including in respect of any IPR in the same) to the extent that we are permitted to do so as a matter of law or regulation. It is further acknowledged that we shall not divulge your name or otherwise indicate that any such materials, remarks, proposals, graphics or other information was supplied by you without your prior written consent (which shall not be unreasonably withheld or delayed).
40. We may, from time to time, assess whether or not your use of this Website infringes these Terms of Use, or the [Terms and Conditions](#) more generally, and if we have grounds for supposing that you have committed, or are likely to commit, a breach of the same, you acknowledge that we may take such action as we deem appropriate and necessary, including by means of:
  - 40.1. an immediate permanent or temporary suspension or termination of your right to use this Website (and, therefore, the suspension or termination of your Account);
  - 40.2. the immediate permanent or temporary removal of any material uploaded by you into this Website;



- 40.3. issuing a warning to you;
  - 40.4. taking legal action against you for the recovery, on an indemnity basis, of any loss, damage, cost, expense, claim, fine, regulatory penalty or other sanction or otherwise suffered by us on account of your breach;
  - 40.5. taking any other legal action against you, including by means of seeking equitable relief;
  - 40.6. the disclosure of any such materials or other information about you to any court, tribunal, regulatory, security or police authority of competent jurisdiction with or without your knowledge; and
  - 40.7. all or any combination of these actions.
41. It is acknowledged that we are entitled to amend these Terms of Use at any time, and we are not obliged to notify you in the event that we do so. You should therefore check these Terms of Use from time to time in order to take notice of any changes we have made to it, as they will be binding upon you whenever you use this Website. It is also acknowledged that certain elements of these Terms of Use may be superseded by other provisions detailed on this Website.
42. If you are a business user and have any issues with this Website, please contact us by using the contact details provided on this Website.
43. Any failure on our part to exercise any of our rights under these Terms of Use shall not waive our ability to enforce any such right.
44. These Terms of Use are governed by the laws of England and Wales, and are subject to the exclusive jurisdiction of the courts of England and Wales.

