



# Terms of Website Use

## **Purpose of policy**

The Terms of Website Use policy sets out the rules and conditions that govern access to and use of our website. It informs users of their rights and responsibilities, outlines acceptable and prohibited behaviours, and provides legal protection for the website owner. By using the site, users agree to comply with these terms, which are designed to ensure the website operates securely, fairly, and lawfully for all parties.



IFS Template Reference: 1553318 Revision: 1

Name of Policy	Terms of Website Use
Lowara Site	50 Broomhill Close, Tallaght, Dublin 24, D24 APP8, Ireland
Applicable Policies	<a href="#">Lowara Distribution Ireland Privacy Policy</a> <a href="#">Lowara Distribution Ireland Cookie Policy</a>
Last Updated	23/06/2025

## Lowara Distribution Ireland Terms of Website Use

Tricel (Baldonnell) Ltd, trading as Lowara Distribution Ireland (hereinafter referred to as “Lowara Distribution Ireland” or “the Company”), is a company registered in Ireland under registration number IE497442, with its registered office at 50 Broomhill Close, Tallaght, Dublin 24, D24 APP8, Ireland.

Please read carefully our Terms of Website Use. If you would like any further information please don't hesitate to contact us. Effective Date : 30/06/2025

Welcome to Lowara Distribution Ireland (“we”, “us”, or “our”). These Terms of Website Use (the “Terms”) govern your access to and use of <https://lowaradistribution.ie> (the “Website”). By accessing or using the Website, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, please do not use our Website.

By using the Website, you confirm that you accept these Terms and that you agree to comply with them.

These Terms & Conditions of Use and any additional terms posted on this Site together constitute the entire agreement between Lowara Distribution Ireland and you with respect to your use of this Site. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim of action arises. If for any reason a court of competent jurisdiction finds any provision of the Terms & Conditions of Use, or portion thereof, to be unenforceable,

that provision shall be enforced to the maximum extent permissible so as to affect the intent of this agreement, and the remainder of these Terms & Conditions of Use shall continue in full force and effect. These Terms & conditions of Use shall be governed by and construed in accordance with the laws of Ireland.

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

- 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. We are committed to safeguarding the privacy of our users while providing a personalised and valuable service. This Privacy Policy statement explains the data processing practices of Lowara Distribution Ireland. If you have any requests concerning your personal information or any queries with regard to these practices, please refer to the Full [Privacy Policy](#).
- Our [Terms and Conditions of Supply](#), which sets out the Terms on which you may purchase products from our company or on our website
- Our [Cookies Policy](#), which sets out information about the cookies on our site.

## 1. Your right to use the site and its contents

This site is for your personal use only. You may not distribute, exchange, modify, sell or transmit anything you copy from this Site, including but not limited to any text, images, audio and video, for any business, commercial or public purposes. As long as you comply with the terms of these Terms & Conditions of Use, Lowara Distribution Ireland grants you a non-exclusive, non-transferable limited right to enter and use this Site. You agree not to interrupt or attempt to interrupt the operation of this Site in any way.

## 2. Changes to the Terms

Lowara Distribution Ireland may add to, change or remove any part of these Terms & Conditions of Use at any time, without notice. Any changes to these Terms

Conditions of Use or any terms posted on this Site apply as soon as they are posted. By continuing to use this Site after any changes are posted, you are indicating your acceptance of those changes. Lowara Distribution Ireland may add, change, discontinue, remove or suspend any other Content posted on this Site, including features and specifications of products and/or services described or depicted on the Site, temporarily or permanently, at any time, without notice and without liability.

### 3. Intellectual Property Rights

All materials on this Site, including but not limited to text, training, images, video, software and applications (known hereafter as the 'Content'), are protected by copyright under Ireland copyright law, international conventions, and other copyright laws. You cannot use the Content, except as specified herein. You agree to follow all instructions on this Site limiting the way you may use the Content. Any unauthorised use of the Content may violate copyright laws, the laws of privacy and publicity, and civil and criminal statutes. If you download any Content from this Site, you may not remove any copyright notices or other notices that go with it and must reference the source page of the content wherever it is published.

