
PHYTO

T H E R A P E U T I C S L T D

TERMS & CONDITIONS OF SALE

• **INTERPRETATION (1)**

1. In these conditions the following words shall have the following meanings:
 1. **"You"** means the person(s), firm or company that buys the Goods from Us and "your" shall be interpreted accordingly
 2. **"Us"** and **"We"** both mean Phyto Therapeutics of Dronfield, South Yorkshire, UK and "our" shall be interpreted accordingly
 3. **"Goods"** means any goods We agree to supply to You under the terms of the Contract, this includes any instalment of the goods or part(s) of them
 4. **"Contract"** means any contract between You and Us, for the sale and purchase of the Goods, which incorporates these conditions
 5. **"Website"** means the website with the URL: www.phyto ltd.co.uk
2. Any reference to any statute or statutory provision refers to its most recent version
3. Reference to the singular includes the plural and vice versa.
4. Headings are only used for convenience.

• **APPLYING THESE CONDITIONS (2)**

1. The Contract will be on these conditions only, unless there is a written variation agreed between You and Us
2. Your order is an offer to buy the Goods from Us under these conditions.
3. Confirmation of your order is our acceptance of that offer. We do not have to accept your offer.
4. We will Email a copy of these conditions to You, at the Email address You provide on the order form, when We confirm your order should you request it.

• **THE GOODS (3)**

1. Any description of the Goods on our Website or in our sales literature is for guidance only. No pictures, descriptions, specifications or advertising will form part of the Contract.
2. If any Goods are not available, We will order the items from the relative manufacturer or manufacture them. If We are unable to order your chosen items We will notify you by telephone or email.
3. *Although We may agree to manufacture products with specific additives for individual customers, we take no responsibility for any medical or beneficial claims made by the customer. We will make You, the customer aware of the limitations of their specified products, but in the event of a claim, the customer assumes full responsibility for any legal claims made.*

• **BESPOKE GOODS (4)**

1. Any order for bespoke goods, will be deemed to be finalised once the sample is agreed by You, the customer.
2. The product supplied will be the same specification as per the sample.
3. Once a production run has commenced, You the customer will be liable for the full cost of the total order, whether you take delivery or not.

• **DELIVERY (5)**

1. We will deliver the Goods to the address You provide on the order form.
2. An alternate delivery address can be provided but must be within the same country as the billing address.
3. Any delivery date We give is an estimate.
4. Unless these conditions state otherwise, We are not liable for any loss, costs, damages, charges or expenses caused by any delay in delivery.

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5. *If We can't deliver the Goods because You won't accept delivery, You haven't provided the correct address, or no-one is available to accept delivery, then:*
 1. *all risk in the Goods will pass to You;*
 2. *the Goods will be deemed to have been delivered; and*
 3. *We may store the Goods until We can re-deliver them, and You will be liable for any costs arising from this*
 4. *We reserve the right to charge for re-shipping your Goods*

- **NON-DELIVERY (5)**

1. *We shall not be liable for any proven non-delivery unless You report it within 7 days of the date when the Goods should have arrived.*
2. *Our liability for non-delivery is limited to replacing the Goods within a reasonable time, or issuing a credit note.*

- **PRICE (6)**

1. *All prices are quoted in Pounds Sterling.*
2. *The price for the Goods is the price shown on our Website or in our sales literature quoted in Pounds (Sterling). Your selected delivery destination will determine whether or not VAT is applicable. If VAT is not applicable then this tax will be deducted from your order prior to your visit to the cashier. Your location may render you liable to import, state, local or other taxes: **Such taxes are entirely your responsibility.***

- **PAYMENT (7)**

1. *Payment is due by any of the methods described on our Website or sales literature when you place the order.*
2. *If only part of your order is shipped we will only charge for those items, the remainder or your order will be charged and shipped once goods are received at our store. **You will be advised of this prior to any shipment being made.***
3. *All payments due to Us under the Contract shall become due immediately on termination of the Contract.*

