



Polybar International Ltd.

Website Terms & Conditions 2024

General

This website is owned and operated by: Polybar International Ltd. trading as Polybar Group with a registered address at Foxborough, Kilnoracey, Kilsheelan, Clonmel, Co. Tipperary, Ireland. By using our website, which includes access through other digital platforms such as future applications or external software, you confirm that you accept these Terms of Service (“Terms”) as binding upon you, including additional terms and conditions and policies referenced herein and/or available by hyperlink, and that you agree to comply with them. If you do not agree to these terms, you must not use our website.

Terms and Conditions of Polybar International Ltd.

What services are available?

Our services are custom to each client to ensure best results and include but are not limited to consultations, on-site surveys, design and layouts, maintenance, and inspections. Our services may change depending on client requirements and it is our goal to offer the best available service for our clients.

What products are available?

Our product range focuses on polymer impact protection systems. These products may change, and various safety products may be added to our product range at our discretion. Our product range can be found on our website, <https://www.polybargroup.com/products>. We may offer additional products not found on our website and for any product queries or requests, please contact info@polybargroup.com.

What integrations are available?

During our service and consultation solutions, we may offer integration of payment options including but not limited to PayPal, Stripe, and Sum Up so that we can take, accept, and automate payments from our clients. We may also use integrated booking applications such as Calendly and Zoom to book meetings and consult with clients at our discretion. Polybar Group is not responsible for any third-party application technical

or privacy issues and we would recommend visiting each third-party policy information before using any third-party application.

Hours of work

Polybar International, trading as Polybar Group is open from 9 am-5 pm Monday-Friday. We do not work at the weekends or bank holidays. Any holidays we take will be communicated to our clients in advance. These times may change without notice and can be done so at any time.

Contacting Polybar

Polybar Group respects that everyone uses different platforms and works different hours. We typically check and respond to emails at least once per day. This is to ensure our clients have our full attention. We aim to respond within 24 hours Mon-Fri. Any correspondence received through mobile, social media and other platforms will be acknowledged and responded to within 48 hours but may take longer depending on your request.

Client Details

Please note that any stored phone numbers or emails will be reviewed by Polybar Group every year but contact information that is relevant to the performance of a contract will be stored for two years at the end of each contract.

Payment of Fees

Depending on the contract you have, your payment schedule will be laid out in our contract and may involve staged payments or a one-off payment. Please review this payment information before agreeing to any contract submitted by Polybar Group and late payment of fees may result in penalties and/or termination of our contract.

Cancelling pre-arranged appointments

Our team at Polybar Group has a set schedule every week and works with a variety of clients across different time zones. If your circumstances change, Polybar Group requires a minimum 24-hour cancellation policy for meetings and other pre-arranged engagements. Failure to cancel your appointment before 24 hours (except in exceptional and one-off situations) may be chargeable.

Protection of Intellectual Property

Any educational, service or product information materials supplied by Polybar Group (including all website content and content supplied during meetings or consultations) are confidential. From time to time, Polybar Group may use examples of work created for businesses that we have worked with in the past for illustrative purposes. Any attempt by the Customer to enter the markets that Polybar Group operates in after gaining possession of such materials will be classed as entering competition with Polybar Group.

Terms and Conditions of Service of business

Contract Of Service

When requesting services or products from Polybar Group, the terms in force at the time of your request will apply as the contract of sale between both parties. This contract of sale begins to be formed between us when we issue an invoice. You shall only become the full owner of the service or product once we have received full payment and confirmation by a member of Polybar Group has been made.

Indemnification, Liability, And Limitation

The express terms and conditions of these terms shall apply in place of all warranties, conditions, terms, representations, statements, undertakings, and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law. Insofar as it is lawful to do so, we do not accept liability of any description including liability for negligence or any damages whatsoever arising out of or in connection with the viewing, use or performance of this website or its contents. If you reproduce, display, transmit, distribute or otherwise exploit the structure, information, material, or any portion thereof, in any manner not authorised by us, or if you otherwise infringe any intellectual property rights relating to the structure, information, photographs, prints or this website, you unconditionally and irrevocably agree to indemnify us and keep us indemnified from and against any losses, expenses, costs or damages, including reasonable lawyers' fees, incurred by you or others as a result of unauthorised use of the above and/or your breach of these terms.

