

Preamble

These terms and conditions of sale (hereinafter this “**Agreement**”) governing orders placed on the www.elementbrand.co.uk website (the “**Web Site**”) are hereby entered into between:

1. **NA PALI SAS**, a company registered in France with company no: 331 377 036, whose registered address is 162 rue Belharra 64500 St Jean de Luz (France); VAT no: GB 318887946.; and represented by Mr. Nicolas Foulet (hereinafter “**Element**”, “**We**”, “**Us**”, “**Our**” or the “**Vendor**”); and

2. Any natural person who places an order via the Web Site for goods which the Vendor offers for sale on the Web Site (hereinafter the “**Order(s)**”), on a strictly personal basis and not for commercial, charitable or trade purposes, nor for the purposes of resale or transfer whether free of charge or in return for consideration (hereinafter the “**User**”, “**You**”, “**Your**” or the “**Customer(s)**”).

The Vendor and the Customer shall be referred to individually as a “**Party**” and collectively as the “**Parties**” for the purposes of this Agreement.

By placing an Order, the Customer agrees that its relationship with the Vendor concerning the preparation, conclusion and performance of any Order shall be governed by this Agreement as well as by the Terms and Conditions governing the Use of the Web Site which apply upon placing any Order and which shall be deemed to constitute, together with this Agreement, a single, indivisible contractual whole governing the relationship between the Parties, to the exclusion of any previous version of contractual terms available on the Web Site and any terms and conditions of the Customer.

ARTICLE 1. Purpose, Applicable Law and territories

1.1. Purpose

This Agreement sets out the terms and conditions governing the sale of goods offered by the Vendor on the Web Site, between the Vendor and the Customer. This Agreement governs the conditions under which Orders are placed, paid for, tracked and delivered, and where applicable, the warranties which may be applicable to Orders and the Customer’s right to change their mind after placing an Order, in compliance with the terms of this Agreement and the law governing this Agreement.

The Vendor shall be entitled to alter its terms and conditions of sale at any time. The terms and conditions of sale governing the relationship between the Parties in respect of an Order shall be the version which was online at the time the Customer placed the Order and which was expressly accepted by the Customer upon placing the Order, those terms and conditions of sale constituting this Agreement as defined in the Preamble.

1.2. Applicable law, settlement of disputes and language of this Agreement

The Web Site, this Agreement and any Orders which are placed through the Web Site, as well as the performance thereof, shall be governed by English law. Any dispute arising in

connection with the interpretation or performance of this Agreement shall be governed by the exclusive jurisdiction of the English courts.

1.3. Territories

Any Order placed on the Web Site may only be validly concluded between the Vendor and a Customer residing in the United Kingdom (excluding Guernsey, Jersey, and Isle of Man).

Should the Customer reside outside the abovementioned territories, the Customer may not validly place an Order via the Web Site.

ARTICLE 2. Orders

2.1. Placing an Order

During the ordering procedure the Vendor will ask the Customer to confirm that the Order is correct before the Customer proceeds to the checkout. If the Order is not correct, the Customer can revisit the Order and correct the mistake before submitting the Order to the Vendor. It is the Customer's responsibility to ensure that the Order is correct.

By placing an Order on the Web Site, the Customer confirms that:

- (a) the Customer is not purchasing the goods for a commercial purpose as a trader;
- (b) the Customer resides in a territory listed in article 1.3;
- (c) the Customer is at least 18 years old; and
- (d) the information provided by the Customer during the ordering procedure (including without limitation, title, first name, surname, phone number, email address, delivery and invoicing address) is accurate and complete.

2.2. The Customer's acceptance of this Agreement

The Customer must read and expressly accept this Agreement prior to placing any Order on the Web Site. Customers may save or print out this Agreement which applies to their Order. When Customers are ready to finalise an Order, they may print out a summary statement of such Order.

2.3. The Vendor's acceptance of the Order

The Vendor shall only fulfil Orders received via the Web Site from Customers residing in one of the territories listed in article 1.3 above provided that such Orders are due to be delivered in the territory where the Customer resides.

