

LIFEMARQUE LIMITED TERMS OF SUPPLY

1. THESE TERMS

- 1.1. **What these terms cover.** These are the terms and conditions on which we supply products to you.
- 1.2. **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.
- 1.3. **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:
- You are an individual.
 - You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **blue** and those specific to businesses only are in **red**.

- 1.4. **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** We are Lifemarque Limited a company registered and established in England and Wales. Our company registration number is 02531239 and our registered office is at Units 1 & 8 Bacchus House, Calleva Park, Aldermaston, Berkshire, RG7 8EN. Our registered VAT number is 573 0142 67.
- 2.2. **How to contact us.** You can contact us by telephoning our customer service team at +44 (0)118 981 1433 or by writing to us at

customer.services@lifemarque.co.uk and 1 & 8 Bacchus House, Calleva Park, Aldermaston, Berkshire, RG7 8EN, United Kingdom.

- 2.3. **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

- 3.1. **How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2. **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3. **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4. **Minimum age requirements.** We do not accept orders from persons under the age of 16. By placing an order with us, you confirm that you are at least 16 years old.
- 3.5. **We only deliver to the UK and certain other countries.** Our website is primarily for the promotion of our products in the UK but for delivery outside the UK please view our International Delivery policy.

4. OUR PRODUCTS

- 4.1. **Products may vary slightly from their pictures.** The images of the products on our websites are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2. **Product packaging may vary.** The packaging of the product may vary from that shown in images on our website.

5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. **OUR RIGHTS TO MAKE CHANGES**

6.1. **Minor changes to the products.** We may change the product:

- 6.1.1. to reflect changes in relevant laws and regulatory requirements; and
- 6.1.2. to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

7. **PROVIDING THE PRODUCTS**

7.1. **Delivery costs.** The costs of delivery will be as displayed to you on our websites.

7.2. **When we will provide the products.** During the order process we will let you know when we will provide the products to you.

7.3. **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control (including, but not limited to, delivery being delayed as a result of products being inspected by customs) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4. **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

- 7.5. **If you do not re-arrange delivery.** If after a failed delivery to you, you do not re-arrange delivery we may end the contract and clause 10.2 will apply.
- 7.6. **When you become responsible for the products.** A product will be your responsibility from the time we deliver the product to the address you gave us.
- 7.7. **When you own products.** You own a product once we have received payment in full.
- 7.8. **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- 7.8.1. deal with technical problems or make minor technical changes;
 - 7.8.2. update the product to reflect changes in relevant laws and regulatory requirements;
 - 7.8.3. make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.9. **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will not charge you until the product is re-instated. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 4 weeks and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.10. **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 14.4), for example, your payment is declined by your credit card provider or your bank, we may suspend supply of the products until you have paid us the outstanding amounts.

8. YOUR RIGHTS TO END THE CONTRACT

- 8.1. **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, when you decide to end the contract and whether you are a consumer or business customer:
- 8.1.1. **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), **see** clause 12 if you are a consumer and clause 13 if you are a business;

- 8.1.2. **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**
 - 8.1.3. **If you are a consumer and have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any products;
 - 8.1.4. **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 8.7**
- 8.2. **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (8.2.1) to (8.2.5) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:
- 8.2.1. we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 7);
 - 8.2.2. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - 8.2.3. there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - 8.2.4. we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 4 weeks; or
 - 8.2.5. you have a legal right to end the contract because of something we have done wrong.
- 8.3. **Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013).** If you are a consumer then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 8.4. **Our goodwill guarantee for consumers.** Please note, these terms reflect the goodwill guarantee offered by Lifemarque Limited of Units 1 & 8 Bacchus House, Calleva Park, Aldermaston, Berkshire, RG7 8EN to its consumer customers, which is more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed products (see clause 12.1):

Right under the Consumer Contracts Regulations 2013	How our goodwill guarantee is more generous
14 day period to change your mind.	30 day period to change your mind.

8.5. **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of:

8.5.1. products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; and

8.5.2. any products which become mixed inseparably with other items after their delivery.

8.6. **How long do consumers have to change their minds?** If you are a consumer you have 30 days after the day you (or someone you nominate) receives the products, unless your products are split into several deliveries over different days. In this case you have until 30 days after the day you (or someone you nominate) receives the last delivery.

8.7. **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

9. **HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)**

9.1. **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

9.1.1. **Phone or email.** Call customer services on +44 (0)188 981 1433 or email us at customer.services@lifemarque.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

9.1.2. **By post.** Write to Lifemarque Returns Department, 2 The Old Brick Kiln Industrial Estate, Monk Sherborne Road, Ramsdell, Hampshire, RG26 5PR, United Kingdom including details of what you bought, when you ordered or received it and your name and address.

