

## Website T&Cs Versatile Packaging

Please read these Terms and Conditions carefully. They Govern your access and use of our Website and services on it.

### ABOUT US

Versatile Packaging own and operates this website and provides the services on and through it. We are company number 288757 registered in Ireland. Our registered office is at Silverstream Business Park, Silverstream, Co. Monaghan.

### MODIFICATION OF THESE TERMS OF USE

Versatile Packaging reserves the right to change the terms, conditions, and notices under which Versatile Packaging web site is offered. Any Modification of these T & Cs will be posted on this page. By using the website after that, you agree to these revised T & Cs.

### T&Cs

We provide and make available, and you use and access, the Website and services on it subject to these T&Cs, including our Privacy Statement and our Cookies Policy.

By browsing the Website, registering for online accessing / using our online service, you agree to be bound by them. If you do not agree to these T & Cs, please do not use the Website.

These T & Cs are separate and supplemental to any other agreement between you and us in relation, for instance, to (i) any of your Accounts with us; (ii) any products purchased by you from us; (iii) our Privacy Statement; and (iv) our Cookies Policy, all of which you are also bound by where applicable. Your access and use of the Website is always subject to these T & Cs.

### GENERAL

To the maximum extent permitted by law, this agreement is governed by the laws of the Republic of Ireland and you hereby consent to the exclusive jurisdiction and venue of courts in all disputes arising out of or relating to the use of the Versatile Packaging website.

Use of the Versatile Packaging Website is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Versatile Packaging as a result of this agreement or use of the Versatile Packaging website. Versatile Packaging's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Versatile Packaging's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Versatile Packaging website or information provided to or gathered by Versatile Packaging with respect to such use.

We may restrict you from linking to our Website if we consider that a link is prejudicial to our interests. You may link to the Website 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. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Versatile Packaging with respect to the Versatile Packaging Web Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Versatile Packaging with respect to the Versatile Packaging website.

A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

## LINKS TO THIRD PARTY SITES

The Versatile Packaging website may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of Versatile Packaging and Versatile Packaging is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site.

Versatile Packaging is not responsible for webcasting or any other form of transmission received from any Linked Site. Versatile Packaging is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Versatile Packaging of the site or any association with its operators.

## LINKS TO THIS WEBSITE

If you would like to link to this website, you may only do so on the basis that you link to, but do not replicate, the home page of this website, and subject to the following conditions:

- you will get written consent from Versatile Packaging beforehand;
- you do not remove, distort or otherwise alter the size or appearance of the Versatile Packaging logo;
- you do not create a frame or any other browser or border environment around this website;
- you do not in any way represent or imply that Versatile Packaging is endorsing any products other than its own;
- you do not misrepresent your relationship with Versatile Packaging;
- you do not present any false information about Versatile Packaging;
- you do not in any way infringe the intellectual property rights of Versatile Packaging or its licensors;
- you do not link from a website that is not owned by you;

- your website does not contain content that is distasteful, offensive, or infringes any intellectual property rights or other rights of any person or otherwise does not comply with all applicable laws and regulations.

Versatile Packaging expressly reserves the right to revoke the right granted above for breach of these terms and to take any action it deems appropriate. You shall fully indemnify Versatile Packaging for any loss or damage suffered by Versatile Packaging, either directly or indirectly, for breach of the above terms or any other part of these Terms.

## **NO UNLAWFUL OR PROHIBITED USE**

As a condition of your use of our website, you warrant to Versatile Packaging that you will not use our website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Versatile website in any manner which could damage, disable, overburden, or impair our Web Site or interfere with any other party's use and enjoyment of the site.

## **MATERIALS PROVIDED TO VERSATILE PACKAGING OR POSTED AT OUR WEBSITE**

Versatile Packaging does not claim ownership of the materials you provide to us (including Feedback, payment details and documents uploaded to our site) or post, upload, input or submit to any other website. However, by posting, uploading, inputting, providing or submitting your information you are granting Versatile Packaging permission to use your Submission in connection with the operation of our online services. Versatile Packaging is under no obligation to use any submission you may provide and may remove any Submission at any time in our sole discretion. By posting, uploading, inputting, providing or submitting your submission you warrant and represent that you own or otherwise control all of the rights to your submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the submissions.

