

Terms of Use

This page (together with the documents referred to on it) advises you of the terms upon which you may make use of our website www.deltadistributors.co.uk ("our Site"). Please read these Terms of Use carefully before you start to use the Site as they will apply to your use of our Site. By using our Site, you accept these Terms of Use together with our Privacy Policy and our Cookies Policy and you are agreeing to abide by them. If you do not agree to them, please refrain from using our Site. Your use of this Site and any dispute arising out of such use of the Site is subject to the law of England.

This document is only available in English.

Our business is supply of high quality auto electrical parts for the commercial and general vehicle aftermarkets on a strictly trade-only basis. We do not supply direct to retail users. Our products are supplied to the aftermarket through a network of nationwide retailers.

The following constitutes a legal agreement between a visitor to our Site ("you") and us with respect to our website service, the terms of which are set out below. By continuing to use the Site you represent that you have read, understood and agree to be bound by this Agreement. If you do not agree to (or cannot comply with) any of the below terms and conditions, please do not continue to access the Site.

We may revise these Terms of Use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we may make as such changes are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our Site.

Other Applicable Terms

These terms of use refer to the following additional terms, which also apply to your use of our Site:

Our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

Our Cookie Policy which sets out information about the cookies on our Site.

1. Information About Us

1. www.deltadistributors.co.uk is a website owned by DELTA DISTRIBUTORS ("we", "us", "our"), a private company. We are registered in England at U10 Win Business Park, Canal Quay, Newry, Co. Down, BT35 6PH, Northern Ireland.

2. Registering with Our Site

1. If you are a distributor, manufacturer or other commercial organisation and are interested in opening an account with us please call us on +44 (0) 28 3026 7555 or use our online form to be found on our Registration page. When you register with our Site, you confirm that you accept these Terms of Use and agree to our Privacy Policy.
2. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
3. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
4. If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at sales@deltadistributors.co.uk

3. Your Access of Our Site

1. Access to our Site is permitted on a temporary basis. We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted and we reserve the right to withdraw or amend the service we provide on our Site without notice (see below). We will not be liable if for any reason our Site is unavailable at any time or for any period.
2. From time to time, we may restrict access to some parts of our Site, or to our entire Site.
3. You and we are independent contractors, and no agency, partnership, joint venture or employee-employer relationship between you and us is intended or created.
4. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
5. The information contained in this Site is for general information purposes only. Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete, up-to-date or suitable for your purposes. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. It shall be your own responsibility to ensure that any products, services or information available through this Site meet your specific requirements.

4. Products on Our Site

1. You can order but not pay for any products you see on our Site and all purchases you wish to make can be made solely on our Terms of Business. Payment is to be made to us, delivery affected and all other matters determined in accordance with our Terms of Business.
2. Our prices are exclusive of VAT and delivery charges, which will be added to the total amount due before completion of your order.
3. All prices are provisional and are subject to alteration upwards or downward without notice according to our price or prices ruling at the date of invoice.
4. Our Site contains a large number of products and it is possible that, despite our best efforts, some of the products listed on our Site may be incorrectly priced. We will normally verify prices

as part of our order confirmation procedures, so that where a product's price is incorrect, we will charge the correct price when invoicing you.

5. The price to be paid by you for any products will be as quoted on our Site except in cases of obvious error. We are under no obligation to provide the product to you at an incorrect (lower) price, even after we have sent you an invoice.
6. We cannot accept responsibility in any circumstances whatsoever for errors arising from orders placed through our Site or by telephone unless such errors are notified to us within three (3) days of delivery of the relevant order or, in the case of shortages or non-delivery, in accordance with the timeframes specified in the "Non-Delivery" section set out in our Terms of Business.

5. Communications via the Website

Where you are given the facility to enter information on to, or communicate via, the Site you agree to use the Site for lawful and civil purposes only and that you will not (nor allow others) to post or transmit any material which is offensive, racist, abusive, indecent, defamatory, obscene or menacing.

6. Our Right to Vary These Terms and Conditions

1. We have the right to revise and amend these Terms and Conditions from time to time, for example, to reflect changes in market conditions affecting our business, changes in technology, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
2. You will be subject to the policies and Terms and Conditions in force at the time that you request any Information from us, unless any change to those policies or these Terms and Conditions is required to be made by law or governmental authority, or if we notify you of the change to those policies or these Terms and Conditions (in which case we have the right to assume that you have accepted the change to the Terms and Conditions).

