



TERMS AND CONDITIONS OF SALE

OF

ONE TOUCH LASER LTD

1 DEFINITIONS

- 1.1 "Buyer" means the individual or organisation who buys or agrees to buy the Goods and/or Services from the Supplier;
- 1.2 "Consumer" shall have the meaning ascribed in section 12 of the Unfair Contract Terms Act 1977;
- 1.3 "Contract" means the contract between the Supplier and the Buyer for the sale and purchase of Goods and/or Services incorporating these Terms and Conditions;
- 1.4 "Goods" means the articles that the Buyer agrees to buy from the Supplier;
- 1.5 "Services" means the services that the Buyer agrees to buy from the Supplier;
- 1.6 "Supplier" means One Touch Laser Ltd of Lenvale House, East Street, Snodland, Kent ME6 5BA that owns and operates www.onetouchlaser.com
- 1.7 "Terms and Conditions" means the terms and conditions of sale set out in this agreement and any special terms and conditions agreed in writing by the Supplier;
- 1.8 "Website" means www.onetouchlaser.com

2 CONDITIONS

- 2.1 Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a Consumer.
- 2.2 These Terms and Conditions shall apply to all contracts for the sale of Goods and/or Services by the Supplier to the Buyer and shall prevail over any other documentation or communication from the Buyer.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Terms and Conditions.
- 2.4 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.
- 2.5 Any special conditions applying to the provision of the Services are set out in the Schedule to this agreement.
- 2.6 Any complaints should be addressed to the Supplier's address stated in clause 1.6. Complaints may also be forwarded by email to: sales@onetouchlaser.com

ONE TOUCH LASER LTD

LENVALE HOUSE | EAST STREET | SNODLAND | KENT | ME6 5BA | UNITED KINGDOM
Company number 8029105 VAT number GB 134 1182 49

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3 ORDERING

- 3.1 All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services pursuant to these Terms and Conditions and are subject to acceptance by the Supplier. The Supplier may choose not to accept an order for any reason.
- 3.2 Where the Goods ordered by the Buyer are not available from stock the Buyer shall be notified and given the option to either wait until the Goods are available from stock or cancel the order and receive a full refund within 28 days.
- 3.3 When making an order through the Website, the technical steps the Buyer needs to take to complete the order process are described on the website: www.onetouchlaser.com

4 PRICE AND PAYMENT

- 4.1 The price of the Goods and/or Services shall be that stipulated on the Website or will be supplied by estimate.
- 4.2 The total purchase price, including VAT and delivery charges, if any, will be displayed in the Buyer's shopping cart prior to confirming the order on the website. The total purchase price will be shown on the estimate and invoice supplied upon acceptance of the estimate.
- 4.3 After the order is received the Supplier shall confirm by email the details, description and price for the Goods and/or Services together with information on the right to cancel if the Buyer is a Consumer.
- 4.4 Payment of the price plus VAT and delivery charges, if applicable, must be made by online payment for website orders. For orders on account an invoice will be issued on standard 30 day terms unless otherwise advised.
- 4.5 Where applicable, if any payment is not paid on time or any payment is rejected or refused, the amount owing will be treated as overdue and the Supplier will be entitled immediately to cease or suspend the provision of any Service or further deliveries of Goods until payment has been received.
- 4.6 Where applicable, the Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of Bank of England from time to time in force.

5 PERFORMANCE OF SERVICES

- 5.1 The Supplier shall begin to perform the Services as agreed.
- 5.2 The Supplier shall perform the Services with reasonable skill and care. However, where applicable, the Supplier does not guarantee that the Services will be uninterrupted, secure or error-free or that any data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all. The Supplier may have to suspend the Services for repair, maintenance or improvement. If so, the Supplier will restore them as quickly as is reasonably possible.

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- 5.3 The Services are subject to an initial contract period of 12 months and shall continue thereafter on an annual basis unless and until terminated in accordance with clauses 5.4 and 5.5.
- 5.4 Subject to clause 5.3, either party may terminate this agreement (as regards some or all of the Services) at any time for any reason by giving to the other 30 days' written notice, and any payment due remains payable and, if already paid, will be refunded.
- 5.5 The Supplier may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice if the Buyer breaches any term of this agreement, and any payment due remains payable and, if already paid, will be non-refundable.

