

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE STARTING TO USE THIS WEBSITE. WE RECOMMEND YOU PRINT A COPY FOR FUTURE REFERENCE.

TERMS AND CONDITIONS OF USE

Your use of this website and the documents, files and other information available through it is subject to the following terms and conditions, as amended by us from time to time by amending this page and also to our [Privacy Policy](#), [Cookie Policy](#) and [Content Policy](#).

By using our website you are confirming that you accept these terms and that you agree to comply with them. **If you do not agree to these terms and conditions of use, you must not use this website.**

All electronic links to any part of this site require our consent. Please email requests to report@premiercore.com. Where consent is not obtained we reserve the right to remove any link at any time. (Please also refer to clause 1.19.)

1 GENERAL

1.1 This website is provided by Premier Components U.K. Limited, a company incorporated in England and Wales (company number 03577119), whose registered office is at Unit 701 Meon Vale Business Park, Stratford-Upon-Avon, Warwickshire, CV37 8QR ("**Premier**"). Our VAT number is GB 696 0345 13. Our email address is report@premiercore.com.

1.2 References on this website and in these terms and conditions to:

1.2.1 "Premier" or "we" or "our" or "us" shall mean Premier Components U.K. Limited and/or its affiliated undertakings; and

1.2.2 "you" or "your" shall mean the user of this website. If you are accessing or using this website in your capacity as an employee, director, officer, partner or agent of a corporate or unincorporated entity "you" and "your" shall refer to you and such entity and you represent that you are authorised to accept these terms and conditions on behalf of such entity and agree to be personally bound by these terms and conditions and you are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions and that they comply with them.

1.3 Whilst we endeavour to ensure that content on the website is accurate at the date of publication, no warranties or representations are given as to its accuracy, completeness, reliability, suitability or quality. Content may subsequently be superseded and we give no guarantees that content will be updated after the date of publication. As such, we accept no responsibility for the accuracy, completeness, reliability, suitability or quality of any content on the website and to the fullest extent permissible by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it (whether express or implied) and all liability (save in respect of death or personal injury caused by negligence and for fraud) for any loss or damage caused by using or relying upon the content appearing on this website. In particular, we will not be liable to you or any third party for any indirect or consequential loss or damage including any financial loss, loss of profit, revenue or business, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation.

1.4 We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access is permitted on a temporary basis and we may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

- 1.5 We are the owner or the licensee of all intellectual property rights in this website and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. The design and layout of this website are protected by copyright, database right, design rights and other similar laws and may not be copied or imitated in whole or in part.
- 1.6 The trade marks, logos and trade names displayed on the website ("Marks") are the property of Premier or other third parties. You are not permitted to download, copy, modify or use the Marks without our prior written consent or the consent of such third party who may own the Marks. (See also clause **Error! Reference source not found.** on Trade Marks.)
- 1.7 We and our suppliers own the intellectual property rights in the software that runs this website. Save to the extent expressly permitted by applicable laws, you must not copy, modify, download, distribute, decipher, de-compile, interfere with or attempt to interfere with that software without our prior written consent.
- 1.8 We cannot guarantee that this website and its document delivery system will operate in accordance with your expectations or will be error free. If you are aware of any error on this website please contact us by email at report@premiercore.com and we will endeavour to correct it.
- 1.9 We make no claims that any material contained on the website can be lawfully viewed or downloaded outside of the United Kingdom. Access to materials may not be legal by certain persons or in certain countries. If you are accessing the website from outside the United Kingdom you do so at your own risk and are responsible for compliance with laws in your jurisdiction.
- 1.10 It is our policy to virus check documents and files before they are posted on this website. However, we cannot guarantee that documents or files downloaded from this website will be free from viruses. Accordingly, for your own protection, you must use virus-checking software when using this website. We exclude to the fullest extent permitted by law, all liability (save in respect of death or personal injury caused by negligence and for fraud) in connection with (a) any damage or loss caused by errors, computer viruses, other malicious code or harmful components originating or contracted from the website or from any third party websites linked to this website and (b) any interruptions in your access to the website.
- 1.11 Whenever you make use of a feature that allows you to upload or post content to our website you must comply with our Content Policy.
- 1.12 You hereby acknowledge and agree that you are solely responsible for the form, content and accuracy of any documents, files, comments and other information that you post on the website and that you will indemnify us for any breach of this clause. This means that you will be responsible for any loss or damage we suffer as a result of anything you upload or post to our website that does not comply with these terms. We reserve the right to remove material from this website that infringes these rules. We have the right to disclose your identity and other relevant information to law enforcement authorities as we consider necessary. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded to our website by you constitutes a violation of their intellectual property rights or of their right to privacy. Your right to use this website will cease immediately if you breach any of the provisions of this clause. Any content you post or upload to our website will be considered non-confidential and non-proprietary and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.
- 1.13 You must not post or provide to us via this website, any document or file which you believe may contain a virus. You must virus check any document or file which you intend to post or provide to us via this website. You must not misuse our website by knowingly introducing computer viruses, other malicious code or harmful components. You must not attempt to gain

unauthorized access to our website. You must not attack our site via a denial-of-service attack or a distributed denial-of-service attack. By breaching this clause 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 website will cease immediately and you will indemnify us for any breach, which means that you will be responsible for any loss or damage we suffer as a result of you not complying with this clause.