## **LIABILITY DISCLAIMER**

Use of this Website is entirely at your own risk and you assume full responsibility and risk of loss resulting from the use of, viewing, access to, relying on or downloading from the website and/or its content.

While Versatile Packaging endeavours to ensure that the information on the website is correct, Versatile Packaging does not warrant the accuracy and completeness of the material on the website. Versatile Packaging may make changes to the material on the website, at any time without notice.

This website is available to all users "as is" without any representation or warranties of any kind, either express or implied. To the maximum extent permitted by law, Versatile Packaging provides you with the website on the basis that Versatile Packaging excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of merchantability/satisfactory quality, fitness for purpose and the use of reasonable care and skill which, but for this legal notice, might have effect in relation to the website).

Versatile Packaging, any other party (whether or not involved in creating, producing, maintaining or delivering the website), and any of Versatile Packaging's companies and the officers, directors, employees, members or agents of any of them, exclude all liability and responsibility for any amount

or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the website in any way or in connection with the use, inability to use or the results of use of the website, any websites linked to the website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the website or your downloading of any material from the website or any websites linked to the website.

Place of venue for any disputes in connection with this website is: Ireland. These Terms are governed by the laws of the jurisdiction, and disputes are to be escalated to Versatile Packaging's head office.

To the extent that there are any gaps in these terms of use or that any of their provisions are or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby.

If you are dissatisfied with any portion of the Versatile Packaging website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Versatile Packaging website.

## **TERMINATION/ACCESS RESTRICTION**

Versatile Packaging reserves the right, in its sole discretion, to terminate your access to the Versatile Packaging website and the related services or any portion thereof at any time without notice.

## **DATA PROTECTION**

We process information about you in accordance with our Privacy Statement. By using our Website, you consent to such processing and you confirm that all data provided by you is accurate and up to date. We keep your personal information only for as long as required by us:

- to provide you with the services you have requested;
- to comply with other law, including for the period demanded by our tax authorities;
- to support a claim or defence in court.

Please see Privacy Statement for a list of your rights.

### **EMAIL NEWSLETTER**

If you sign up to our newsletter we may use your email address to send you information about products or services that may be of interest to you. Our newsletter will be sent to you on a monthly basis. You can opt out of these at any point and you can ask for personal data to stop being recorded at any time. The information held for our email newsletter may include details such as – Name, Job Title, business and / or personal e-mail address. Your data will only be used by Versatile Packaging and will not be sold to another third party.

## **COPYRIGHT AND TRADEMARK NOTICES:**

### **COPYRIGHT**

Copyright and other relevant intellectual property rights exists on all text relating to Versatile Packaging services and the full content of this website. All rights reserved.

#### TRADEMARKS

The names of actual companies and products mentioned herein may be the trademarks of their respective owners. The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred. Any rights not expressly granted herein are reserved.

#### EVENTS BEYOND OUR CONTROL

We are not in breach of these T & Cs or liable to you if there is any total or partial failure of performance of any of our duties and obligations resulting from any act or matter beyond our reasonable control. This may include where such results from any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with third parties for whatever reason, failure of any computer dealing or settlement system, failure of or delay in the transmission of communications, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any other reason (whether or not similar in kind to any of the above) beyond our reasonable control.

#### GOVERNING LAW

The laws of Ireland apply to the T & Cs (and any matter or dispute arising out of or in connection with them) and the courts of Ireland have jurisdiction in connection with the T & Cs and all such matters and disputes.

#### QUERIES

If you have any queries about material which appears on our Website, please contact us at [info@versatilepackaging.ie](mailto:info@versatilepackaging.ie)