

BK Woodline Terms & Conditions

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods or services.

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, 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 **GREEN** and those specific to businesses only are in **ORANGE**.

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 based on any statement in this agreement.

2. Information about us and how to contact us

2.1 Who we are. We are BK Woodline, Trademark of Skupina Parsifal d.o.o., a company registered in Slovenia, EU. Our registered office is at Parmova ulica 41, 1000 Ljubljana, Slovenia. Our registered VAT number is SI24585025.

2.2 How to contact us. You can contact us by telephoning our customer service team at 00386 41 755 799 or by writing to us at info@bkwoodline.com or Parmova ulica 41, 1000 Ljubljana, Slovenia.

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 you complete the checkout process and pay for your order, at which point a contract will come into existence between you and us.

3.2 If we cannot proceed with your order. If we are unable to proceed with your order, we will inform you of this and will offer you a full refund for the product or a similar replacement. 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 (if applicable) a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product.

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.

4. Our products

ducts may vary slightly from their pictures. The images of the products on our website 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. Although we have made every effort to be as accurate as possible, because some of our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website may vary slightly.

4.2 For all products made from natural materials, such as leather or wood, it is not possible to guarantee the Goods supplied will have the same colour, shade and pattern or finish as shown on the website, due to the inherent nature of such materials. Also, we cannot guarantee to match products exactly which have been ordered at different times.

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

4.4 Making sure your measurements are accurate. You are responsible for ensuring the items you purchase are able to fit in to the space you intend them for, or if we make a custom built item to measurements you are providing, you are responsible for ensuring that these measurements are correct. If you are unsure, we recommend you contact us for guidance before you order.

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:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address any safety issues.

6.2 More significant changes to the products and these terms. In addition, as we informed you in the description of the product on our website, we may make the following changes to these terms or the product, but if we do so we will notify you before the changes take effect:

- (a) Where the product specification changes significantly; and
- (b) Where the delivery of the product cannot be carried out in accordance with our usual delivery times.

In the circumstances above, we will discuss with you on the best options available to you.

7. Providing the products

7.1 Delivery costs. The costs of delivery will be as displayed to you on our website, which may be subject to change. In the event if any change, you will have the right to terminate the contract with us so long as you inform us within 14 days of receiving our notification of the change in the delivery costs.

7.2 When we will provide the products. After you complete the checkout process and pay for your order, we will endeavour to let you know an estimate of when we are likely to provide the products to you.

7.3 We are not responsible for delays outside our control. As we do not manufacture the products we supply, if our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know. 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 Collection by you. If you have asked to collect the products from our premises, you can collect them from during our working hours on weekdays (excluding public holidays). We will notify you when your products are ready for collection.

7.5 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, our delivery partner will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

7.6 If you do not re-arrange delivery.

If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 11.2 will apply.

7.7 When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us pursuant to your instructions. This includes instructions by you to the courier to leave the product at an alternative location.

7.8 When you own goods. You own a product which is goods once we have received payment in full.

7.9 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example contact details or special access arrangements; access to flats/apartments etc. We

will contact you to ask for any information we require that has not already been provided. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for not supplying the products if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.10 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 6);
- (d) discontinuation by the manufacturer.

7.11 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 adjust the price so that you do not pay for products while they are suspended. 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 14 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.12 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 15.5) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 15.8). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 15.7).

8. Delivery

8.1 Delivery options. In most cases the email confirming your Order will state your chosen method of delivery and the estimated production time for the product

ordered. Please note that unless the product is in stock, the production time is in addition to delivery time. Our delivery charges are calculated by volume, weight and destination country. We review our delivery charges regularly to ensure that they are as competitive as possible.

8.2 Orders of multiple items. If your Order is for multiple products, we will send these out to you in one delivery as soon as they all arrive at our warehouse and they have been quality checked.

8.3 Place of delivery. We cannot deliver to a hotel or PO Box. Your goods must be delivered to a place of residence or business address only.

8.4 Disclosure of information. Please note that your contact details will be provided to the courier company and in some cases displayed on your delivery items, so that they can contact you if needed.

8.5 Standard delivery. Standard delivery offers delivery of the Goods to the door of the delivery address you provide to us when you place your Order (if the destination is an apartment, flat or complex, the Goods will be delivered inside the entrance to the building where possible).

(a) Assembly and unpacking. Standard delivery does not include assembly or unpacking.

(b) Standard Delivery of Large Items. If your order contains oversized, fragile and/or bulky orders your items will be delivered by our trained 2-man dedicated by delivery team. This delivery method is determined as we deem appropriate. In this instance, we would contact you to arrange a suitable date and time.