- 1.14 We do not monitor or edit documents, files or commentary posted or provided to us by other persons for posting on this website and accordingly we do not accept any responsibility for their content or for any damage or loss you may suffer. The views expressed by other users on our website do not represent our views or values.
- 1.15 Whenever you make use of a feature that allows you to make contact with other users of our website, our Content Policy and the following terms and conditions will apply:
 - 1.15.1 We will provide clear information to you about the kind of service offered, whether it is moderated and what form of moderation is used (including whether it is human or technical).
 - 1.15.2 We will do our best to assess any possible risks for users (and, in particular, for children) from third parties when they use the service and we will decide whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate the service and (whether or not the service is moderated) we expressly exclude our liability for any loss or damage arising from the use of the service by a user in contravention of our content standards or any other provisions in these terms and conditions.
 - 1.15.3 The use of the service by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about safety online, because moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.
 - 1.15.4 Where we do moderate the service, we will usually provide you with a means of contacting the moderator in the event of concern or difficulty.
 - 1.15.5 The use by you of the service is subject to the contents standards in clause 1.11.
 - 1.15.6 You must not disclose to any third party the identity of, or any other personal information relating to, any other user.
- 1.16 If you decide to access any third party websites linked to this website, you do this entirely at your own risk and we will not be liable for any loss or damage that may arise from your use of them. We provide these links merely for convenience and the inclusion of such links does not imply that we endorse or accept any responsibility for, or have any control over, the content or use of such websites. You may be subject to the terms of use applicable to such third party sites.
- 1.17 If you would like to link to this website, you may only do so with our prior written consent which may be requested by email to report@premiercore.com and subject to the following terms and conditions:
 - 1.17.1 you must not replicate this website;

- 1.17.2 you may only link to this website in a way that is fair and does not damage our reputation or take advantage of it;
 - 1.17.3 you must not remove, distort or otherwise alter the size or appearance of the Premier logo;
 - 1.17.4 you must not create a frame or any other browser or border environment around this website;
 - 1.17.5 you must not create a link to any part of this website other than the homepage: www.premiercore.com;
 - 1.17.6 you must not in any way imply that Premier is endorsing any products or services other than its own;
 - 1.17.7 you must not misrepresent your relationship with Premier nor present any other false information about Premier;
 - 1.17.8 you must not use or display on your website any trademarks or logos or any trading name of Premier without express prior written permission from us (and by accepting these terms you acknowledge that all rights in such trademarks, logos and trading names in all parts of the world are vested in Premier);
 - 1.17.9 you must not link from a website that is not owned by you;
 - 1.17.10 your website must comply in all respects with our Content Policy and not contain any content that would be precluded under the contents standards set out in clause 1.11 and must not in any other way be indecent or inappropriate or incompatible with our reputation; and
 - 1.17.11 you will comply with any direction that we may give in relation to the link to this website and/or to the use or display of our trading names, trade marks and logos.
- 1.18 We expressly reserve the right to revoke our consent for you to link to our website at any time at our discretion and without notice and to direct you to remove from your website any links to this website, our trading names, trademarks and logos and, if any provisions of clause 1.17 have been breached, to take any action we deem appropriate against you.
- 1.19 You shall fully indemnify and any of our group companies for breach of clause 1.17. This means that you will be responsible for any loss or damage we suffer as a result of your breach of clause 1.17.
- 1.20 By accessing this website, you agree that you will access its contents solely for your own use. You may print out a single hard copy of any part of the content of this website for your use in accordance with these terms and conditions of use. You must not modify the copies of any materials on this website in any way and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any text. Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged. You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our website in breach of these terms and conditions of use your right to use this website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 1.21 Except as expressly permitted by clause 1.20 and as may be required in order to link to our website with our prior written consent in accordance with clause 1.17, you may not (except to the extent required in order to use this website in accordance with these terms and

conditions) copy, store in any medium (including in any other website), distribute, transmit, re-transmit, broadcast, modify, delete or show in public any part of this website or systematically extract material from this website or any document available through it, create any derivative works from it or in any other way exploit commercially all or any part of this website or any document available through it without our prior written consent.