Once the Vendor receives an Order placed by the Customer, the Vendor shall (subject to the goods being available) send a detailed order acknowledgement message to the Customer stating the total amount being billed to the Customer including all taxes, as well as the amount of VAT which is being charged and the delivery terms applicable to the Order (the "**Acknowledgement**"). Subject to article 4.2.1, this Acknowledgement shall express the Vendor's acceptance of the Order placed by the Customer.

Any goods and their prices shall only apply to Orders placed by Customers as long as they are visible on the Web Site during the placing of an Order by a Customer.

The Vendor shall promptly notify the Customer by e-mail, should any goods that are the subject of an Order turn out to be unavailable once an Order has been placed by the Customer. In such case, the amount to be billed for the Customer's Order shall be recalculated and the Customer shall be reimbursed for the amount of the unavailable goods. Should all the goods ordered by the Customer be unavailable, the Customer shall be notified by e-mail that the Vendor cannot accept the Order and shall be reimbursed for the total amount of the Order. The Vendor's non- acceptance of the Customer's Order shall not give any right to compensation for the Customer based on the unavailability of the expected goods. The Customer shall be free to place a new Order on the Web Site for other available goods.

ARTICLE 3. Description of the goods and applicable prices

3.1. Description of the goods

The Customer may, prior to placing an Order, peruse the essential characteristics of the goods which they intend to order on the Web Site. However, the Customer acknowledges that the images of the goods are for illustrative purposes only. Although the Vendor has made every effort to display the colours accurately, the Vendor cannot guarantee that the Customer's computer's display of the colours accurately reflects the actual colour of the goods.

3.2. Applicable prices

By placing an Order, the Customer accepts the prices and descriptions of the goods which are offered for sale on the Web Site. Due to the large volume of goods on the Web Site, it may be that some of the prices shown for certain goods is incorrect. If this is the case, the Vendor will notify the Customer of any discrepancy prior to sending the Acknowledgement. Where the correct price is lower than the price stated on the Web Site, the Customer will be charged the lower amount. If the correct price is higher than the price stated on the Web Site, the Vendor will contact the Customer to check if the Customer would like to go ahead with the Order.

The prices which are quoted next to each item offered for sale shall be shown in Euros (€) or in Pounds sterling (£) depending on the territory and include Value Added Tax (VAT), but exclude shipping and delivery costs. The prices of the goods that are the subject of an Order shall include VAT at the rate applicable on the date that the Order is placed in the territory where the Customer resides and where the Order is delivered.

The Vendor shall be entitled to modify the sale prices of its goods at any time. Should one or more taxes or compulsory levies be imposed or modified from time to time, whether upwards or downwards, such changes may be passed on as part of the sale price of the goods on offer on the Web Site.

However, the Vendor shall only charge the Customer the prices and taxes indicated to the Customer set out in the Acknowledgement. Moreover, the Customer shall be informed of the costs of shipping and delivering their Orders upon checking their shopping baskets and upon placing their Orders.

3.3. Discounts

Any special offers, promotional deals and money-off vouchers (hereinafter the "**Discounts**") shall only be valid during the period of validity and subject to the conditions of each offer.

Discounts may not under any circumstance be converted into a sum of money which is reimbursable or payable to the Customer.

Discounts may only be used by the Customer to whom they are granted and shall not be transferable to third parties. They shall be subtracted from the value of the Customer's Order including VAT but excluding the costs of shipping and delivering the Order. Unless otherwise mentioned in a specific Discount offer, the Customer shall be barred from using several Discounts cumulatively when placing a given Order.

Where the Customer mentions their possession of several Discounts on the Web Site concurrently, the Customer shall only be able to use the Discount of the largest amount for the same Order.

For all Reductions, the Initial Price is the price of the product at launch and the Prior Price corresponds to the one defined by the English law in force, in particular regarding successive reductions.

3.4. Purchase vouchers

Any purchase vouchers which are acquired by a Customer in the course of prior purchases of goods from the Vendor (hereinafter the "**Purchase Vouchers**") may only be used by that Customer and shall not be transferable to third parties. They shall only be valid subject to the terms and conditions which are laid down by the Vendor and disclosed to the Customer, such as those concerning their period of validity, and may only be redeemed against goods. Unless otherwise provided for by a given Purchase Voucher, Purchase Vouchers may not be used cumulatively with other Purchase Vouchers or with a Discount. Purchase Vouchers may not under any circumstance be converted into their cash equivalent and paid or reimbursed to the Customer.

