



Sell online - Terms and Conditions

These terms and conditions ("Terms") govern the users ("you" or "your") use of the website ("Website") and your relationship with us (refer to the page "Contact us" for all company details). Please read them carefully as they affect your rights and liabilities under law. If you do not agree to these Terms, please do not access nor use the Website. If you have any queries regarding these Terms then please contact us.

1. Agreement - Amendments

By using the Website you agree to be bound by these Terms. Your order will be subject to the Terms in force at the date it is accepted. We reserve the right to:

- update these Terms from time to time. It is your responsibility to check them regularly. If you do not wish to accept the new Terms, you should not continue to use the Website. If you continue to use the Website, you agree to be bound by the new Terms;
- modify or withdraw, temporarily or permanently, this Website and the material contained within (or any part) without notice to you and you confirm that we shall not be liable to you for any modification to or withdrawal of the Website or its contents.

2. Registration

You warrant that:

- the personal information which you are required to provide when you register is true, accurate, current and complete in all respects; and
- you are not impersonating any person or entity;

Your personal data will be processed by us in accordance with our Privacy Policy, available on the Website.

3. Protecting Your Security

We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be liable for any loss you may suffer if a third party procures unauthorised access to any data provided by you when accessing or ordering from the Website.

4. Compliance

The Website may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and its use. You agree not to upload or transmit through the Website:

- any computer viruses or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer; and
- any material which is defamatory, offensive or of an obscene character, and/or which would infringe third parties intellectual property rights.

5. Indemnity

You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information.

6. Third Party Links

As a convenience to our customers, the Website may include links to other websites or material which is beyond our control. For your information, we are not responsible for such websites or material nor do we review or endorse these. We will not be liable, whether directly or indirectly, for the privacy practices or content of such websites nor for any damage, loss or offence caused or alleged to be caused in connection with, the use of



or reliance on any such advertising, content, products, materials or services available on such external websites or resources.

7. Orders

An order means herein an on-line request to purchase the items indicated as available for sale in a country, while stocks last (the “Products”). Any orders placed and confirmed by you will be treated as an offer to purchase the Products from us. You are advised to thoroughly verify your order, check the accuracy of the information you provide and make any necessary adjustments before proceeding to the checkout. From placing an order, you will receive successive emails informing of the order tracking at each processing stage. We will electronically confirm receipt of your order within the shortest period of time; and we recommend that you print this page for your records. Your order is valid only once we acknowledge receipt, which shall mean that your order has been recorded for processing. Your order may then be accepted - either partially or totally - or rejected. If your order has been unsuccessful, you will be made aware of the reason why and possible explanations.

8. Delivery time

We will do our utmost to deliver the Products on time, and within a maximum of 30 (thirty) days from your order acceptance, but we cannot be held responsible for any exceptional event causing the slowing down or prevention of a parcel delivery. We will inform you about delivery status in case of a delay and may seek your agreement for a new delivery date, or for a replacement Product with comparable quality and price. In that case only, costs of return related to the exercise of your cancellation right as per Clause 10 shall be borne by us. Your order shall be cancelled and your money refunded in the case you do not wish to postpone the delivery, or refuse the replacement product.

9. Delivery Restrictions

9.1 Products availability. Products assortment may vary from one country to another. Products can only be delivered in countries where they are available for sale. You are therefore invited to check the informative page of a Product. Any claim for a Product which is not available in your country will be regarded as unfounded.

We do not guarantee the availability of Products for sale in a given period until an order is accepted by us. The quantity of Products purchased per order may be limited, as per description on the page or by notification. If the Products ordered are not available, you will be notified by e-mail (or by other means if no e-mail address has been provided) and you will have the option either to wait until the Products are available from stock or to cancel your order.

9.2 No export of Products. Products are sold solely for use and consumption within Europe and are not for export outside of Europe. You understand that the contractual guarantee in Clause 17 is only valid for consumers in Europe unless we have explicitly stated otherwise in writing. You are aware that the Products are not designed to comply with the requirements for sale in any other jurisdiction than the respective markets in which they are sold.

9.3 Intended use. Our Products are not for professional use but for domestic ordinary use. If you intend to use them for business, then you must check that they are suitable. You may also invalidate any warranty if the Products are used for business purposes, particularly the contractual guarantee in Clause 17.