### 4. Indemnification

You agree to indemnify, defend and hold Lowara Distribution Ireland and all of its directors, employees, associates, information providers (collectively, "Indemnified Parties") harmless from and against all liability and costs incurred by the Indemnified Parties in connection with any claims arising out of any breach by you of these Terms & Conditions of Use or the foregoing representations, warranties and covenants. You will cooperate as fully as reasonably required in Lowara Distribution Ireland's defense of any claim. Lowara Distribution Ireland reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of Lowara Distribution Ireland.

## 5. Disclaimer of warranties and damages: limitation of liability

This site (including all content and functions made available on or accessed through this site) is provided “as is” and “as available” basis. To the fullest extent permissible by law, with regard to the content on this site, Lowara Distribution Ireland makes no representations or warranties of any kind whatsoever (1) for the accuracy, merchantability, fitness for a particular purpose or non-infringement of any content published on or available through the site, (2) that the server that makes this site available is free of viruses or other components that may infect, harm or cause damage to your computer equipment or any property when you access, browse, download from or otherwise use the site.

Under no circumstances, including but not limited to Lowara Distribution Ireland negligence, shall Lowara Distribution Ireland be liable for any consequential, direct, incidental, indirect, punitive or special damages related to (a) the use of, (b) the inability to use or (c) errors or omissions in the contents and functions of this site, even if Lowara Distribution Ireland or an authorised representative thereof has been advised of the possibility of such damages including, without limitation any liability for:

- loss of income or revenue;
- loss of business;
- loss of profits or contracts;
- loss of anticipated savings;
- loss of data;
- loss of goodwill;
- wasted management or office time; and
- 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.

## 6. No reliance on information

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site. 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 or up-to-date. Nothing on our site amounts to or should be treated as a contractual offer.

## 7. Linking to Our Website

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. You must not establish a link to our site on any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the homepage.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in Clause 13 of our Acceptable Use Policy. If you wish to make any use of content on our site other than that set out above, please contact [watersales@trichel.ie](mailto:watersales@trichel.ie)

## 8. Acceptable Use Policy

### **Prohibited uses**

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.

- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material, which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

**You also agree:**

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.
- Not to access without authority, interfere with, damage or disrupt
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

## 9. Personal Information

Personal information is collected by Lowara Distribution Ireland. We collect personal information from you using enquiries and registration forms and every time you e-mail us your details. We also collect information automatically about your visit to our site. The information obtained in this way, which includes demographic data and browsing patterns, is only used in aggregate form.

## 10. Use and disclosure of personal information

The use of your personal Data is covered by our Privacy Policy. We process personal information collected via the Lowara Distribution Ireland site for the purposes of:

- providing a personalised service
- conducting market research surveys
- running competitions
- providing you with information about relevant products and services we offer.

If you do not wish to receive information about our products or services, please untick the appropriate box on any form you submit. We may also disclose your information to business partners and third-party suppliers we engage to provide services which involve processing data on our behalf, successors in title to our business or in accordance with a properly executed court order.

We also use information in aggregate form (so that no individual user is identified):

- to build up marketing profiles
- to aid strategic development
- to manage our relationship with advertisers
- to audit usage of the site.

## 11. Google Translate Disclaimer

Translation of pages on [trichel.ie](http://trichel.ie) is performed by Google Translate, a third party service which Lowara Distribution Ireland has no control over. The service provides automated computer translations that are only an approximation of the websites' original content. This tool is for your convenience only. The translations should not be considered exact and in some cases may include incorrect or offensive language. Lowara Distribution Ireland does not warrant the accuracy, reliability or timeliness of any information translated by this system and will not accept liability for loss incurred as a result. In addition, some applications, files or items cannot be translated including graphs, photos or portable document formats (pdfs).



## 12. Use of Cookies

A cookie is a small piece of data that is sent to your browser from a web server and stored on your computer's hard drive. A cookie cannot read data off your hard disk or read cookie files created by other sites. Cookies do not damage your system. Our Cookie Policy ([insert link](#)) is available online for your information.

## 13. Governing Law

These Terms and any dispute arising out of or in connection with these Terms or the legal relationship established by them shall be governed by, and construed in accordance with, the laws of Ireland, excluding any conflicts or choice of law rule or principle that might otherwise refer to the substantive law of another jurisdiction. The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute which may arise out of or in connection with these Terms or the legal relationship established by them.

## 14. Contact us

To contact us, please email [sales@ldireland.ie](mailto:sales@ldireland.ie)

Thank you for visiting our site.