You unconditionally and irrevocably agree to indemnify us and keep us indemnified from and against all and any losses, costs, claims, liabilities, damages, demands and expenses suffered or incurred by us and arising from any claim brought by any third party against us howsoever arising from or in connection with: these terms; the supply of the services and/or goods under the terms; your use of the services and/or goods; or your fraud or negligence. For the avoidance of doubt, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these terms for any loss of profits, goodwill, sales, business, or revenue; loss or corruption of data, information, or software; loss of business opportunity or anticipated savings; or any indirect or consequential loss. Without prejudice to other clauses in these terms, our total liability arising under or in connection with these terms, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the purchase price paid for the relevant services that is/are the subject of a claim.

Errors, Inaccuracies and Omissions

Occasionally there may be information on our website that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve

the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information on the website or any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information on the website or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the website or on any related website should be taken to indicate that all information on the website or on any related website has been modified or updated.

Sales of Services

If you are not a consumer, you confirm that you have authority to bind any organisation on whose behalf you use our site to purchase services or products. We reserve the right, but are not obligated, to limit the sales of our services or products to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any services that we offer. We reserve the right to discontinue any service at any time. In accordance with other clauses included in these terms, we make no express or implied warranty, representation or undertaking and assume no responsibility concerning the quality, nature, or fitness for the purpose of the services or products. We do not warrant that the quality of any services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the products or services will be corrected, unless as required by law.

All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these terms. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. Prices for our services are subject to change without notice. We reserve the right at any time to modify or discontinue our services on our website (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third party for any modification, price change, suspension, or discontinuance of such.

Refunds

We conform to Irish and EU laws and regulations for the purposes of whether or not to accept returns. We deal with cases as they happen on an individual basis. We encourage you to contact us as soon as possible after delivery should you discover a fault or defect in the services or products.

Social Media Platforms

Communication, engagement, and actions taken through external social media platforms that we participate on are custom to the terms as well as the data protection and privacy policies and notices held with each social media platform respectively. You are advised to use social media platforms wisely and communicate/engage upon them with due care and caution regarding your own privacy and personal details. We will never ask for personal or sensitive information through social media platforms and

encourage you when wishing to discuss sensitive details to contact us through primary communication channels such as by telephone or email.

Data Protection, Privacy and Security

Your rights to data protection and privacy, including security over data, are very important to us. We treat personal data obtained using this website as private and are committed to providing you with secure access to our online service. This website processes information from you as per our [Privacy Statement](#). When you, amongst other actions, visit our website, enquire about services or products, or send e-mails to us, you understand that subsequent data processing will be done as detailed in our [Privacy Statement](#).

Governing Law and Disputes

This website is hosted, controlled, and operated from the Republic of Ireland and therefore governed by Irish law, subject to the terms of Public International Law. In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, the Irish law will apply, and the appropriate courts of the Republic of Ireland will have jurisdiction.

Variation Of These Terms & Conditions

We reserve the right to make changes to this website, these terms, and the other information contained in this website at any time and without notice. Please refer to these terms when you visit the website as they may change from time to time.

Severability

If any provision of these terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

Waiver

The failure of us to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision.

Entire Agreement

These terms and any policies or operating rules posted by us on this website or in respect to our website constitute the entire agreement and understanding between you and us and govern your use of the website, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these terms). Any ambiguities in the interpretation of these terms shall not be construed against the drafting party.

Contact Information

Contact information published on this website is published for the purpose of users or prospective users contacting us about services or products offered to them. This information should not be considered as made manifestly public for the purposes of general marketing contact.

You may contact us by e-mail at the following address: info@polybargroup.com