8.6 Standard International Delivery. Our standard shipping for in stock smaller Goods will typically be 5 to 14 working days from confirmation of your Order, whereas oversized, fragile and/or bulky items that are unable to be delivered by courier will typically arrive 2-3 weeks (via road freight – most commonly used for mainland Europe) or 4-6 weeks (via sea freight – for the rest of the world) after they've been dispatched from us. Please note: Delivery times do not include the time it takes for your Goods to be made. The estimated production times are stated on our website or available from our customer services team and are in addition to any delivery time estimate provided.

8.7 Premium International Delivery. Our premium shipping service offers international customers delivery within 2 weeks. In most cases this would be via air freight, or express road freight where possible.

8.8 Costs of international delivery. As we have a large range of products which vary in size, shape and weight our international delivery charges are sometimes subject to change. In these cases, we will contact you with the confirmed delivery charge and discuss the shipping options with you.

8.9 Taxes for International Deliveries. International deliveries do not include customs and clearance fees, duties and taxes, road tax (applicable in Turkey) or quarantine and fumigation fees (mainly Australia) which are payable by the customer prior to their delivery. Failure to make payment will result in delays and potential storage fees of which cannot be held responsible and ultimately the return of the Goods and further costs accrued. The customer is fully responsible for checking their country's unique policies and rulings with regards to import. BK Woodline cannot be held responsible for any costs incurred from the release of goods from any customs office. Preparation of export documentation can sometimes cause delays (approximately 5-10 working days) whilst goods are awaiting dispatch from the BK Woodline warehouse, we do our very best to keep delays to a minimum.

8.10 Delivery Address Access. You should be careful to check access to your property, as delivery is on the basis that you have checked the dimensions of each of the Goods ordered and you confirm that the Goods to be delivered will fit through all doorways, stairwells within the area of intended use. We will not accept responsibility for Goods that are undeliverable due to insufficient access or for any reason that is not within our reasonable control (including your absence at the arranged time for delivery as notified by us or our delivery partner). You agree to pay our reasonable costs associated with storage and redelivery due to these circumstances arising.

9. Your rights to end the contract

9.1 Ending 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, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- (a) 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 a service re-performed or to get some or all of your money back), see clause 13 if you are a consumer and clause 14 if you are a business;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 9.2;

(c) If you are a consumer and have just changed your mind about the product, see clause 9.3. 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 goods;

(d) 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 9.6.

9.2 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 (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided. The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);

(b) 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;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control;

(d) 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 14 days; or

(e) you have a legal right to end the contract because of something we have done wrong.

9.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations). 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, are explained in more detail in these terms.

9.4 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:

(a) products which are customised for you;

(b) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

(c) any products which become mixed inseparably with other items after their delivery;

(d) products where the original packaging have been opened.

9.5 How long do consumers have to change their minds? If you are a consumer how long you have to change your mind depends on what you have ordered and how it is

delivered.

(a) Have you bought goods? If so you have 14 days after the day you (or someone you nominate) receives the goods, unless:

(i) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.

(ii) Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

9.6 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 9.1), you may request to end the contract. We may agree to your request and in doing so, may request you to pay us compensation as a condition to our agreement to allow you to end the contract. For the avoidance of doubt, we have absolute discretion as to whether we agree to your request or not.

10. How to end the contract with us (including if you are a consumer who has changed their mind)

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

(a) Phone or email. Call customer services on 00386 41 755 799 or email us at info@parsifal.si. Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) By post. Simply write to us BK Woodline, Parmova ulica 41, 1000 Ljubljana, Slovenia, including details of your order number, what you bought, when you ordered or received it and your name and address.

10.2 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 either return the goods in person to where you bought them, post them back to us at BK Woodline, Parmova ulica 41, 1000 Ljubljana, Slovenia or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on 00386 41 755 799 or email us at info@parsifal.si for a return label or to arrange collection. If you are a consumer exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract. In this instance goods must be returned

unused, and in a fully re-saleable condition in their original packaging. Please also provide your Order reference when returning Goods.

10.3 Returning Items To Us. Please note that it is the customer's responsibility to check that the courier service they use for the return of any item accepts all materials enclosed therein. For example, Royal Mail do not accept batteries in their packages so any batteries will need to be removed prior to postage otherwise the package will be destroyed by Royal Mail.

10.4 When we will pay the costs of return. We will pay the costs of return:

(a) if the products arrived damaged, faulty or misdescribed; or

(b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

10.5 What we charge for collection. If you are responsible for the costs of return and we are collecting the product from you, we will charge you the cost to us of collection. We will contact you to notify you of the costs.

