

PASODAY PRODUCTS LIMITED

ONLINE TERMS AND CONDITIONS OF SUPPLY TO TRADE

This page (together with our Privacy Policy, Terms of Use and Acceptable Use Policy) tells you information about us and the legal terms and conditions (**Terms**) on which we sell any of the products (**Products**) listed on our website (**our Site**) to you.

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our Site. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to in it.

Please click on the button marked "I Accept" at the end of these Terms if you accept them. If you refuse to accept these Terms, you will not be able to order any Products from our Site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 5. Every time you wish to order Products, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were created on 3 July 2014.

These Terms, and any Contract between us, are only in the English language.

1. INFORMATION ABOUT US

1.1 We operate the website <http://www.flipinhair.co.uk>, <http://www.shop.flipinhair.co.uk> & <http://www.flipinhair.com>. We are Pasoday Products Limited, a company registered in England and Wales under company number 06731955 and with our registered office at Chartwell House, 4 St. Paul's Square, Burton upon Trent, Staffordshire DE14 2EF. Our VAT number is 946 0088 18.

1.2 To contact us, please see our Contact Us page <http://www.flipinhair.co.uk/contact-us>, <http://www.flipinhair.com/contact-us>

2. OUR PRODUCTS

2.1 The images of the Products on our Site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images.

2.2 The packaging of the Products may vary from that shown on images on our Site.

2.3 All Products shown on our Site are subject to availability. We will inform you by e-mail as soon as possible if the Product you have ordered is not available and we will not process your order if made.

2.4 We reserve the right to change, alter or amend the Products in order to comply with any applicable statutory or other regulatory requirements, or to update the Product.

3. **USE OF OUR SITE**

3.1 Your use of our Site is governed by our Terms of Use and Acceptable Use Policy. Please take the time to read these, as they include important terms which apply to you.

3.2 We only use your personal information in accordance our Privacy Policy. For details, please see our Privacy Policy, <http://www.flipinhair.co.uk/privacypolicy>, <http://www.flipinhair.com/privacypolicy> Please take the time to read this, as it includes important terms which apply to you.

3.3 You confirm that you have authority to bind any business on whose behalf you use our Site to purchase Products.

3.4 These Terms and our Privacy Policy, Terms of Use and Acceptable Use Policy constitute the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Terms or our Privacy Policy, Terms of Use or Acceptable Use Policy.

4. **HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

4.1 For the steps you need to take to place an order on our Site, you will be guided through our order process during checkout.

4.2 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

4.3 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 4.4.

4.4 We will confirm our acceptance to you by sending you an e-mail confirming that the Products have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation.

4.5 If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our Site as referred to in clause 9.4, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

4.6 In the event that you fail to place an order within 3 months of your last previous order, we reserve the right to cease listing you as a supplier of the Products on our Site.

4.7 In the event that you fail to place an order within 6 months of your previous order, we reserve the right to cease dealing with you as a supplier of the Products.

5. **OUR RIGHT TO VARY THESE TERMS**

- 5.1 No variation to these Terms shall be binding unless agreed in writing between the authorised representatives of both you and us.
- 5.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

6. **YOUR RIGHT OF CANCELLATION**

- 6.1 You may not cancel any Contract formed between you and us except with our prior written agreement.
- 6.2 Where you cancel a Contract in accordance with clause 6.1 you shall indemnify us in full against all losses (including but not limited to loss of profit), costs (including but not limited to the costs of all labour and materials used), damages, charges and expenses incurred by us as a result of such cancellation.
- 6.3 If the Products were delivered to you then you must return the Products to us as soon as reasonably practicable and you will be required to pay an administration fee of £10 per cancellation or 10% of the price of the Products, whichever is the greater.
- 6.4 Products that are returned to us under clause 6.3 must be returned in a reasonable condition.

7. **DELIVERY**

- 7.1 Delivery will be completed when we deliver the Products to the address you gave us or such other place as we agree in writing from time to time.
- 7.2 Any dates quoted for delivery of the Products in the Dispatch Confirmation are approximate only and we shall not be liable for any delay in delivery of the Products however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by us in writing. Where we are unable to meet an estimated delivery date we will contact you with a revised estimate delivery date.
- 7.3 Where the Products are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by us to deliver any one or more of the instalments in accordance with these Terms or any claim by you in respect of any one or more instalments shall not entitle you to treat the Contract as a whole as repudiated.
- 7.4 If you fail to take delivery of the Products or fail to give us adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond your reasonable control or by reason of our fault) then, without limiting any other right or remedy available to us, we may:
 - 7.4.1 store the Products until actual delivery and charge you for the reasonable costs (including but not limited to insurance) of storage; or

- 7.4.2 sell the Products at the best price readily obtainable and charge you for any shortfall below the price under the Contract.
- 7.5 The Products will be your responsibility from the moment they are dispatched to you.
- 7.6 You own the Products once we have received payment in full for the Products and all other Products sold by us to you for which payment is then due.

