



QUADRABUILD

Unit 1 Falkland Farm,
Andover Road,
Wash Water,
Newbury,
RG20 0LP

T: 02086 445 434

E: sales@QuadraBuild.com

W: www.QuadraBuild.com

Online Shop Terms and Conditions & Privacy Policy

Terms and Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of this site agree that access to and use of this site are subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

In General

QuadraBuild is a trading name of QuadraBuild Ltd which owns and operates QuadraBuild.com ("the site"). This document governs your relationship with the site and owner. Access to and use of the site and the products and services available through the site (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to the site is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason the site is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of the site.

Warranty Disclaimer

This site and the materials and products on this site are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, QuadraBuild disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. QuadraBuild does not represent or warrant that the functions contained in the site will be uninterrupted or error-free, that the defects will be corrected, or that this site or the server that makes the site available are free of viruses or other harmful components. Also, QuadraBuild does not make any warranties or representations regarding the use of the materials in this site in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

Limitation of Liability

Please be aware: QuadraBuild shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this site or the performance of the products, even if QuadraBuild has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Typographical Errors

In the event that a QuadraBuild product is mistakenly listed at an incorrect price, QuadraBuild reserves the right to refuse or cancel any orders placed for product listed at the incorrect price. QuadraBuild reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, QuadraBuild shall issue a credit to your credit card account in the amount of the incorrect price.

Term; Termination

These terms and conditions are applicable to you upon your accessing the site and/or completing the registration or shopping process. These terms and conditions, or any part of them, may be terminated by QuadraBuild without notice at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.



www.QuadraBuild.com

QuadraBuild Ltd (formerly Stati-CAL Ltd) - Registered in England 05565876 - VAT No. GB 902 1902 65
Registered Office: Unit 1 Falkland Farm, Andover Road, Wash Water, Newbury, RG20 0LP

 QUADRABUILD

page 1 of 5

Notice

QuadraBuild may deliver notice to you by means of email, a general notice on the site, or by other reliable method to the address you have provided to QuadraBuild.

Miscellaneous

Your use of this site shall be governed in all respects by the laws of England, without regard to choice of law provisions. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of QuadraBuild products) must be commenced within one (1) year after the claim or cause of action arises. QuadraBuild's failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. QuadraBuild may assign its rights and duties under this Agreement to any party at any time without notice to you.

Use of Site

Harassment in any manner or form on the site, including via email, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a QuadraBuild or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the site any content which is libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offence, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the site or use the site to solicit others to join or become members of any other commercial online service or other organisation.

Participation Disclaimer

You are advised that QuadraBuild does not and cannot review all communications and materials posted to or created by users accessing the site, and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, QuadraBuild is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site. However, QuadraBuild reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or other intellectual property right of another or (d) offensive or otherwise unacceptable to QuadraBuild in its sole discretion.

Indemnification

You agree to indemnify, defend, and hold harmless QuadraBuild, its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

Third-Party Links

In an attempt to provide increased value to our visitors, QuadraBuild may link to sites operated by third parties. However, even if the third party is affiliated with QuadraBuild, QuadraBuild has no control over these linked sites, all of which have separate privacy and data collection practices, independent of QuadraBuild. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, QuadraBuild seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with QuadraBuild you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us and QuadraBuild retains the right to refuse any request made by you. If your order



is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be QuadraBuild or may in some cases be a third party. Where a contract is made with a third party QuadraBuild is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign products and services may fluctuate. All prices advertised are subject to such changes.

(a) Our Contract

When you place an order, you will receive an acknowledgement email confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by email that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation email sent at the time of dispatch will be included in the contract formed.

(b) Pricing and Availability

Whilst we try to ensure that all details, descriptions and prices which appear on the site are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

(c) Payment

Upon receiving your order we carry out a standard authorisation check on your payment card to ensure there are sufficient funds to fulfill the transaction. Your card will be debited upon or before acceptance of your order. Your goods will not be shipped until payment is received.

(d) Shipping times

We aim to ship all stocked item within 3 working days of receiving an order, however, unless specifically agreed in writing before acceptance of an order then time is not of the essence for any order.

Return / Refund / Cancellation Policy

As a general rule, we are unable to accept returns for products unless they are faulty.

If you have received delivery of a product which you believe to be faulty then please contact us (shop@QuadraBuild) to see if we can help by offering advice, a replacement or a refund. We will always try to help you if you are having difficulty using any of our products.