- **DEFECTS (8)**

1. *Nothing in these terms affects your statutory rights*
2. *We will not be liable for any defects of the Goods unless:*
 1. *You tell Us of the defect within 7 days of the time You discover, or ought to have discovered, the defect; and*
 2. *We are given a reasonable opportunity, of examining the Goods and, if requested, You return the Goods to Us at your expense for examination (if We agree that the Goods are defective, We will refund this expense).*
3. *We shall not be liable for any defect if:*
 1. *You use the Goods after telling Us about the defect; or*
 2. *the defect arises through misuse, or inappropriate storage, of the Goods; or*
 3. *You alter or repair the Goods without our written consent.*
4. *Subject to conditions 8.2 and 8.3, if any of the Goods are defective, We shall either repair or replace them (or the defective part) or refund the price, provided that, at our request, You return the Goods (or the defective part). We will refund the cost of returning the Goods to Us.*
5. *If We comply with condition 8.4, We shall have no further liability for any defects.*

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THERAPEUTICS LTD

• **LIABILITY (9)**

1. Subject to condition 8, the following sets out our entire financial liability to You in respect of:
 1. Any breach of these conditions; and
 2. Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
2. All warranties, conditions and other terms implied by statute or common law (except those implied by section 12 of the Sale of Goods Act 1979) are, as far so the law allows, excluded from the Contract.
3. Nothing in these conditions excludes or limits our liability for death or personal injury caused by our negligence or fraudulent misrepresentation.
4. Subject to conditions 9.2 and 9.3;
 1. We shall not be liable to You for any indirect or consequential loss, damage, costs, expenses or other claims for consequential compensation whatsoever which arise out of, or in connection with, the Contract.

FORCE MAJEURE (10)

If We are prevented from, or delayed in, carrying on our business due to circumstances beyond our reasonable control, We may defer delivery or cancel the Contract or reduce the volume of the Goods sent to You (without liability to You). Such circumstances include, acts of God, government actions, war, national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes, other labour disputes, or inability or delay in obtaining supplies of materials.

If the circumstance in question continues for a continuous period of more than 30 days, You can give Us written notice to end the Contract.

COMMUNICATION (11)

All communications from Us that are made by Email, or by posting on our Website, satisfy any legal requirement that such communication is in writing.

We agree that any communication that You must make in writing (under these conditions) may be made by Email to info@phytoltd.co.uk or jane@phytoltd.co.uk by post to Phyto Therapeutics -

Unit 1 – Beech Works - Wreakes Lane - Dronfield South Yorkshire – S18 1PN - United Kingdom.

Any Email sent to Us shall be deemed to be received on the day it is sent.

Any post sent to Us shall be deemed to be received at 10am on the second working day after the date of posting.

INFORMATION YOU PROVIDE (12)

You authorise Us to use, store or process any information that You provide, including your name and address, as far as is reasonably necessary for Us to provide our services.

If You buy Goods through our Website then We may collect information about your buying behavior. If You send us personal correspondence such as Emails or letters then We may collect this information into a file specific to You.

You must ensure that any information You provide is accurate and complete. You must include your billing address as it appears on your credit card statement. Phyto Therapeutics use an address verification system to ensure correct billing addresses.

Orders with incorrect details will not be processed.

ONLINE MATERIALS (13)

The materials published on our Website are solely for your personal and non-commercial use.

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T H E R A P E U T I C S L T D

Our Website is controlled and operated by Us from our offices at Phyto Therapeutics - Unit 1 – Beech Works - Wreakes Lane - Dronfield South Yorkshire – S18 1PN - United Kingdom. We do not control or endorse any content supplied by third parties.

Any content from third parties is published in good faith. We are not responsible for its accuracy or for its use, except where it relates directly to the Goods.

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• **GENERAL (16)**

- 1. Each of our rights or remedies under the Contract is without prejudice to any of our other rights and remedies whether under the Contract or not.*
- 2. If any provision of the Contract is found to be wholly or partly illegal, void, voidable, unenforceable or unreasonable, then it shall be deemed severable. The remainder of that provision and the remaining provisions shall continue in full force and effect.*
- 3. Any failure or delay by Us in enforcing any part of the Contract will not be taken as a waiver of any of our rights.*
- 4. If We ignore any breach of any part of the Contract by You, this does not mean that We will allow any further breach and it will not affect the other terms of the Contract.*
- 5. The Contract is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.*
- 6. Nothing in these Conditions shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999.*
- 7. Orders that are received which have a billing address in one country and a delivery address to another will not be processed for security reasons and will be cancelled immediately.*
- 8. No credit card details will be stored by Phyto Therapeutics.*