8. **INTERNATIONAL DELIVERY**

- 8.1 We deliver to the countries listed on this page <http://www.flipinhair.co.uk/checkout/cart/>, <http://flipinhair.com/checkout/cart> (**International Delivery Destinations**). However there are restrictions on some Products for certain International Delivery Destinations, so please review the information on that page carefully before ordering Products.
- 8.2 If you order Products from our Site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 8.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 8.4 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable or responsible if you break any such law.

9. **PRICE OF PRODUCTS AND DELIVERY CHARGES**

- 9.1 The prices of the Products will be as quoted on our Site from time to time or, where no price has been quoted (or a quoted price is no longer valid), the price listed in our published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by us without giving notice to you.
- 9.2 We reserve the right, by giving you written notice at any time before delivery, to increase the price of the Product to reflect any increase in the cost to us which is due to any factor beyond the control of us (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Product which are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give Pasoday adequate information or instructions.
- 9.3 Except as otherwise stated in our Dispatch Confirmation Written quotation or in any price list of Pasoday, and unless otherwise agreed in writing between both you and us, all prices are exclusive of delivery, packaging and insurance costs and any applicable VAT, which you shall be additionally liable to pay to us. To check relevant delivery charges, please refer to our Delivery Charges page within the checkout process.

9.4 We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. Any error or omission in the price of the Products shall be subject to correction without any liability on our part.

10. **HOW TO PAY**

10.1 You can only pay for Products using PayPal, and all major debit and credit cards (excluding American Express)..

10.2 Unless expressly agreed otherwise with you in writing, payment for the Products and all applicable delivery charges is in advance.

11. **MANUFACTURER GUARANTEES**

11.1 Some of the Products we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Products.

12. **OUR WARRANTY FOR THE PRODUCTS**

12.1 For Products which do not have a manufacturer's guarantee, we provide a warranty that on delivery and for a period of 3 (three) months from delivery, the Products shall be free from material defects. However, this warranty does not apply in the circumstances described in clause 12.2.

12.2 The warranty in clause 12.1 does not apply to any defect in the Products arising from:

12.2.1 fair wear and tear;

12.2.2 wilful damage, abnormal storage conditions, accident, negligence by you or by any third party;

12.2.3 if you or the end customer fail to operate or use the Products in accordance with the user instructions; or

12.2.4 any alteration or repair by you or by a third party.

13. **INTELLECTUAL PROPERTY RIGHTS**

13.1 The trade mark PASODAY® and written copy, images and other graphical material in our literature, our Site or Product labelling and/or packaging referring to the Products are protected by our and/or others' trade mark, copyright and other intellectual property rights. Such rights are reserved and no licence is granted or may be implied to be granted to you.

13.2 You shall not copy the Products, or manufacture, have manufactured or purchase for onward sale, or create or provide to any person any products that imitate the Products or otherwise infringes the design or other intellectual property rights we own in the Products.

You shall not under any circumstances remove, alter or tamper with any trade mark or copyright notices present on the labelling or packaging of the Products.

- 13.3 You shall do nothing to impair our or any third party's proprietary rights in relation to the Products or seek to acquire or register any rights in relation to the Products or use any trade marks or other words or symbols that are confusingly similar to PASODAY® in any language or alphabet.

14. **OUR LIABILITY TO YOU**

- 14.1 Nothing in these Terms shall limit or exclude our liability for:

14.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or

14.1.2 fraud or fraudulent misrepresentation,

or for any other liability which cannot be excluded by law.

- 14.2 Subject to clause 14.1:

14.2.1 we shall under no circumstances whatsoever 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 the Contract; and

14.2.2 our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total Contract price (excluding insurance and delivery).

- 14.3 Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

- 14.4 This clause 14 shall survive termination of the Contract.

15. **EVENTS OUTSIDE OUR CONTROL**

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 15.2.

- 15.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake,

subsidence, epidemic or other natural disaster, or failure of public or private transport and/or telecommunications networks.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

15.3.1 we will contact you as soon as reasonably possible to notify you; and

15.3.2 our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

16. **COMMUNICATIONS BETWEEN US**

16.1 When we refer in these Terms to "in writing" this will include e-mail.

16.2 If you wish to contact us for any reason, you can do this by e-mail to admin@flipinhair.com

16.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

16.4 Please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17. **OTHER IMPORTANT TERMS**

17.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

17.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

17.4 Each of the paragraphs of these Terms 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.

17.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we

have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

- 17.6 These Terms are governed by English law. This means that a Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), will be governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.
- 17.7 We will not file a copy of the Contract between us, however we do keep records of all transactions with our customers and suppliers and we do keep a record of all versions of these Terms.