- 1.22 We reserve the right to vary or amend these terms and conditions from time to time. Any changes shall take effect upon posting to this website.
- 1.23 Any dispute arising between you and us in relation to this website shall be governed by English law.
- 1.24 If you are a consumer, please note that you and we both agree that the courts of England and Wales will have non-exclusive jurisdiction for the purposes of any such dispute. However, if you are resident in Northern Ireland you may also bring proceedings in Northern Ireland and if you are resident in Scotland you may also bring proceedings in Scotland.
- 1.25 If you are a business, we both agree to the exclusive jurisdiction of the courts of England and Wales for the purposes of any such dispute.
- 1.26 If any of these terms and conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect:
 - 1.26.1 the legality, validity or enforceability in that jurisdiction of any other term or condition, which shall continue to have full force and effect ; or
 - 1.26.2 the legality, validity or enforceability in other jurisdictions of that or any other term or condition, which shall continue to have full force and effect.
- 1.27 A person who is not a party to these terms and conditions may not enforce any of them under the Contracts (Rights of Third Parties) Act 1999.
- 1.28 No waiver of any of these terms and conditions shall be valid unless provided in writing by us.
- 1.29 If you are accessing this website in the course of a business the express provisions of these terms and conditions are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

2 SUPPLY OF GOODS

If you purchase goods from our website, our Terms and Conditions of Sale (a copy of which can be located [here](#)) will apply to those purchases.

3 RESTRICTED AREAS

- 3.1 We provide a variety of services to clients and third parties online which are accessible only with a username and password ("**Restricted Areas**"). These services include the 'End of Life Vehicle Parts Partnership' ("**ELVPP**") system provided by us to enable our partners to quickly and efficiently identify goods required by us and offer to sell the same to us, via the ELVPP.
- 3.2 Access to the Restricted Areas is restricted to authorised persons. If you believe you have been granted access to any document or file by mistake, please leave the Restricted Area immediately and contact us by email at report@premiercore.com as soon as possible. Please also contact us by email at report@premiercore.com if we have notified you that you are permitted to access a Restricted Area but you are unable to obtain access to it.

- 3.3 The Restricted Areas should only be accessed using a computer linked to a secure network environment.
- 3.4 You must not allow any other person to use your username, password or other login details and must treat such information as confidential and must not disclose it to any third party. If you believe or suspect that someone else knows your login details you must contact us at report@premiercore.com as soon as possible.
- 3.5 In the case of certain Restricted Areas we will supply you with temporary login details which must be changed on your first accessing the Restricted Area. The login details should be at least 8 characters in length and contain alpha and numeric characters. You should not choose details that may be easily identifiable by others. Login details should be changed regularly and not less than once every 6 weeks.
- 3.6 We reserve the right to remove you from the authorised list of users for any Restricted Area of this website at any time and to disable any user identification code or password.
- 3.7 We cannot guarantee that unauthorised people will not be able to access confidential information hosted on or downloaded from this website.
- 3.8 You shall not obtain or attempt to obtain unauthorised access to a Restricted Area or to a Restricted Area other than that which has been identified as being available to you through the logins and passwords notified to you or to any other area of our computer system or network; nor will you attempt to evade our authentication or security procedures nor assist, encourage or permit any other person to do any of the above things.
- 3.9 You should be aware that some of the documents, files and other information may contain personal data subject to applicable data protection legislation. You must not use that data contrary to such legislation. To the extent that your jurisdiction does not have in force data protection legislation at least as stringent as that applying in England from time to time you undertake to treat such personal data as if it were subject to the legislation applying in England from time to time to the extent it is more stringent.
- 3.10 We shall not be liable for any losses you suffer as a result of unauthorised access to your account until such time as you have informed us of unauthorised use or possible unauthorised use of your login details or of a breach of security at report@premiercore.com.
- 3.11 Subject to clause 3.10, we shall not be liable for any loss or damage whatsoever resulting from your use of a Restricted Area other than in accordance with these terms and conditions including, but without limitation, any special, consequential or indirect loss, any loss of profit or goodwill, any loss of data or for any business or economic loss arising out of the use of or the inability to use a Restricted Area. We do not charge you any separate fee for access to and use of the Restricted Areas. On this basis you agree that these terms and conditions, and in particular the limits on our liability and obligations, are fair and reasonable.
- 3.12 If you are accessing a Restricted Area to use the services available through it otherwise than in the course of your business, you have certain statutory rights as a consumer regarding the performance of services. These statutory rights will not be affected by any statement contained in these terms and conditions.
- 3.13 You may not print any part of the content of the Restricted Areas.

4 CONTACT

For general enquiries or complaints relating to our website, please email us at report@premiercore.com or call us on 01789 722908.