The value of a Purchase Voucher must be used and consumed in full as part of a single Order and may not therefore be divided between several Orders.

Should the value of a Purchase Voucher be lower than the value of the goods the Customer wishes to order including VAT but excluding shipping and delivery costs, the Customer shall have to pay the difference between the two amounts involved as well as the shipping and delivery costs of the goods ordered.

Should the value of a Purchase Voucher be greater than the value of the goods the Customer wishes to order including VAT but excluding shipping and delivery costs, the Order shall not be accepted and the Customer shall be given the option to continue shopping by selecting additional items.

Should the value of a Purchase Voucher be equal to the value of the goods the Customer wishes to order including VAT but excluding shipping and delivery costs, the Customer's Order shall be accepted and the Customer shall only have to pay the shipping and delivery costs of the goods ordered.

If for any particular reason an Order is not accepted by the electronic payment validation

server, the Customer shall be barred from using the Purchase Voucher during a period of seventy two hours (72h). Once this period has elapsed, the Purchase Voucher shall be reactivated and may be used by the Customer to place a new Order.

3.5 Outlet

The products in our "Outlet" section come from collections that are 1 to 3 seasons old. The "Outlet" offers are valid while stocks last.

ARTICLE 4. Terms of payment

4.1. Payment currency

The currency used to pay for Orders shall be Euro (€) in all territories listed in article 1.3 above, with the exception of the United Kingdom. Any Orders placed by a Customer residing within the United Kingdom and which are delivered to the United Kingdom shall be priced and payable in Pounds sterling (£).

4.2. Terms of payment

The Customer must pay for goods when it places the Order. The Customer may pay for their Orders online using any of the following cards: Carte Bleue, Visa and Mastercard, and by providing their card number and expiration date, as well as the three last digits of the number shown on the back of their bank card.

AN IMMEDIATE REIMBURSEMENT ON THE CUSTOMER'S BANK ACCOUNT IN CASE OF UNAVAILABILITY OF A GOOD SHALL NOT GIVE ANY RIGHT TO COMPENSATION TO THE CUSTOMER.

4.2.1 Data processed by the Vendor

When paying for an Order, the Customer provides the Vendor with an implied warranty that the Customer has the requisite authorisation to use the payment method the Customer elected upon placing their Order. Any Acknowledgement issued by the Vendor shall be subject to approval of the Customer's payment by the relevant electronic payment validation server. Should the Customer's bank reject the payment, the Order shall not be accepted and there shall be no obligation on the Vendor to dispatch the goods. As part of the measures taken to prevent fraud over the Internet, the Vendor shall be entitled to transmit information concerning the Order and the Customer's payment method to a third party for verification purposes.

The Vendor shall check any Orders which have been validated on the Web Site in conjunction with the bank in charge of handling the electronic payments. Thus the Vendor may verify any Order whose delivery address is different from the Customer's billing address. In doing so, the Vendor may ask the Customer to provide further information and documents required for the Order to proceed: evidence of the fact that the Customer and/or the person whose name was provided does indeed reside at the delivery address, the Customer's bank details, etc. These requests shall be forwarded to the Customer either by e-mail or over the telephone.

The bank account linked to the payment method used by the Customer shall be debited as

from the finalisation of the Order by the Customer on the Web Site. The Vendor shall be entitled to suspend or cancel any Order and/or any delivery, whatever the nature or state of progress thereof, if any monies due by the Customer are not paid in full, or if there are any other problems with the Customer's payment ("Incident"). If there has been a Customer Incident on a previous Order, any subsequent Orders placed by the Customer may be refused and any pending deliveries for the Customer may be suspended. The Vendor shall notify the Customer accordingly. Once the Order affected by an Incident has been settled by the Customer, or when the Incident has been resolved to allow the payment and finalization of the Order, the personal data relating to this Incident recorded by the Vendor will be erased. In case of an unresolved Incident, the personal data relating to this Incident will be retained for a period of two (2) years from the date of occurrence of the Incident. When the personal data relating to an Incident is erased by the Vendor, either because of the resolution of the Incident, or at the end of the two (2) year period, the Customer concerned by the Incident may place new Orders.