7. Your Agreements

YOU AGREE that:

1. we shall be entitled to withdraw any information from our Site if the Information is inaccurately described on the Site or where obvious errors have been made;
2. whilst we will utilise anti-virus protections, it is your obligation to ensure that any use you make of our Site is free of any virus, Trojan horse, worm or any other items of a destructive nature. You will not hold us responsible for any damages that result from you accessing the Site (including any software or systems you use to access the Site).
3. you will not attempt or permit or encourage others to attempt to copy or make use of any intellectual property appearing on our Site for any commercial use or in any manner which would constitute an infringement of our copyright.
4. variation in computer, browser and operation will create differences in visual layout and usability of the Site. We have given due care and attention to minimising these differences, but cannot be held responsible for specific operational differences.

8. System Requirements

The computer, internet access and system operated by you and your ability to use the same may

affect your ability to use our Site. You acknowledge and agree that any system requirements necessary to preview, and /or view any Information from our Site are your responsibility.

9. Misuse of the Site

1. We reserve the right to suspend or terminate your access to the Site or parts of it if at our sole discretion we believe you are in breach of any provision of this Agreement. If your access has been suspended or terminated you will not be permitted to re access the Site without our prior consent.
2. You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.
3. You will only use the Site for the purposes referred to in this Agreement and not access the Site or use information gathered from it to send unsolicited e-mails.

10. Indemnity

You agree to indemnify and hold harmless us, our directors, employees and consultants from and against any and all claims, losses, demands, causes of action and judgments (including solicitors' or attorneys' fees and court costs) arising from or concerning any breach by you of this Agreement and/or these Terms and Conditions for your use of the Site and you agree to reimburse us on demand for any losses, costs or expenses we incur as a result thereof.

11. Assignment

1. You may not transfer or otherwise deal with your rights and/or obligations under these Terms and Conditions.
2. We may sub-contract, transfer or otherwise deal with our rights and/or obligations under these Terms and Conditions in whole or in part.

12. Limitation of Our Liability

1. Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
2. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Site or any content on it, whether express or implied.
3. We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- + use of, or inability to use, our Site;
- + use of or reliance on any content displayed on our Site;

- + loss of profits, sales, business, or revenue;
 - + business interruption;
 - + loss of anticipated savings;
 - + loss of data;
 - + loss of goodwill;
 - + wasted management or office time;
 - + loss of business opportunity, goodwill or reputation;
 - + any indirect or consequential loss or damage; or
 - + for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.
4. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any website linked to it.

13. Information About You and Your Visits to Our Site

1. We process information about you in accordance with our [Privacy Policy](#). By using our Site, you consent to such processing and you agree to ensure that any data you provide to us (such as the contact details you provide on registration) is true and accurate.

14. General

1. We have the right to withdraw any online resource, written materials or service and to remove all reference to the same from the Site for any reason without notice to you and you agree that we will not be responsible for any loss, damage or cost as a result of such withdrawal.
2. The information we may provide to you on the Site is not to be taken as giving you any advice and you must not rely on it as being such. It is always possible that despite our best efforts some of the information on our Site may be incorrect. We shall not be responsible to you for damages or otherwise in respect of any error made in any online resource or written materials.
3. We shall not be liable to you for the failure of any equipment, data processing system or transmission link and will not be liable to you as a result of any down-time which may occur upon the Site.
4. The Site is provided "as is" and you acknowledge that despite our reasonable endeavours the Site may contain bugs, errors and other problems (including, but not by way of limitation) infection by viruses (despite anti-virus protections which may be incorporated) or anything else which may cause contamination or destruction of any sort that may cause system failures. You are therefore recommended to put in place all appropriate safeguards before downloading information from this Site. Notwithstanding, we will use all reasonable endeavours to correct any errors and omissions as quickly as practicable after being notified by e-mail to sales@deltadistributors.co.uk.
5. We shall not be responsible to you for damages or otherwise in respect of any error made in Information on the Site.
6. We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently the Site (or any part thereof) without notice to you and without any liability to you or to any third party.

7. Links to third party websites on the Site are provided solely for your convenience. If you use these links, you leave the Site. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk. We will not be liable for any loss or damage that may arise from your use of them.
8. It is the responsibility of all third parties on this Site to ensure that any content submitted by them for inclusion on the Site complies with applicable laws and regulations and we shall not be responsible for or liable to any extent for any error or inaccuracy which may appear in such content.
9. You may link to our 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. We reserve the right to withdraw linking permission without notice.