10. Cooling-off period and Cancellation

If you are not satisfied (for any reason whatsoever) with the Products ordered, and have purchased them as a consumer (i.e. for private use as opposed to business use), you may return them not later than 14 (fourteen) days after having informed us about your decision

to withdraw from the purchase transaction (“cancellation notice”). If you do cancel an order pursuant to this clause 10, then:

- you must notify us in writing of your decision to cancel the order within 14 (fourteen) days from receipt of the Products;
- you must retain possession of the Products and ensure that they are kept in the same condition as they were when they were delivered until such time as the Products are either collected by us or delivered back to us.
- we may propose to collect the Products within 14 days from receipt of your cancellation notice. We will charge the cost of collecting the Products and will deduct this from any sum owed by us to you.

A Product is sold as a whole, so that if you have ordered a pack, and you are not satisfied with one or more of the components of the pack, you must still return all elements of the pack in its entirety. We shall be under no obligation to take only part of a pack back and to refund in case of incomplete parcels. Whilst in possession of the Products, you are under a duty to take reasonable care of them. Returns are made at your own expense and parcels are shipped under your sole responsibility. You are therefore advised to package parcels correctly.

- we will refund any monies you have paid to us as soon as possible and within a maximum of 14 (fourteen) days of your cancellation notice. We however reserve the right to postpone refunds until receipt of the returned Products or corresponding shipment evidence.

11. Price

The price may vary from one country to another. The price to be applied shall be that which is in force on the date of acceptance of the order. Prices are quoted net ex-works dispatching place (Incoterms 2010 – ICC); all transportation, insurance and other costs related to the purchase transaction are charged in addition. Prices are inclusive of VAT. If your delivery address is within the country where the order is accepted by us, no additional taxes will be charged to you. If your delivery address is outside the country where the order is accepted by us, you may be subject to import duties and taxes, which are levied once a delivery reaches your destination country. Any such additional charges must be borne by you. You should note that customs policies and practices vary widely from country to country. We recommend that you contact your local customs office for information. Please note that cross border shipments may be subject to opening and inspection by customs authorities. In respect of all Products dispatched to you to an address outside of the country where the order is accepted by us, you are deemed to be the importer of the goods and must therefore comply with all the laws and regulations of the country into which the goods are being delivered.

In the unlikely event that the price shown on the checkout page is wrong, and we discover this before accepting your order, we are not required to sell the Products to you at the price shown.

We always try and ensure that the prices of Products shown on our Website are accurate, but occasionally genuine errors may occur. If we discover an error in the price of the Products that you have ordered we will let you know as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If you cancel your order and you have already paid for the Products, then you will receive a full refund.

12. Payment

You must pay the price when ordering the Products, payment will be debited and cleared from your account before the dispatch of the Products to you. We shall not be under any obligation to proceed with the order and subsequent delivery of any Products until full



payment has been cleared on our bank account. You confirm that the credit or debit card that is being used is yours. All credit/debit cardholders are subject to validation checks and authorization by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorize payment to us we will not be liable to you for any delay or non-delivery.

Gifts are neither guaranteed, nor exchanged and cannot be returned. We allow you to use discount codes strictly on the terms and conditions upon which they were issued which, amongst other things, may include terms relating to your eligibility to use them and a maximum order value. Please familiarize yourself with these terms and conditions before you place an order as we reserve the right to reject or cancel any orders which do not comply with these terms even if your credit or debit card has been charged.

13. Eligibility to Purchase

To be eligible to purchase Products on this Website and lawfully enter into and form contracts on this Website, you must register your real name, address, phone number, e-mail address any other details requested. You acknowledge that PO boxes are not deliverable.

By offering to purchase Products, you represent to us that you are 18 years of age or over and authorize us to transmit your data to obtain information from third parties, including but not limited to, your debit or credit card numbers or credit reports to authenticate your identity, to validate your credit card, to obtain an initial credit card authorisation and to authorize individual purchase transactions.

14. Intellectual Property

The content of the Website is protected by copyright, trademarks, database and other intellectual property rights and you acknowledge that the material and content supplied as part of the Website shall remain with us or our licensors. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website. You are not authorized to use our tradename, trademarks, logos for any reason whatsoever without our prior approval.

If you submit any content while ordering our Products, you automatically grant us (and our affiliates) a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.