4.2.2 Data processed by the bank handling the payments

For the purpose of ensuring the security, integrity and confidentiality of all payments made via the Web Site, the details of the Customer's bank cards shall be encrypted using the SSL (Secure Socket Layer) protocol while they transit over the Internet.

The data regarding the means of payment of the Customer set out in the Order shall be handled securely by the Vendor's payment provider ADYEN and CIC, a French bank, under its sole responsibility, in order to process and authorise payment for the Order and analyse the banking transaction as part of the measures taken to combat credit card fraud.

The period during which ADYEN may retain information relating to the means of payment for Orders is fifteen (15) months maximum from the last payment made, or from the end of the contractual relationship and, in any case, within the limit of the validity date of the payment method concerned.

Should any payment incident occur in connection with a fraudulent use of a bank card, the data set out on the corresponding Order shall be recorded in a payment incident file kept by ADYEN (and paypal when applicable). Any wrong or inaccurate declaration as well as any anomaly may also be dealt with specifically by the bank.

ARTICLE 5. Delivery

For security reasons, and in a bid to prevent bank card fraud, the billing address and delivery address of any given Order must be located within the same territory, which must also be one of the territories listed in article 1.3 above.

The goods ordered shall be delivered by the transport operator to the postal address of the Customer set out in the Acknowledgement. The estimated delivery date shall be set out in the Acknowledgement depending on the delivery option chosen by the Customer (Standard, Express or collect point) and the territory to which the Order is being delivered.

5.1. Delivery terms

The Vendor shall entrust the following transport operator with the task of transporting the goods:

Country	Standard Shipping	Express Shipping	Collect point
UK	DPD		

Any Orders which are placed on a Friday, Saturday, Sunday or a public holiday in the UK shall be processed as of the following Monday or as of the next working day. The delivery timescales are expressed in working days and shall vary depending on the destination of the goods. Without prejudice to the provisions herein before and for information only, the estimated delivery times generally noted for the various forms of delivery are as follows:

- four (4) working days for “Express” deliveries bound for addresses in the UK as from the confirmation of the Customer’s Order by the Vendor. In order to benefit from Express delivery, the Order must be placed by the Customer and confirmed by the Vendor before midday.
- five (5) working days in the case of “Standard” deliveries bound for addresses in the UK as from the confirmation of the Customer’s Order by the Vendor.
- seven (7) working days in the case of “Collect point” deliveries bound for addresses in the UK as from the confirmation of the Customer’s Order by the Vendor.

During the sales/promotion period, the delivery times may be longer than those usually noted. If the Customer orders more than one good, different packages will be able to be delivered on different dates.

The simple overrun of the delivery time does not give any right to compensation.

5.2. Delivery tracking upon issuing an Acknowledgement, an order tracking number shall be provided to the Customer to enable the latter to track the progress of the delivery of their Order. The Customer may either:

- Click on a hypertext link featuring the Order confirmation, or
- Type the order tracking number of their Order in the parcel tracking area of carrier’s web site.

5.3. Presentation of the package to the Customer

Upon the “Express” delivery, the goods ordered shall be delivered to the Customer’s personal address, wherever the location, such as its floor, provided that the delivery person is provided with the entry codes or access which the Customer requires to deliver the goods.

Upon the “Express” delivery of the package, a delivery note shall be presented to the Customer who shall be asked to sign it. Should it prove impossible to deliver the package to the Customer for any reason whatsoever (e.g. the Customer’s absence, incorrect delivery address, address cannot be found, etc.), the delivery person shall transmit a non-delivery code to the Vendor and shall leave a note to the Customer stating that the Customer attempted to

deliver the parcel and indicating the process for finalising the delivery. If the Customer doesn't withdraw their packaging by presenting their ID card ten (10) days after the note leaved to the Customer, the packaging will be returned to the Vendor.

Upon the "Standard" delivery, the package shall be presented to the Customer who shall not be asked to sign it. Should it prove impossible to deliver the package to the Customer (e.g. the Customer's absence, incorrect delivery address, address cannot be found, etc.), the delivery person shall transmit a non-delivery code to the Vendor and shall leave a note to the Customer stating that the Vendor attempted to deliver the parcel and indicating the process for finalizing the delivery. If the Customer doesn't withdraw their packaging after ten (10) days, presenting their ID card, the packaging will be returned to the Vendor. The custom service will contact the Customer to establish whether he prefers to make a re-delivery or get reimbursed.