15. Intellectual Property Rights

1. All intellectual property content on the Site including, without limitation, the design of the Site, its layout, look, appearance, trademarks, button icons, text, logos, graphics, images and all software and source code connected with the Site is owned by us or licensed to us and is protected by International Copyright laws. Your use of them is governed by this Agreement, certain end-user licence agreements, and applicable law.
2. You will infringe our rights if you copy or reproduce any part of the Site save for:
 1. a temporary copy of any part of the Site which is automatically made or retained by your browser as you browse the Site; or
 2. you printing out any pages from the Site as a record of any Information you have requested or obtained from it; or
 3. you printing out a copy of these Terms and Conditions which we would request you to do; or
 4. your own personal use provided that:
 1. no documents or related graphics on the Site are modified in any way;
 2. no graphics on the Site are used separately from the corresponding text; and
 3. the Company's copyright and trade mark notices and this permission notice appear in all copies. Other than for the above three exceptions you must not copy the intellectual property in question for any purpose.
 3. For the purposes of this Clause 16 "copy" and "copying" shall include non-literal copying as well as the copying of the structure and form of the Site and any elements within it.
 4. All trademarks reproduced on this Site, which are not the property of, or licensed to us, are acknowledged on the Site.

16. Disclaimers

1. To the extent that in a particular circumstance any disclaimer or limitation on damages or liability set out in this Agreement is prohibited by any law which is applicable, then, instead of the provisions hereof in such particular circumstance, we shall be entitled to the maximum disclaimers and/or limitations on damages and liability available at law or in equity by such applicable law and in no event shall such damages or liability exceed ten pounds (£10).

2. While we endeavour to ensure that the Site content is correct, we do not warrant the accuracy and completeness of any information on the Site. Commentary and information is not intended to amount to advice and you should not rely on it without seeking independent professional advice to meet your requirements or circumstances. We may make changes to the Site content at any time without notice. The Site content may be out of date, and we make no commitment to update such material.
3. We will exercise reasonable skill and care in providing the Site and some Site content may be provided by third parties. We do not guarantee or accept any responsibility for the accuracy, completeness, currency or reliability of any Site content from whatever source. We accept no liability and we do not assume any duty of care to you in respect of any loss you may suffer as a result of your reliance upon any Site content.
4. You understand and agree that your use of the Site is at your own sole risk. The Site is provided "as is" and without warranty by us, and, to the maximum extent allowed by applicable law, we expressly disclaim all warranties, express or implied including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, and any warranty of non-infringement. We do not warrant, guarantee, or make any representations regarding the use or the results of the use of the Site with respect to performance, accuracy, reliability, security capability or otherwise. You will not hold us responsible for any direct, indirect or consequential loss or special damages (including without limitation loss of business, opportunity, data, profits) that result from you accessing (including any software or systems you use to access) the website service or using the Site including, but not limited to, infection by virus, damage to any computer, software or systems or portable devices you use to access the same. No oral or written information or advice given by any person shall create a warranty or a representation from us.
5. We make no warranty that any particular device or software you use will be compatible with this Site. It is your sole responsibility to ensure that your system(s) will function correctly with this Site.
6. Under no circumstances shall we be liable for any unauthorised use of the Site or the Information on it.
7. Under no circumstances shall we be liable to you for any direct, indirect, consequential, incidental or special damages arising out of your use of or inability to use the Site, even if we have been advised of the possibility of such damages.

17. Third Party Rights

This Agreement is only for the benefit of you and us and no other person can claim a benefit from this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 which Act shall not apply to this Agreement.

18. Law and Legal Notices

This Agreement and any other terms or documents referred to herein represent your entire agreement with us with respect to your use of this Site. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. English Law governs this Agreement and your use of the Site, and you expressly agree that the English courts shall have exclusive jurisdiction over any claim or dispute between us or relating in any way to your account or your use of this Site.

19. Acknowledgements

You acknowledge that we may change the terms of this Agreement by posting a new Agreement on the Site. You acknowledge that it is your responsibility to check the Site regularly to ascertain if changes have been made and your continued use of the Site after such a change will constitute your acceptance of the changes.

You acknowledge that you have read, understood and agree to be bound by the Terms and Conditions of this Agreement and by our Privacy and Cookies Policy both of which are available from our website www.deltadistributors.co.uk

Privacy Policy

This Privacy Policy (the "Policy") has been prepared to meet the requirements of the UK's Data Protection Legislation and The Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011, (the "Acts"). It relates to the collection, protection, disclosure and use of personal data of our customers and individuals who visit www.deltadistributors.co.uk (our "site").

We are committed to safeguarding the privacy of our customers and website visitors. This Policy sets out how we will treat any personal information we obtain from you and it is intended to help you understand how we deal with it and how you may remove it. By providing your personal information to us, you agree that we may collect and use the personal information you provide in the ways described in this Policy, our Website Terms of Use and our Cookie Policy. If you do not agree with the terms of this Policy, please do not provide any personal details to us. Nothing in this Privacy Policy shall limit your statutory rights in relation to your personal data.

In this Privacy Policy "Data Protection Legislation" means (i) until 25 May 2018 the Data Protection Act 1998, (ii) after 25 May 2018 the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the GDPR or the Data Protection Act 1998.