You grant us, our sublicensees and our affiliates the right to use the name that you submit in connection with such content. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform at our request all further acts necessary to perfect any of the above rights granted herein, including the execution of deeds and documents. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is submitted to us: 1. The content and material is accurate; 2. Use of the content and material you supply does not breach any of our guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify us, our affiliates and sublicensees for all claims brought by a third party arising out of or in connection with a breach of any of these warranties.

15. Limitation of Liability

Notwithstanding any other provision herein, nothing in these Terms:



- affect or limit your rights as a consumer under applicable law; or
- will exclude or limit our liability for death or personal injury resulting from our negligence.

The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and we make no warranties, whether express or implied, in relation to it and its use. You acknowledge that we cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided to us by you. You must bear the risk associated with the use of the Internet. Whilst we will try to ensure that material included on the Website is correct, reputable and of high quality, we cannot accept responsibility if this is not the case. We will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Website. If we are informed of any inaccuracies in the material on the Website we will attempt to correct this as soon as we reasonably can. In particular, we disclaim all liabilities in connection with the following:

- incompatibility of the Website with any of your equipment, software or telecommunications links;
- technical problems including errors or interruptions of the Website;
- unsuitability, unreliability or inaccuracy of the Website; and
- inadequacy of the Website to meet your requirements.

To the full extent allowed by applicable law, you agree that we will not be liable to you or any third party for any consequential or incidental damages (both of which terms includes, without limitation, pure economic loss, loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Website.

We shall neither be liable for loss, damage, detention, delay, or failure to fill all or any part of an order resulting from causes beyond our control, including, but not limited to, acts of God, fires, strikes, insurrection or riots, acts of war, embargoes, wrecks or delays in transportation, inability to obtain supplies and raw materials, acts of any government authority, including military.

16. Returns

In order to ensure our consumers receive the best level of service we offer a comprehensive returns policy in the unlikely event that you are not 100% satisfied with your purchase.

Please note that the following returns procedure must be followed, and failure to do so may result in us being unable to exchange Products or provide refunds. Also please be aware that we cannot be held responsible and provide refunds or exchanges on Products affected by circumstances beyond our control. This includes damage and neglect after Products are received, Products being stored improperly (i.e.: in climatic conditions such as extremes of temperature that can affect some Products). Should you wish to return a Product please notify us within 48 hours of receipt of your order of any part that is unsatisfactory. In order to arrange a return, please contact us and inform our customer service team of your order number, the Product you are returning, the reason for the return and your preference for a refund or an exchange. We will then reply with details of the address you need to send the Product(s) to. Products returned should be in their original condition and packaging in which they arrived to you. Once received by us, the Products will be checked and refunds on Products and postage arranged where suitable. Refunds or exchanges will only be offered on Products that are faulty (i.e.; not of a satisfactory quality - or not fit for purpose - or not 'as described' subject to material difference), and were clearly so at the time at which they were dispatched. This returns policy in no way affects your statutory rights.



17. Contractual warrantee

We may - or may not - grant a contractual warrantee with the Product, as shown on the page. If so, it is subject to the following conditions: Visible defects (cosmetic and missing parts) must be notified within 15 days from the date of purchase to validly apply the contractual warranty. The warranty applies to products that do not conform to the order or that are defective. Within the guarantee period, the product shall be either repaired or replaced. Liability under a claim shall in no event exceed the price of the product. The warranty is null and void and does not apply should the damage arise from (i) abuse of the product (ii) failure to operate and maintain the product in accordance with the instructions of use (iii) repair, service, alteration or modification of the product by unauthorized third parties (iv) original parts are not used. The warranty is excluded in case of professional use. Proof of the purchase date (ie. invoice, till receipt) and claim report are required to obtain a free warranty service. Service under the guarantee does not affect the expiry date of the warranty and the contractual warranty period does not restart with delivery of a repaired or replacement product. Contractual warrantee, if any, in no way affects your statutory rights.

18. Severance

If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of the Terms.

19. Waiver

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

20. Entire Agreement

These Terms form the entire basis of any agreement reached between you and us.

21. Law and Jurisdiction

Purchase transaction shall be governed by and interpreted under the laws of the country where the order is delivered and all claims shall be settled exclusively by the Courts of that country.

<u>Model withdrawal form:</u>
(complete and return this form only if you wish to withdraw from the contract)
- To [here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:
- I/We [*] hereby give notice that I/We [*] withdraw from my/our [*] contract of sale of the following goods [*/for the provision of the following service [*],
- Ordered on [*/received on [*],
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date
[*] Delete as appropriate.