The goods will be the Customer's responsibility from the completion of delivery.

5.4. Providing the goods to the Customer

5.4.1. The "Collect in store" option

The Customer may choose to place an Order for products on the Web Site and collect it in a store, located in the UK and participating in the " collect" network. To do so, the Customer chooses the "Collect in Shop" option when placing the Order online and selects the shop from which he wishes to collect their Order. The Customer pays for their Order online.

The time between placing the Order and the date on which the ordered product is available for delivery within the store is between 4 and 5 working days.

The Customer receives a notification as soon as the ordered product is available within said store. No shipping costs are due by the Customer for the provision of the product in store.

The Customer has fifteen (15) days to come and collect the products ordered from the date of the Vendor sends the notification by email or SMS "ready for collection in the store". After this period, the products will be automatically put back for sale and the Customer will be re-credited the amount of their purchase, within fifteen (15) days.

5.4.2. "Online Booking" option / Click & Collect

The Customer may choose to reserve on the Web Site an Order for products and recover them within a Vendor's store located in the UK and participating in the "Click & Collect Network". To do so, the Customer chooses the "Online Booking" option and selects the store from which he will place their order, during the process of Online Booking thereof.

The Customer is informed on the Web Site that the validation of the booking by the Vendor is subject to the availability of the ordered products within the selected store.

After the registration of the reservation made online, the customer will receive a notification "ready for withdrawal in shop". The delay between the date of Online Booking and the date on which the product is available for purchase in the store is 1 hour, except in special circumstances.

Payment is made in the store at the time of withdrawal of the Order booked online. No shipping costs are due by the Customer for the provision of the product in shop.

The Customer has 48H to come and purchase the products booked on the Web Site from the date the Vendor sends the notification by mail or SMS "ready for withdrawal in the shop". After this time, the reservation will be canceled.

ARTICLE 6. Warranties

6.1. The Customer's right to change their mind

The Customer may, from the date on which the Customer places an Order, cancel that Order in respect one or more of the goods that are the subject of that Order and request reimbursement for same subject to provisions set out below.

If the Customer wishes to cancel an Order in respect of good(s), the Customer has thirty (30) days from delivery of the goods to do it, without having to provide a reason.

The cancellation period expires thirty (30) days after the day on which the Customer, or a third party other than the carrier and designated by him, physically took possession of the goods unless the Customer's Order is split into several deliveries over different days, when the cancellation period expires thirty (30) days after the Customer, or a third party, other than the carrier and designated by him, receives the last delivery.

In order to cancel their Order, the Customer returns the ordered products by following the instructions indicated on the return label which is in the delivered packaging, and detailed hereinafter. In the case the Customer loses the return label, the Customer shall contact the customer service by using the pre-filed form: Contact us by the website <https://www.elementbrand.co.uk/section/custom-service> or by writing to support@element-europe.zendesk.com.

1. After having verified that the return conditions are met, the Customer shall carefully pack the Products to be returned in the package of their choice and ensure that the package is securely closed with an adhesive tape.

2. The return label contained in the delivered package shall be stuck on the package containing the returned goods. Where the returned goods come from different orders, the Customer shall stick on the return-package all the different return labels initially provided in the delivered packages.

3. The products returned by the Customer to the Vendor shall be addressed to:

B2C Europe (UK) - NAPALI
216/217 Bedford Avenue
Slough Trading Estate
Slough, SL1 4RY
Berkshire
United Kingdom

The Customer is free to use the delivery means of their choice.

The delivery costs of the return package to the Vendor will be for the Customer's charge except if the products are being returned because: (i) they are faulty or misdescribed; or (ii) the Customer is ending the contract because the Vendor has told the Customer of an upcoming change to the goods or the terms and conditions of sale, an error in pricing or description, a delay in delivery due to events outside the Vendor's control or because the Customer has a legal right to do so as a result of something the Vendor has done wrong.

Return shipping is free for all My Element members.

The Vendor shall reimburse the Customer by the same means of payment that the Customer used for the initial transaction, unless expressly agreed otherwise. In any event, the Customer will not incur any fees as a result of the reimbursement.