All other definitions used in this Privacy Policy shall have the same meanings as provided in our Website Terms of Use.

This Privacy Policy was last updated on 25th May 2018.

1. Who Will Hold Your Information?

1. Your information will be held by Delta Distributors ("**Delta Distributors**" or "**we**"). We are registered in U10 Win Business Park, Canal Quay, Newry, BT35 6PH, Northern Ireland. For the purposes of the Data Protection Act 1998 (the "Act"), the data controller is Delta Distributors

2. What Information do We Collect?

1. We may receive personal contact details from you, such as name, address, contact telephone numbers, email addresses and other personal information when you:

1. register as a customer or to have the ability to purchase our products;
2. subscribe to receive our email newsletters and other updates, promotions and offers which may be sent to you by post or electronic means (including email and SMS);
3. fill in a form;
4. complete any surveys we ask you to complete for research purposes (although you will never be obliged to respond to them);
5. correspond with us by telephone, post, email or directly through our site;
6. respond to our direct marketing activities;
7. report a problem with our site.

2. If we work with other businesses or use sub-contractors these parties may collect personal data about you which they will share with us. For example, we may receive details of your credit history from credit reference agencies.

3. When you visit our site, we collect information about your computer and browsing actions by the use of cookies.

4. If you contact us by telephone or in writing, we may keep a record of that correspondence or phone call.

5. We may monitor or record communications with us in which you take part:

1. to assist us with the development of our services;
2. to train our staff;
3. if so requested by order of the Court, regulatory body or law enforcement organisation.

6. With regard to each of your visits to our site, we may automatically collect the following:

1. technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform;

2. information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our site (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.

7. By providing any personal information to us, you fully understand that the transfer, collection and processing of such personal information shall be contained in accordance with this Privacy Policy. Such transfer, collection and processing will comply with the terms of this Policy.

3. What do We do with Your Information?

1. We may use your information for a number of purposes, which are outlined below:

1. In connection with the provision of products or services to you:

1. To administer and maintain our records;
2. To improve our site to ensure that our service continues to be the most appropriate service for your needs and that content from our site is presented in the most effective manner for you and your computer;
3. To allow you to participate in any interactive services on our site, when you choose to do so;
4. To help us in our efforts to keep our site safe and secure;
5. To administer and process your registration, if you choose to register with our site;
6. To verify your identity and to respond to any query that you may raise with us; and
7. To fulfil any contractual obligations we have with you.

2. We reserve the right to send customers and registered users of our site email communications from time to time regarding updates and changes to our services and any technical, administrative and legal notices important to our site which we consider essential.

3. We may share personal data with third party companies and organisations contracted to us to help supply, maintain or facilitate our site or our services. These third parties may include (without limitation) IT support teams.

2. Marketing:

1. Subject to paragraph 3.2.2 below, we will add your details to our marketing database if:

- you have registered an account with us and have consented during the sign up process that you are happy to receive marketing communications.
- you have made an enquiry about our products or services and have consented that you are happy to receive marketing communications;
- you have told a third party that you would like them to pass us your contact details so that we can send you updates about our products and services;

2. In respect of individuals who have made enquiries and purchases prior to 25th May 2018, we may rely on a legitimate interest as our lawful basis for processing your personal data for marketing purposes, on the basis that you are an established customer, that we are processing only non-sensitive personal data for these purposes and that you have a ready means to opt out of receiving marketing communications. After 25th May 2018, although we may determine that we have a legitimate interest in processing personal data for these purposes, we will generally rely on your freely given and specific consent for processing your data for marketing purposes for new accounts.

3. Subject to paragraph 3.2.2, we may use your data we have collected to provide you with information about our products or services, offers and promotions which may be of interest to you and we may contact you about these by post or telephone. We may also use your data to contact you for market research purposes. We will contact you by electronic means (including email and SMS) only if you have consented to this.

4. We may ask you to indicate your marketing preferences when you first register as a Customer and/or an account on our site. You can check and update your current marketing preferences at any time by calling or emailing us.

5. You can ask us to only send you marketing communications by particular methods (for example, you may be happy to receive emails from us but not telephone calls) or you may ask us not to

send you any marketing communications at all. You can check and update your current marketing preferences at any time by calling or emailing us.

6. If you do not want us to use your data in this way, or wish us to send marketing communications only by a particular method, please email us at sales@deltadistributors.co.uk.