This does not affect any right that you may have in law to cancel an order placed online.

In general, if you are a private customer, you have the right to cancel an order up to 14 days after you receive the goods. You will then be issued with a refund within 14 days of us receiving the goods back. It is your responsibility to arrange and pay for the return shipping and we recommend that you use a trackable shipping method.

If you are a business customer then, in general, we will not accept returns as the cost in processing a return makes this service uneconomical. We may, in exceptional circumstances, accept returns but will usually charge a re-stocking fee of between 20% and 50%.

If you wish to cancel or return an order, please contact us (shop@QuadraBuild) and we will guide you through the process.

Special Offers

Special offers are subject to change at any time without notice.

Only one offer code can be used for each order.

Some offer codes may be issued to specific customers or for limited usage.

Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and QuadraBuild. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of QuadraBuild Ltd. If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause



shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

Privacy Policy

What information do we collect?

We collect information from you when you register on the site, place an order, enter a competition or sweepstakes, respond to a survey or communication such as email, or participate in another site feature.

When ordering or registering, we may ask you for your name, email address, mailing address, phone number, credit card information or other information. You may, however, visit our site anonymously.

Like many websites, we use "cookies" to enhance your experience and gather information about visitors and visits to our websites. Please refer to the "Do we use 'cookies'?" section below for information about cookies and how we use them.

How do we use your information?

We may use the information we collect from you when you register, purchase products, enter a competition or promotion, respond to a survey or marketing communication, surf the website, or use certain other site features in the following ways:

To personalise your site experience and to allow us to deliver the type of content and product offerings in which you are most interested.

To allow us to better service you in responding to your customer service requests.

To quickly process your transactions.

To administer a competition, promotion, survey or other site feature.

If you have opted-in to receive our email newsletter, we may send you periodic emails. If you would no longer like to receive promotional email from us, please refer to the "How can you opt-out, remove or modify information you have provided to us?" section below. If you have not opted-in to receive email newsletters, you will not receive these emails. Visitors who register or participate in other site features such as marketing programs and 'members-only' content will be given a choice whether they would like to be on our email list and receive email communications from us.

How do we protect visitor information?

We implement a variety of security measures to maintain the safety of your personal information. Your personal information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems, and are required to keep the information confidential. When you place orders or access your personal information, we offer the use of a secure server. All sensitive/credit information you supply is transmitted via Secure Socket Layer (SSL) technology and then encrypted into a database to be only accessed as stated above.

Do we use "cookies"?

Yes. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enables the site's or service provider's systems to recognise your browser and capture and remember certain information. For instance, we use cookies to help us remember and process the items in your shopping cart. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future.

We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser (like Mozilla Firefox or Internet Explorer) settings. Each browser is a little different, so look at your browser Help menu to learn the correct way to modify your cookies. If you turn cookies off, you won't have access to many features that make your site experience more efficient and some of our services will not function properly.

Do we disclose the information we collect to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, except as described below. The term "outside parties" does not include Crack-



www.QuadraBuild.com

QuadraBuild Ltd (formerly Stati-CAL Ltd) - Registered in England 05565876 - VAT No. GB 902 1902 65
Registered Office: Unit 1 Falkland Farm, Andover Road, Wash Water, Newbury, RG20 0LP

 QUADRABUILD
page 4 of 5

stitch.com, QuadraBuild or Stati-CAL. It also does not include website hosting partners and other parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others' rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

How can you opt-out, remove or modify information you have provided to us?

To modify your email subscriptions, please let us know by modifying your preferences in the "My Account" section. Please note that due to email production schedules you may receive any emails already in production.

To delete all of your online account information from our database, sign into the "My Account" section of our site and remove your shipping addresses, billing addresses & payment information. Please note that we may maintain information about an individual sales transaction in order to service that transaction and for record keeping.

Third party links

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these linked sites (including if a specific link does not work).

Changes to our policy

If we decide to change our privacy policy, we will post those changes on this page. Policy changes will apply only to information collected after the date of the change.

Questions and feedback

We welcome your questions, comments, and concerns about privacy. Please send us any and all feedback pertaining to privacy, or any other issue.

Online Policy Only

This online privacy policy applies only to information collected through our website and not to information collected offline.

Terms and Conditions

Please also visit our Terms and Conditions section establishing the use, disclaimers, and limitations of liability governing the use of our website.

Your consent

By using our site, you consent to our privacy policy.