The Vendor will reimburse the Customer within fourteen (14) days after the Vendor has collected the goods back or the Customer has supplied evidence of having sent back the goods, whichever of the two is the earliest.

The Customer's cancellation of their Order shall only be effective provided that the goods for which the Customer is requesting reimbursement from the Vendor have been returned to the Vendor within the above mentioned period ending thirty (30) days after receipt of the applicable goods.

If the Customer is exercising his right to change his mind, the Vendor may reduce the refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if that has been caused by the Customer's handling of them in a way which would not be permitted in a shop. If the Vendor refunds the Customer the price paid before the Vendor is able to inspect the goods and later discovers that the Customer has handled them in an unacceptable way, the Customer must pay the vendor an appropriate amount.

The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer.

6.2 Return to the store of online Orders

The Customer has thirty (30) days from the date of delivery / pick up of the products purchased on our E-commerce website, to return the products ordered under the following conditions:

The Customer's request for a refund will only be accepted if:

- the product, whose exchange or refund is requested by the Customer, is returned to a Vendor's store located in the country of the delivery of the Order and that is participating in the " Exchange" network within the aforementioned period;

- the product has not been subject to any customization at the Customer's request;

- the product returned is not damaged or unfit for resale due to inappropriate handling by the Customer;
- the product returned is accompanied, at the time of the return, by the proof of purchase.

If the aforementioned conditions are fulfilled, the exchange or refund will be made by the Vendor as follows: The value of the purchase of the products returned at the cashier will be, at the Customer's choice:

- Directly charged to the Customer's new purchase, at the same time, of a product of the brands owned by the Vendor. If the value of the product returned is greater than the value of the new product purchased, the difference may result in a refund on the credit card used for the initial transaction.
- the subject of a voucher for the value of the product returned (see Article 3.4).
- the subject of a full refund on the credit card used for the initial transaction.

Payment by Gift Card. In the case of a return on all or part of your order paid in full with a gift card, the amount of your item(s) will be credited to a new gift card. In the case of a return of all or part of your order paid in part with a gift card and in part by one of the other payment methods available on the site, the Seller will reimburse the returned products (using the same payment method that the Customer used for the initial transaction) up to the amount of the payment made via this other payment method. Any surplus will be credited to a new gift card.

6.3. Legal warranties

6.3.1. Legal warranty for conformity of the Products

The Customer has various legal rights in relation to the goods that are faulty or not as described. The Customer may seek advice about their legal rights from their local Citizen's Advice Bureau or Trading Standards Office. Nothing in this Agreement will affect the Customer's legal rights.

6.3.2. Terms governing the return of goods to the Vendor (as set out in article 6.2)

The Customer wishing to use one of the legal warranties must first contact the customer service to obtain the instructions to respect the return of the product, using the pre-filled form: [Contact Us](#) (via the website www.elementbrand.co.uk customer service section).

The Customer who invokes one of the legal warranties with the customer service department may be offered the return of the product concerned. The transport costs incurred for this refund will be reimbursed if the Customer has previously contacted customer service, via the pre-filled form, to know and follow the procedure to be followed and that the shipment of the product concerned will be performed under standard delivery conditions.

6.4 Commercial warranty

When any goods are covered by a specific warranty, the deadline and terms of the warranty are set out in the description of the goods involved.

Within the framework of a particular warranty, the Customer wishing to obtain the replacement of the Product must first contact the customer service in order to obtain the instructions to be respected as regards the restitution of the product, and this by using the pre-filled form: [Contact us](#) (via the website www.elementbrand.co.uk section customer service).

6.5 Damaged, non-conform, defective goods or goods with hidden defects

In the event of apparent defect affecting the product, such as a product visually damaged by a manufacturing defect or a Vendor error, the Customer can obtain the exchange or the refund of the product, under the conditions foreseen in the article "Return to the store of online orders" (with the exception, however, of the condition relating to the fact that the product returned has not been damaged or made unfit for resale by the Customer).

After thirty (30) days, the Customer wishing to return product because of their defects or Vendor error, non-conformity or hidden defect, shall contact the customer service to obtain the instructions by following the pre-filled form: [Contact Us](#) (by the website <http://www.elementbrand.co.uk/> section customer service).