3. Other purposes:

1. Your information may be used by us for the purpose of research and statistical analysis and internal customer service monitoring. Please note that we may anonymise your personal data or use it for statistical purposes. We keep anonymised and statistical data indefinitely but we take care to ensure that such data can no longer identify or be connected to any individual. Our legitimate interest for processing data in this way is to define types of customers for our products / services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy;
2. We may disclose information about you to any of our employees, officers, agents, suppliers or sub-contractors insofar as reasonably necessary for the purposes as set out in this Privacy Policy;
3. We may disclose your personal data to third parties if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our Website Terms of Use and other agreements; or to protect our rights, property, or safety or that of our users, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection.
4. We may disclose your personal data in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets and their advisers. If our company or substantially all of its assets are sold, your personal data will be passed on to the new owners.
5. We may employ the services of other parties for dealing with various matters in connection with our site and the services provided on our site. The providers of such services may have access to your personal data.

The period of use of the personal data supplied by you will not be longer than we deem necessary.

4. Keeping Information up to Date and Secure

1. If any of the information that you have provided to us changes, for example if you change your email address or other contact details, please update your account details on the 'My Account' page of the website or email us at sales@deltadistributors.co.uk. If you wish to unsubscribe or deregister with us, please email us at sales@deltadistributors.co.uk or alternatively use the unsubscribe link via any marketing email sent to you.
2. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. You must not share your password with anyone.

5. Where We Store Your Data

1. We take every care to ensure that your personal data is kept secure.

2. All information you provide to us is stored on our secure servers. We have in place a level of security appropriate to the nature of the data and the harm that might result from a breach of security. Unfortunately, the transmission of information via the Internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.
3. The data that we collect from you may be transferred to a destination outside the European Economic Area ("EEA"), where it will be stored by us or by one of our suppliers. It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure adequate security for your personal data.
6. How long we keep your personal data

1. We only keep your personal data for as long as we actually need it.

7. Cookies

1. Our website uses cookies to distinguish you from other users of our site. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site. By continuing to browse the site, you are agreeing to our use of cookies. For detailed information on the cookies we use and the purposes for which we use them, see our Cookie Policy.

8. Your Rights to know what personal data we hold and to control how we use it

1. You have a legal right to know what personal data we hold about you - this is called the right of subject access. You can exercise this right by sending us a written request at any time. Please mark your letter "Subject Access Request" and send it to us at Delta Distributors U10 Win Business Park, Canal Quay BT35 6PH, Newry, Northern Ireland or by email to sales@deltadistributors.co.uk. We will respond to you detailing the personal data we hold for you within 30 days of the date of your request.
2. You also have rights to:
 - prevent your personal data being used for marketing purposes (see section 3.2 for further details);
 - have personal data blocked or deleted or any inaccurate personal data corrected;
 - object to decisions being made about you by automated means;
 - object to our using of your personal data in ways that are likely to cause you damage or distress;
 - restrict our use of your personal data;
 - require that we provide you, or anyone that you nominate, with a copy of any personal data you have given us in a structured electronic form such as a CSV file within 30 days of the date of your request.
3. You can find full details of your personal data rights on the Information Commissioner's Office website at www.ico.org.uk.

9. Automated decision making and profiling

1. We do not make use of automated decision making or profiling.

10. Third-Party Websites

1. Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

11. Your Consent and Changes to this Policy

1. By submitting your information you consent to the use of that information as set out in this Policy. We review and update this Policy from time to time. This may be to reflect a change in the products or services we offer or to our internal procedures or it may be to reflect a change in law. If we change our Privacy Policy, we will post the changes on this page and may place notices on other pages of the website, so that you may be aware of the changes. You should check this page occasionally to ensure you are happy with any changes we make.

12. How you can make a complaint

1. If you are unhappy with the way we have used your personal data please contact us to discuss this using the contact details set out in paragraph 13 below.
2. You are also entitled to make a complaint to the Information Commissioner's Office which you can do by visiting www.ico.org.uk. Whilst you are not required to do so, we encourage you to contact us directly to discuss any concerns that you may have and to allow us an opportunity to address these before you contact the Information Commissioner's Office.

13. Contact Details

1. If you would like to contact us with any queries or comments regarding our Privacy Policy, please send an email using this sales@deltadistributors.co.uk or write to: Delta Distributors, U10 Win Business Park, Canal Quay, BT35 6PH, Newry, Northern Ireland.