10.6 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, by the method you used for payment, if valid. However, we may make deductions from the price, as described below.

10.7 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:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, 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.

(b) 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.

10.8 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:

(a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 10.2.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

11. Our rights to end the contract

11.1 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:

(a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, specifications, the full address for delivery, special access requirements;

(c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

(d) you do not, within a reasonable time, allow us access to your premises to supply the services; or

(e) you are abusive to staff members.

11.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 11.1 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.

11.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know as soon as possible in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

12. 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 on 00386 41 755 799 or email us at info@parsifal.si

13. Your rights in respect of defective products if you are a consumer

13.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

13.2 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 00386 41 755 799 or email us at info@parsifal.si for a return label or to arrange collection.

13.3 EU consumers. If you reside in a EU member state, you are entitled to the mandatory consumer protection as provided in that EU member state.

14. Your rights in respect of defective products if you are a business

14.1 If you are a business customer we warrant that on delivery, and for a period of 6 months from the date of delivery (warranty period), any products which are goods shall:

(a) conform in all material respects with their description and any relevant specification;

(b) be free from material defects in design, material and workmanship. For the avoidance of doubt, light scratches, blemishes and subtle differences in colour shall not be 'material defects'. The warranty does not cover defects or damages resulting from accident, misuse, abuse, neglect of maintenance, unusual physical stress, modification, improper testing, operation, maintenance or installation of the item. Normal wear and tear of the product are also expressly excluded from the warranty.

14.2 Subject to clause 14.3, if:

(a) 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 14.1;

(b) we are given a reasonable opportunity of examining such product; and

(c) 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.

14.3 We will not be liable for a product's failure to comply with the warranty in clause 14.1 if:

(a) you make any further use of such product after giving a notice in accordance with

clause 14.2(a);

(b) 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;

(c) the defect arises as a result of us following any drawing, design or specification supplied by the Customer;

(d) you alter or repair the product without our written consent; or

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

14.4 Except as provided in this clause 14, 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.

14.5 These terms shall apply to any repaired or replacement products supplied by us under clause 14.2.

15. Price and payment

15.1 Where to find the price for the product. The price of the product (which includes VAT, if applicable) will be the price indicated on the web pages when you placed your order. VAT is automatically removed if you are arranging a delivery to a non VAT paying country. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause

15.4 for what happens if we discover an error in the price of the product you order.

15.2 Trade portal prices are displayed as EX VAT in all circumstances. VAT will then be added, if applicable, to the total price in your basket at checkout.

15.3 We will pass on changes in the rate of VAT (if applicable). If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

15.4 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 proceed with your order. If we accept and process your order where a pricing error is obvious and unmistakable 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 goods provided to you.

15.5 When you must pay and how you must pay. We accept payment with credit and debit cards and other payment methods as set out in our website. When you must pay depends on what product you are buying:

(a) For goods, you must pay for the products when you place the order and before we dispatch them.

15.6 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).

15.7 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate from the bank time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

15.8 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.

16. Our responsibility for loss or damage suffered by you if you are a consumer

16.1 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.

16.2 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 and for defective products under the Consumer Protection.

16.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

16.4 We are not liable for business losses. If you are a consumer we only supply the products for to 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 17.

17. Our responsibility for loss or damage suffered by you if you are a business

17.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods or section 2 of the Supply of Goods and Services Act;
- (d) defective products under the Consumer Protection; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

17.2 Except to the extent expressly stated in clause

14.1 all terms implied by sections 13 to 15 of the Sale of Goods and sections 3 to 5 of the Supply of Goods and Services are excluded.

17.3 Subject to clause 17.1:

- (a) 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
- (b) 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.

18. How we may use your personal information

18.1 How we will use your personal information. We will use the personal information you provide to us:

- (a) to supply the products to you; for example we will provide your name and address

to our delivery partners;

(b) to process your payment for the products; and

(c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

18.2 We may pass your personal information to credit reference agencies. Where we extend credit to you for the products we may pass your personal information to credit reference agencies and they may keep a record of any search that they do.

18.3 We will only give your personal information to third parties where the law either requires or allows us to do so.

19. Other important terms

19.1 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.

19.2 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.

19.3 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. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

19.4 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.

19.5 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.

19.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer in the EU and UK. These terms are governed by EU law and you can bring legal proceedings in respect of the products in the EU member state court. If you live in a UK you are entitled to any mandatory consumer protection in UK.

19.7 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer outside the EU and UK. These terms are governed by EU law and you must bring legal proceedings in respect of the products in the courts of EU.

19.8 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 EU and the courts EU shall have exclusive jurisdiction to settle any such dispute or claim.