The Client who invokes to customer service the existence of a hidden defect, a non-conformity or a defect affecting the product purchased to enforce a legal warranty will be offered to return the product concerned. The transport costs incurred for this refund will be refunded to him once he has contacted the customer service, via the pre-filled form, to know and follow the procedure to be followed and that the shipment of the product concerned will be carried out under standards delivery conditions.

ARTICLE 7. Liability

If the Vendor fails to comply with this Agreement, the Vendor will be responsible for any loss or damage the Customer suffers that is a foreseeable result of the Vendor's breach of contract or negligence. The Vendor shall not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the Vendor's breach or if they were contemplated by the Parties at the time of placing the Order.

The Vendor only supplies goods for domestic and private use. Accordingly, the Vendor has no liability to the Customer for any loss of profit, business, business opportunity or business interruption.

Nothing in this Agreement is intended to exclude or limit the Vendor's liability for:

- (a) death or personal injury caused by Vendor's negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of terms implied by Section 12, 13, 14 and 15 of Sales of Goods Act 1979, where they have not been displaced by Chapter 2, Part 1 of the Consumer Rights Act 2015; and
- (d) any mandatory terms implied by or any mandatory rights of the Customer under the Consumer Rights Act 2015.

The Vendor will not be liable or responsible for any failure to perform, or delay in performance of, any of the Vendor's obligations under this Agreement that is caused by any act or event outside of its reasonable control.

If any act or event outside of the Vendor's reasonable control takes place that affects the performance of the Vendor's obligations under this Agreement: a) the Vendor will contact the Customer as soon as reasonably possible to notify; and b) the Vendor's obligations under the Agreement will be suspended and the time for performance will be extended for the duration of the event outside its reasonable control. In such circumstances, the Vendor shall arrange a new delivery date when the event outside its reasonable control is over.

The Customer may cancel any Order affected by an event outside the reasonable control of the Vendor which has continued for more than thirty (30) days and receive a full refund of all sums paid in respect of any goods that are the subject of that Order that have not been delivered.

ARTICLE 8. Electronic Signature, Proof and Electronic Storage

The Customer's online disclosure of their bank card number and final confirmation of the Order shall constitute evidence of the integrity of the Order and shall give rise to the Customer being liable to pay the entire value of the Order.

The Vendor shall for as long as reasonably necessary store all Order Forms, Acknowledgements and invoices on a reliable and durable medium so as to retain an integral and durable copy thereof.

In the event that the Customer becomes aware of a fraudulent use of their bank card by a third party, the Customer should notify the Vendor as soon as possible by sending an e-mail to customer service, stating the number of the bank card involved and the date of the Order, and providing evidence of their identity. The provision of this information shall not give rise to any right to compensation of the Customer nor to any duty upon the Vendor to reimburse the Customer. Where applicable, the Customer may request compensation or reimbursement from the bank which issued their bank card in keeping with the provisions of the applicable laws and with the terms of the contract between the Customer and the bank.

ARTICLE 9. Data protection

Our privacy policy is applicable to the processing of any personal data by us in relation to the Agreement and can be found on [here](#)."

ARTICLE 10. General

10.1 The Customer may only transfer its rights or obligations under this Agreement to another person if the Vendor agrees to such transfer in writing. The Vendor may transfer its rights and obligations under this Agreement at any time.

10.2 This Agreement is between the Vendor and the Customer. No other person shall have any rights to enforce any of its terms.

10.3 Each of the articles in this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

10.4 If the Vendor fails to insist upon the strict performance of any of the Customer's obligations under the Agreement, or the Vendor does not enforce its rights against the Customer, or if the Vendor delays in doing so, that will not mean that the Vendor has waived its rights against the Customer, and will not mean that the Customer does not have to comply with those obligations. If a Vendor does waive its rights under this Agreement, it shall only do so in writing. Any waiver by the Vendor in respect of a Customer default shall not constitute a waiver of any subsequent default.

ARTICLE 11. Contact us

Email: You can send us an email by clicking [here](#): Contact or on the following email address support@element-europe.zendesk.com.

Call us: Dial +44 1 573 310 021

Opening Hours: Monday to Thursday from 8:00 to 12:00 am and 01:00 to 05:00 pm. Friday from 08:00 to 11:30 am and 01:00 to 03:15 pm.

Last Update: 04.2023