Cookie Policy

This is our Cookie Policy. It explains what "cookies" are and how our site uses cookies and other tracking technologies to improve our site and to deliver a better, and more personalised, service. Our Cookie Policy applies to all users of www.deltadistributors.co.uk

1. What is a Cookie?

1. Cookies are small text files that are sent by a website to a web browser, and stored by the browser. This enables the website to identify and track the web browser. Cookies can, among other functions, enable a website to recognise a device each time it visits, remember user preferences and recommend content.
2. Cookies in themselves do not identify the individual user, but rather the computer used. However, some cookies will contain personal information such as a username.
3. We may use both session cookies and persistent cookies on the site:
 1. Session cookies will be used to keep track of you whilst you navigate the website and will be deleted from your computer when you close your browser.
 4. Persistent cookies will be used to enable our website to recognise you when you visit and will remain stored on your computer until deleted, or until they reach a specified expiry date. This allows us to collect information about your browsing habits whilst on our Site, and this can be useful in assisting us to monitor and improve our services.
 5. We do not store sensitive information such as account numbers or passwords in “persistent” cookies, and cookies in themselves, do not contain enough information to identify you. You will only become personally identifiable in relation to your browsing habits after you have formally provided us with your personal data. However, if you select “remember me” on login so that you do not have to enter your login details every time, your login details are stored in the cookie.
 6. In addition to using cookies, we might also use GIFs and other web tools, such as Google Analytics, to collect information about your browsing activities whilst on our Site. In this respect the information that is provided is similar to the information supplied by cookies, and we use it for the same purposes.
 7. The site also uses cookies from third parties.
 8. Any information that we acquire about you using cookies, GIFs, or other web tools is subject to the same restrictions and conditions as any other information we collect about you, as outlined in our Privacy Policy.

2. What Sort of Cookies are there?

There are four general categories of cookies:

1. Strictly necessary cookies

These cookies are essential to the functioning of a site, enabling you to move around the site and allowing the site to provide the services that you ask for. For example, a strictly necessary cookie might be used to log into secure areas of a site or to recognise the region you are in, thereby allowing the site operator to tailor the site accordingly.

Strictly necessary cookies do not gather any information that could be used for marketing purposes and they do not retain information beyond the end of your visit.

This website will:

1. Remember what is in your shopping basket
2. Remember where you are in the order process
3. Remember that you are logged in and that your session is secure. You need to be logged in to complete an order.

2. Analytical/performance cookies

These cookies collect information about how visitors use a website. They allow the site operator to recognise and count the number of visitors and to see how visitors move around the site when they are using it. This helps the site operator to improve the way the website works, for example, by ensuring that users are finding what they are looking for easily.

All information collected by these cookies is aggregated and therefore cannot be used to identify individual visitors. The information is only used to improve how a website works.

3. Functionality cookies

These cookies allow a website to remember choices that a user makes and provide enhanced, more personalised features. For example, such cookies enable you to stay signed into the website and recognise you when you arrive. The information these cookies collect may be anonymised and they cannot track browsing activity on other websites.

This website will track the pages you visit via Google Analytics. This is a web analytics service provided by Google enabling us to recognise repeat visitors to the site. By matching an anonymous, randomly generated identifier, we're able to record specific browsing information such as how you arrive at the site, the pages you view, options you select, and the path you take through the site. By monitoring this information we're able to make improvements to our website.

Google also reserve the rights to the data collected.

4. Targeting Cookies

These cookies record users' visits to a website, the pages they have visited and the links they have followed. They are also used to ensure that users are presented with adverts which are relevant to their interests, to limit the number of times a particular advert is displayed and to help measure the effectiveness of an advertising campaign.

This website will not share any personal information with third parties.

3. Third-Party Cookies

1. Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be performance cookies or targeting cookies.

4. Can You Block Cookies?

1. Most browsers automatically accept cookies, but you can usually change your browser settings to limit or prevent cookies. For more information about how to disable cookies in your browser please visit the About cookies website. Please note if you share the use of a computer, accepting or rejecting the use of cookies will affect all users of that computer.
2. You have the ability to accept or decline cookies by modifying the settings in your browser or by not clicking the "OK" button on the box that appears on the first page you see on our Site.
3. You also have the ability to delete cookies that have been installed in the cookie folder of your browser and should search for "cookies" in your "Help" function for information on where to find your cookie folder.
4. You can find out how to opt out of being tracked by Google Analytics by visiting [here](#).
5. Unless you have adjusted your browser settings so that it will refuse cookies, our system will issue cookies as soon as you visit our site.

If you set your browser to not accept cookies, it may result in certain sections of our site not working properly and certain personalised services not being provided to users of your computer.

Terms of Business

May 2018

Delta Distributors ("**Company**", "**we**", "**us**", "**our**"), is a company incorporated in Northern Ireland with its registered office at U10 Win Business Park, Canal Quay, BT35 6PH, Newry.

1. Interpretation

1. In these terms of business (the "**Terms of Business**") the following words have the following meanings:
 - "**Business Day**" a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
 - "**Contract**" the contract between the Company and the Customer for the sale and purchase of the goods in accordance with these Terms of Business.
 - "**goods**" the goods, or any part of them, set out in the order.
 - "**order**" the Customer's order for the goods as notified to the Company by telephone, in writing or by website enquiry, as the case may be, and as set out in the dispatch notice.
2. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
3. A reference to writing or written includes faxes, emails and website orders.