9.2. **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must post them back to us at Lifemarque Returns Department, 2 The Old Brick Kiln Industrial Estate, Monk Sherborne

Road, Ramsdell, Hampshire, RG26 5PR, United Kingdom. If you are a consumer exercising your right to change your mind you must send off the products within 30 days of telling us you wish to end the contract.

9.3. **Returning products from outside of the UK.** If you are returning a product from outside of the UK you will be required to complete a customs declaration form (N22). You will need to attach this form to the outside of your parcel before sending it to us. You agree that if we incur any liability due to your failure to complete the N22 form correctly that you shall reimburse us for all loss, damages, costs and expenses awarded against or incurred by us in connection with such claim.

9.4. **When we will pay the costs of return.** We will pay the costs of return:

9.4.1. if the products are faulty

In the above circumstances, we will refund the full cost of postage (including any customs duties if you are returning a product from outside of the UK) if proof of payment is sent to us with the returned product or the estimated cost of postage if no such proof is supplied. In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

9.5. **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs (if applicable in accordance with clause 9.4), by the method you used for payment. However, we may make deductions from the price, as described below.

9.6. **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind:

9.6.1. We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

9.6.2. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

9.7. **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then:

9.7.1. Your refund will be made within 14 days from the day on which we receive the product back from you. For information about how to return a product to us, see clause 9.2.

10. OUR RIGHTS TO END THE CONTRACT

10.1. **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

10.1.1. you do not make any payment to us when (see section 14.4), for example, your payment is declined by your credit card provider or your bank;

10.2. **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at +44 (0)118 981 1433 or write to them at customer.services@lifemarque.co.uk and 1 & 8 Bacchus House, Calleva Park, Aldermaston, Berkshire, RG7 8EN, United Kingdom.

12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

12.1. If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights. These are subject to certain exceptions. For detailed information about your legal rights, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

12.2. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must post them back to us in accordance with the returns procedure set out in clause 9.2. If you are returning products from outside of the UK, please also follow the process set out in clause 9.3. We will only pay the costs of postage or collection if there is a problem with the product as set out in clause 9.4 above.

13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

- 13.1. If you are a business customer we warrant that on delivery and for the warranty period, any products shall:
 - 13.1.1. conform with their description;
 - 13.1.2. be free from material defects in design, material and workmanship;
 - 13.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 13.1.4. be fit for any purpose held out by us.

- 13.2. Subject to clause 13.3, if:
 - 13.2.1. you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 13.1;
 - 13.2.2. we are given a reasonable opportunity of examining such product; and
 - 13.2.3. you return such product to us at our cost,
we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

- 13.3. We will not be liable for a product's failure to comply with the warranty in clause 13.1 if:
 - 13.3.1. you make any further use of such product after giving a notice in accordance with clause 13.2.1;
 - 13.3.2. the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;
 - 13.3.3. the defect arises as a result of us following any drawing, design or specification supplied by the Customer;
 - 13.3.4. you alter or repair the product without our written consent; or
 - 13.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

- 13.4. Except as provided in this clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 13.1.

- 13.5. These terms shall apply to any repaired or replacement products supplied by us under clause 13.2.

14. PRICE AND PAYMENT

- 14.1. **Where to find the price for the product.** The price of the product (which includes VAT and any other equivalent sales tax) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the product you order.
- 14.2. **We will pass on changes in the rate of VAT.** If the rate of VAT (or equivalent sales tax) changes between your order date and the date we supply the product, we will adjust the rate of VAT (or equivalent sales tax) that you pay, unless you have already paid for the product in full before the change in the rate of VAT (or equivalent sales tax) takes effect.
- 14.3. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.
- 14.4. **When you must pay and how you must pay.** We accept payment with Mastercard, Maestro, Visa and Paypal. You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.
- 14.5. **Payments via Sagepay.** If you make a payment through Sagepay, such payment is subject to Sagepay's terms and conditions and Sagepay's privacy policy, which can be found on their website www.sagepay.co.uk.
- 14.6. **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 14.7. **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

- 15.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 15.2. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.
- 15.3. **We are not liable for business losses.** If you are a consumer we only supply the products for you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS

- 16.1. Nothing in these terms shall limit or exclude our liability for:
- 16.1.1. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - 16.1.2. fraud or fraudulent misrepresentation;
 - 16.1.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - 16.1.4. defective products under the Consumer Protection Act 1987; or
 - 16.1.5. any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 16.2. Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

16.3. Subject to clause 16.1:

16.3.1. we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

16.3.2. our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

How we will use your personal information. We will only use your personal information as set out in our Privacy Policy.

18. OTHER IMPORTANT TERMS

18.1. **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

18.2. **You need our consent to transfer your rights to someone else** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

18.3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms except as explained in clause 18.2.

18.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.5. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

- 18.6. **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 18.7. **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.