6 RIGHTS OF SUPPLIER

- 6.1 The Supplier reserves the right to periodically update prices on the Website, which cannot be guaranteed for any period of time. The Supplier shall make every effort to ensure prices are correct at the point at which the Buyer places an order.
- 6.2 The Supplier reserves the right to withdraw any Goods and/or Services from the Website at any time.
- 6.3 The Supplier shall not be liable to anyone for withdrawing any Goods and/or Services from the Website or for refusing to process an order.

7 AGE OF CONSENT

- 7.1 Where Goods and/or Services may only be purchased by persons of a certain age the Buyer will be asked when placing an order to declare that they are of the appropriate legal age to purchase the Goods and/or Services.
- 7.2 If the Supplier discovers that the Buyer is not legally entitled to order certain Goods and/or Services, the Supplier shall be entitled to cancel the order immediately, without notice.

8 DELIVERY

- 8.1 Goods supplied within the UK will normally be delivered within 5 working days of acceptance of a website order.
- 8.2 Goods supplied outside the UK will normally be delivered within 4-6 weeks of acceptance of order.
- 8.3 Where a specific delivery date has been agreed, and where this delivery date cannot be met, the Buyer will be notified and given the opportunity to agree a new delivery date.
- 8.4 The Supplier shall use its reasonable endeavours to meet any date agreed for delivery. In any event time of delivery shall not be of the essence and the Supplier shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any third party arising directly or indirectly out of any failure to meet any estimated delivery date.

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- 8.5 Delivery of the Goods shall be made to the Buyer's address specified in the order and the Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 8.6 Risk in the Goods shall pass to the Buyer upon delivery of the Goods, or where the Buyer fails to take delivery at the agreed time, at the time delivery was attempted.
- 8.7 Title in the Goods shall not pass to the Buyer until payment of the price has been made in full.

9 CANCELLATION AND RETURN

- 9.1 The Buyer may cancel any order for Goods for any reason up to the point of dispatch and any payments made by the Buyer shall be refunded in full within 28 days. The Buyer may cancel any Contract for Services at any time before seven working days has passed from the day after the Contract was made and any payments made by the Buyer shall be refunded in full within 28 days. If, however, the Supplier starts to perform its side of the Contract with the agreement of the Buyer before the Buyer exercises this right to cancel, the right to cancel is lost.
- 9.2 The Buyer shall inspect the Goods immediately upon receipt and shall notify the Supplier by email to sales@onetouchlaser.com within 7 working days of delivery if the Goods are damaged or do not comply with any of the Contract. If the Buyer fails to do so the Buyer shall be deemed to have accepted the Goods.
- 9.3 Where a claim of defect or damage is made, the Goods shall be returned by the Buyer to the Supplier within 28 days of delivery. The Buyer shall be entitled to a replacement or a full refund (including delivery costs) plus any return postal charges if the Goods are in fact defective.
- 9.4 Goods must be returned by the Buyer at the Buyer's expense within 28 days of cancellation in the original packaging and should be adequately insured during the return journey. The Buyer will receive a refund of all monies paid for the Goods (including delivery charges, if any) except for return postal charges. If the Buyer fails to return the Goods following cancellation, the Supplier shall be entitled to deduct the cost of recovering the Goods from the Buyer.

10 LIMITATION OF LIABILITY

- 10.1 Except as may be implied by law where the Buyer is dealing as a Consumer, in the event of any breach of these Terms and Conditions by the Supplier the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and/or Services and the Supplier shall under no circumstances be liable for any indirect, incidental or consequential loss or damage whatever.
- 10.2 Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury resulting from the negligence of the Supplier or that of the Supplier's agents or employees.

11 WAIVER

No waiver by the Supplier (whether express or implied) in enforcing any of its rights under this contract shall prejudice its rights to do so in the future.

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12 FORCE MAJEURE

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, acts of God, strikes, lock outs, accidents, war, fire, failure of any communications, telecommunications or computer system, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Supplier shall be entitled to a reasonable extension of its obligations.

13 SEVERANCE

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid illegal or unenforceable provision eliminated.

14 CHANGES TO TERMS AND CONDITIONS

The Supplier shall be entitled to alter these Terms and Conditions at any time but this right shall not affect the existing Terms and Conditions accepted by the Buyer upon making a purchase.

15 GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

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