2. Orders

1. All orders are accepted and goods supplied only on the basis of these Terms of Business. No employee or agent of the Company has authority to accept orders on any other basis. By placing an order with us, whether or not by reference to our catalogue or website, a customer ("**Customer**", "**you**") (a) offers to buy our goods on the terms of business set out hereunder and (b) waives any conditions or stipulations in, or made at the time of, the order (or in its own

standard documentation) which imposes or seeks to impose its own conditions or terms of purchase insofar as these are at variance with these Terms of Business, whatever the Customer's intention may be. These Terms of Business of sale are exhaustive and no other terms shall be implied or introduced herein unless in writing signed by the party against whom they are to be enforced.

2. The Company reserves the right to accept or refuse orders and also to cancel or suspend delivery of any uncompleted order.
3. The Company may accept the whole or part of an order.
4. The Customer's order, or any part of it, shall only be deemed to be accepted when the Company issues a written acceptance confirming the details of the order, or any part of it, usually sent at the time of dispatch, at which point a binding contract shall come into existence.
5. All orders or part orders which remain unaccepted or unfulfilled for any reason after 120 days from the order date may be cancelled.
6. The Customer is responsible for ensuring that the contents of the Customer's order are complete and accurate and the Company shall have no liability for any errors contained in the Customer's order.

3. Descriptions

1. All descriptive specifications, drawings and particulars of performance and dimensions are approximate only.
2. The descriptions, drawings and photographs contained in the Company's catalogue, on the Company's website, price lists and other marketing or advertising matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract.
3. The Company reserves the right to modify without notice the designs and specifications for and the materials used in its products.
4. Prepacked goods are only supplied in the quantities listed per pack or box.
5. Cancellation of orders cannot be accepted if the work has already begun, or if the goods have already been dispatched.

4. Part Numbers and Packs

Our part number refers to the complete pack as offered and not to a single unit. If part numbers and descriptions conflict on an order we take the part number as correct.

5. Ordering by Telephone

We regret that under no circumstances can we accept any responsibility whatever for errors arising from orders placed by telephone unless such errors are notified to the Company within 3 (three) days of delivery of the relevant order or, in the case of shortages or non-delivery, in accordance with the timeframes specified in the "**Non-Delivery**" section below.

6. Prices

1. All prices included in the Company's quotations are provisional and are subject to alteration upwards or downward without notice according to the Company's price or prices applying at the date of invoice.
2. Prices are exclusive of V.A.T. unless expressly stated to be V.A.T. inclusive.

3. The Company may invoice the Customer for the goods on or at any time after the dispatch of the goods.

7. Settlement Terms

1. The Customer shall pay the invoice in full and in cleared funds within 30 days from the invoice date. We reserve the right to suspend delivery of any outstanding or future order if the Customer's account is overdue.
2. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

8. Returns and Handling Charges

1. Goods correctly dispatched against a Customer's order may not be returned without the consent of the Company.
2. The Company reserves the right not to accept goods returned for credit. However, if goods returned are accepted for credit, a 10% handling charge will be made.
3. Goods returned to us for any reason must be sent carriage paid.
4. We only accept returns of goods within 30 days from invoice date.

9. Packing and Dispatch

1. Details of delivery charges are as shown in our current price list and for Customer's placing orders using the Company's website, at the point of placing an order. These charges will apply unless an alternative amount is included in your invoice.
2. Delivery to more than one address can only be made as separate orders and delivery charges will be made on each order if values are less than our carriage paid minimum. If we are required to dispatch part of an order separately from the rest of the order, then that part will be treated as a separate order and a delivery charge will be made.

10. Delivery

1. Any time quoted for dispatch is calculated from the latter of the date (i) the Company confirms its acceptance of an order, and (ii) all necessary information is provided to the Company to enable it to put the work in hand in order to fulfil the Customer's order.
2. The Company will use its reasonable endeavours to dispatch on the date requested but will accept no liability for failure to do so for whatever reason.
3. The time for delivery shall not be of the essence.
4. Delivery shall be completed on the goods' arrival at the delivery location set out in the order or such other location as the parties may have agreed in writing.
5. The Company may deliver the goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract.

11. Damage in Transit

The Company will (at its option) repair or replace free of charge, goods damaged in transit, provided that the Company and the Carrier receives the requisite written notification of such damage within three days of receipt of the goods. Unless such notification is received by the Company and the Carrier within that period the Company and the Carrier shall be under no liability for damage in transit. The Customer is advised in his own interest to inspect the goods immediately on arrival. The packaging and contents should be retained and provided to the Company or the Carrier (at the Company's option) for inspection.

