

TERMS & CONDITIONS OF SALE

Effective Date: 5 August 2026

These Terms & Conditions of Sale ("Terms") govern all purchases made through this website ("Website") operated by:

SafetyNet Americas Ltd

Company Number: 17366592

20 Wenlock Road

London N1 7GU

England

By placing an order through this Website, you agree to be bound by these Terms.

1. Definitions

For the purposes of these Terms:

- **Company** means SafetyNet Americas Ltd.
- **Customer** means any individual or legal entity purchasing Products or Services.
- **Products** include digital products, software, databases, templates, procedures, e-books, documents, downloadable files, and physical products where offered.
- **Services** include online training, e-learning, consultancy, subscriptions, and other services made available through the Website.
- **Website** means www.safetynet-usa.com and any associated domains operated by the Company.

2. Scope

These Terms apply to every quotation, order, sale, licence and agreement between the Company and the Customer unless expressly agreed otherwise in writing.

The Customer's own purchasing conditions shall not apply unless expressly accepted by the Company.

3. Eligibility

Orders may only be placed by persons legally capable of entering into binding contracts.

If purchasing on behalf of an organisation, the purchaser confirms they have authority to bind that organisation.

4. Products and Services

The Company may offer:

- E-learning courses
- Online examinations
- Digital certificates
- Downloadable procedures
- Safety manuals
- Audit checklists
- Software
- Excel tools
- Databases
- E-books
- Compliance templates
- Safety documentation
- Physical safety products (where applicable)
- Subscription services

Descriptions are provided for general information and may be updated without notice.

5. Order Acceptance

An order constitutes an offer by the Customer.

The Company reserves the right to accept or reject any order at its sole discretion.

Acceptance occurs only when payment has been successfully processed (unless otherwise agreed) and an order confirmation has been issued.

6. Pricing

Prices are displayed in the applicable currency.

Unless stated otherwise:

- taxes,
- import duties,
- customs charges,

- local sales taxes,
- VAT,
- GST or similar taxes

are the responsibility of the Customer.

The Company may change prices at any time prior to acceptance of an order.

7. Payment

Accepted payment methods are displayed during checkout.

Payment must be successfully completed before access to digital Products or Services is granted unless alternative payment arrangements have been agreed.

Failure of payment authorisation automatically cancels the order.

8. Digital Delivery

Digital Products are normally delivered electronically through:

- customer accounts;
- secure download links;
- email;
- online learning portals.

Delivery is deemed complete once access has been made available.

The Customer is responsible for maintaining valid email addresses and internet access.

9. Physical Deliveries

Where physical Products are sold:

Delivery times are estimates only.

Risk passes to the Customer upon delivery to the shipping carrier or, where required by law, upon receipt by the Customer.

Shipping delays caused by customs, transport providers or governmental authorities are outside the Company's control.

10. Licence

Unless expressly stated otherwise, all digital Products are licensed, not sold.

The licence granted is:

- non-exclusive;
- non-transferable;
- revocable;
- limited to the purchasing Customer.

No ownership rights are transferred.

11. Licence Restrictions

The Customer shall not:

- reproduce Products;
- copy training material;
- distribute files;
- upload Products to file-sharing platforms;
- sublicense Products;
- modify software;
- reverse engineer software;
- extract databases;
- share login credentials;
- permit unauthorised access.

12. User Accounts

Customers are responsible for:

- safeguarding passwords;
- restricting access;
- ensuring account security.

Accounts may not be shared unless expressly authorised.

The Company may suspend accounts where misuse is suspected.

13. E-learning Courses

Course durations are estimates only.

Completion depends upon the learner's own progress.

The Company does not guarantee successful completion or examination results.

14. Certificates

Certificates may only be issued after successful completion of all applicable course requirements.

A certificate confirms successful completion of the Company's training programme only.

It does not constitute:

- a professional licence;
- regulatory approval;
- legal authorisation;
- governmental certification;
- evidence of practical competence.

Employers remain responsible for determining competence and ensuring compliance with applicable legislation.

15. Software

Software is supplied "as is".

Although reasonable efforts are made to ensure functionality, the Company does not warrant uninterrupted operation or compatibility with every device or operating system.

Customers remain responsible for independently verifying software results.

16. Regulatory Information

Products may refer to international regulations including, but not limited to:

- OSHA
- DOT
- PHMSA
- EPA
- ADR
- RID
- ADN
- IMDG Code
- ICAO Technical Instructions
- IATA Dangerous Goods Regulations

- ISO
- NFPA
- UN Recommendations

Legislation changes regularly.

Customers must always verify information against the latest official publications.

17. Intellectual Property

All intellectual property rights remain the exclusive property of the Company or its licensors.

Nothing in these Terms transfers ownership.

18. Refund Policy

Because many Products consist of immediately accessible digital content, refunds may be restricted where permitted by applicable law.

No refund will normally be provided after:

- course access has been activated;
- downloads have commenced;
- software licences have been issued;
- digital files have been delivered.

Nothing in this clause limits mandatory consumer rights under applicable law.

19. Subscriptions

Subscriptions automatically renew unless cancelled before the next billing date, where applicable.

Subscription fees are non-refundable once a new billing period has commenced, except where required by applicable law.

The Company may modify subscription features with reasonable notice.

20. Availability

The Company may modify, suspend or discontinue Products or Services without liability, provided that existing contractual obligations are honoured where required by law.

21. Warranty Disclaimer

To the fullest extent permitted by law, Products and Services are provided "as is" and "as available".

The Company disclaims all implied warranties, including warranties of merchantability, fitness for a particular purpose and non-infringement.

22. Limitation of Liability

To the fullest extent permitted by applicable law, the aggregate liability of the Company arising out of or in connection with any order shall not exceed the amount actually paid by the Customer for the relevant Product or Service giving rise to the claim.

The Company shall not be liable for any indirect, incidental, consequential, exemplary or punitive damages, including but not limited to:

- loss of profits;
- loss of revenue;
- business interruption;
- loss of contracts;
- loss of goodwill;
- reputational damage;
- loss of anticipated savings;
- data loss;
- regulatory fines imposed on the Customer;
- third-party claims arising from the Customer's use of Products or Services.

Nothing in these Terms excludes liability that cannot lawfully be excluded, including liability for fraud, fraudulent misrepresentation or any liability that applicable law prohibits from being limited.

23. Indemnification

The Customer agrees to indemnify and hold harmless the Company against all claims, losses, damages, costs and expenses arising from:

- misuse of Products or Services;
- violation of these Terms;
- unlawful use;
- infringement of third-party rights.

24. Export Compliance

Customers are responsible for ensuring that Products may legally be imported, exported or used within their jurisdiction.

The Company may refuse transactions where export control or sanctions laws apply.

25. Force Majeure

The Company shall not be liable for delays or failures caused by events beyond its reasonable control, including natural disasters, war, cyberattacks, pandemics, governmental actions, labour disputes or interruptions to internet or telecommunications services.

26. Privacy

Personal information shall be processed in accordance with the Company's Privacy Policy and Cookie Policy.

27. Governing Law

These Terms shall be governed by and construed in accordance with the laws of England and Wales.

28. Jurisdiction

Subject to mandatory consumer protection laws applicable in the Customer's country of residence, the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or relating to these Terms.

29. Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions shall remain valid and enforceable.

30. Entire Agreement

These Terms, together with the Website Terms of Use, Privacy Policy, Cookie Policy and any licence agreements expressly incorporated by reference, constitute the entire agreement between the Company and the Customer regarding the sale of Products and Services.

31. Contact

Questions regarding these Terms may be submitted using the contact details published on the Website.