12. Non-Delivery

1. In the case of non-delivery, notice in writing must be received by the Company within 21 (twenty one) days of invoice date. In the case of claims for shortages, all claims must be received in writing by the Company within three days of receipt of the goods. No claim can be entertained unless, the terms of this clause 12.1 are complied with.
2. The Company shall not be liable for any delay in delivery of the goods that is caused by a force majeure event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the goods.

13. Intellectual Property in the Goods

1. In the event of any claim being made or action being brought against the Customer in respect of the infringement of a third party's Intellectual Property Rights by the manufacture or sale of goods supplied to the Customer by the Company, the Customer shall make no admissions in respect thereof but shall notify the Company immediately, and the Company shall be at liberty with the Customer's assistance if required, but at the Company's expense, to conduct all negotiations for the settlement of the same or any litigation that may arise therefrom, subject to such notification and providing that no such goods, or any part thereof shall be used for any purpose other than that for which they were supplied to the Customer, the Company will indemnify the Customer in respect of such claims.
2. In these Terms of Business, "**Intellectual Property Rights**" patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

14. Warranty

1. The Company warrants that on delivery, and for a period of 12 (twelve) months from the date of delivery (or such period as stated by the Company in connection with specific goods), the goods

shall be free from any material defect in workmanship and materials and shall correspond with any agreed specification but the Company's liabilities under this warranty shall be limited to (at its option) repairing or replacing any defective goods or, if the Company considers that a repair or replacement is not practicable, refunding such goods.

2. The Company's liability under this warranty is also conditional upon:
 - a) Written notice of the defect being given to the Company within 14 (fourteen) days after discovery of the same; and
 - b) The goods having been properly stored, installed and used, in accordance with any operating instructions supplied with the goods, by the Customer prior to the defect occurring; and
 - c) The goods not having been subjected to any abnormal or improper use or storage or alteration, repair or modification;
 - d) The defect in the goods not having been the result of fair wear and tear, wilful damage, negligence or abnormal working conditions; and
 - e) The goods having been returned at the Company's request but at the Customer's expense for inspection.
3. The Company is not liable or responsible for any lost data from data storage devices.
4. If the Company is liable under the warranty set out in this clause 15, the Company shall, at its option, repair or replace the defective goods (in which case the warranty will only extend to the end of the warranty on the originally supplied goods) or refund the defective goods in full.
5. These Terms of Business shall apply to any repaired or replacement goods supplied by the Company.

15. Limitation of Liability

1. Nothing in these Terms of Business shall limit or exclude the Company's liability for: **a)** death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); **b)** fraud or fraudulent misrepresentation; **c)** breach of the terms implied by section 12 of the Sale of Goods Act 1979; **d)** defective products under the Consumer Protection Act 1987; or **e)** any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
2. Subject to clause 16.1 above:
 - a) The Company shall not in any way be liable or responsible for any indirect or consequential loss, damage, claim or liability of any kind whatsoever and howsoever arising under or in connection with a Contract or in respect of goods supplied by the Company, whether in contract, tort (including negligence), breach of statutory duty, or otherwise; and
 - b) The Customer agrees that the Company's total liability to the Customer in respect of any other loss, damage, claim or liability arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances ever exceed twice the original invoice value of the goods in respect of which the loss, damage, claim or liability arises.
 - c) The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

16. Data Protection & Marketing Communications

1. The Company undertakes to comply with the Data Protection Legislation and any replacement legislation from time to time in force, to the fullest extent necessary.
2. Personally identifiable information (name, email, billing/delivery address) will be retained under the Data Protection Legislation for the purposes of fulfilling a Customer's order.

3. In this clause, "**Data Protection Legislation**" means (i) until 25 May 2018 the Data Protection Act 1998, (ii) after 25 May 2018 the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (iii) any successor legislation to the GDPR or the Data Protection Act 1998.
4. The Company's privacy policy contains further information about processing of personal data, and the Customer must consider it carefully. In particular (without limitation) the privacy policy contains information about the Company's use of personal data for marketing purposes. The privacy policy can be accessed on the Company's website www.deltadistributors.co.uk.

17. Customer's Risk

Goods shall be entirely at the Customer's risk as from date of delivery to the address stated in the delivery instructions.

18. Passing of Title

Title to the goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

19. Contracts (Rights of Third Parties) Act 1999

Unless expressly agreed between the Company and the Customer, nothing in these Terms of Business shall be enforceable by any person who is not party to them.

20. Assignment and other dealings

1. The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
2. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.

21. Entire agreement

1. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

22. Variation

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

23. Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24. Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

25. Notices

1. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.
2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 26.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
3. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

26. Governing law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

27. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.