

GLOBAL HERBS LIMITED - TERMS AND CONDITIONS OF SUPPLY

1. These Terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.

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 supply 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; and
- you are buying products from us wholly or mainly for your personal use (i.e. not for use in connection with your trade, business, craft or profession).

Provisions in these terms which are specific to consumers only or to businesses only are clearly identified as such.

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 or negligent misstatement based on any statement in this contract.

2. Information About Us and How to Contact Us

2.1 **Who we are.** We are Global Herbs Ltd, a company registered in England and Wales. Our company registration number is 03798451 and our registered office is at Unit 10 Terminus Road, Chichester, West Sussex, England, PO19 8TX.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01243 773 363 or by writing to us at contact@globalherbs.co.uk.

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 we email you to accept it, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources for which we could not reasonably plan, because 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 or because we are unable to meet a delivery deadline you have specified.

4. Product Packaging

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

5. Our Rights to Make Changes

5.1 We may change the products:

5.1.1 to reflect changes in relevant laws and regulatory requirements; and

5.1.2 to implement minor technical adjustments and improvements, for example to address a security or health and safety concern. These changes will not affect your use of the product.

5.2 All of our products must be stored by you out of direct sunlight and in dry conditions between 5°C and 25°C.

6. Providing the Products

6.1 **Delivery costs.** The costs of delivery, if applicable, will be confirmed at the time of placing your order.

6.2 **When we will provide the products.** During the order process, we will let you know when we will supply the products to you.

6.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. 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.

6.4 **If you are a business, time is not of the essence.** If you are a business, any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

6.5 **Collection by you.** If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 9am until 5pm on weekdays (excluding public holidays).

6.6 **When you become responsible for the products.** A product 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.

6.7 **When you own the products.** You own a product once we have received payment in full.

6.8 **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 delivery and payment information. If so, this will have been stated in the description of the products on our website or our marketing materials, or during the purchase process. 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 9.2 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 supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

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

6.9.1 deal with technical, security or health and safety problems or to make minor technical changes;

6.9.2 update the product to reflect changes in relevant laws and regulatory requirements; or

6.9.3 make changes to the product as requested by you or notified by us to you (see clause 5.1).

6.10 **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 13.4), we may suspend supply of future products until you have paid us the outstanding amounts. We will not suspend the products where you dispute the unpaid invoice (see clause 13.7). As well as suspending the products, we can also charge you interest on your overdue payments (see clause 13.6).

7. Your Rights to End the Contract

7.1 **You can always end 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 a business customer:

7.1.1 **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 to get some or all of your money back). See clause 11 if you are a consumer and clause 12 if you are a business;

7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 7.2;

7.1.3 **If you are a consumer who has purchased a product online and have just changed your mind about the product**, see clause 7.3. 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; and

7.2 Ending the contract because of something we have done or have told you we are going to do. If you are ending a contract for a reason set out at clauses 7.2.1 to 7.2.3 below, the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

7.2.1 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;

7.2.2 there is a risk that supply of the products may be significantly delayed because of events outside our control; or

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

7.3 Exercising your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). 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 2013, are explained in more detail as follows:

Right under the Consumer Contracts Regulations 2013
14 day period to change your mind.
Consumer to pay costs of return.

7.4 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:

7.4.1 our products that are sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

7.4.2 our products which are liable to deteriorate or expire rapidly; and

7.4.3 any products which become mixed inseparably with other items after their delivery.

8. How to End the Contract With Us If You Are a Consumer Who Has Changed Their Mind

8.1 Tell us you want to end the contract. If you are a consumer, to end the contract with us, please let us know by doing one of the following:

8.1.1 Phone or email. Call customer services on 01243 773 363 or email us at contact@globalherbs.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.

8.1.2 By post. Please print off the form set out in Schedule 1 at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

8.2 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 post them back to us at Global Herbs Ltd, 10 Terminus Road, Chichester, West Sussex, PO19 8TX. Please call customer services on 01243 773 363 or email us at contact@globalherbs.co.uk for a return label. 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.

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

- 8.3.1 if the products are faulty or misdescribed; or
- 8.3.2 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, a delay in delivery due to events outside our control 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.

8.4 **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 direct cost to us of collection.

8.5 **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 by the method you used for payment. However, we may make deductions from the price, as described below.

8.6 **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:

8.6.1 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.

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

8.7 **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 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 8.2.

9. **Our Rights to End the Contract**

9.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

9.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

9.1.2 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; or

9.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1, 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 that we will incur as a result of you breaking the contract.

9.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop supplying the product. We will let you know at least 14 days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which we will not supply.

10. **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 01243 773 363 or email us at contact@globalherbs.co.uk.

11. **Your Rights in Respect of Defective Products If You Are a Consumer**

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

Summary of your key legal rights

This is a summary of your key legal rights, which are subject to certain exceptions. For detailed information, please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 states that goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product, your legal rights entitle you to the following:

- up to thirty days: if your goods are faulty, then you can get an immediate refund.
- up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if your goods do not last a reasonable length of time, you may be entitled to some money back.

11.2 **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 01243 773 363 or email us at contact@globalherbs.co.uk for a return label or to arrange collection.

12. **Your Rights in Respect of Defective Products If You Are a Business**

12.1 If you are a business customer, we warrant that on delivery, and for the warranty period as stated in the description of the products on our website or our marketing materials, or during the purchase process, the products shall:

- 12.1.1 conform in all material respects with their description;
- 12.1.2 be free from material defects in design, material and workmanship;
- 12.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 12.1.4 be fit for any purpose held out by us.

12.2 Subject to clause 12.3, if:

- 12.2.1 you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranties set out in clause 12.1;
- 12.2.2 we are given a reasonable opportunity of examining such product; and
- 12.2.3 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.

12.3 We will not be liable for a product's failure to comply with the warranty in clause 12.1 if:

- 12.3.1 you make any further use of such product after giving a notice in accordance with clause 12.2.1;
- 12.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, use or maintenance of the product or (if there are none) good trade practice;
- 12.3.3 the defect arises as a result of us following any specification supplied by you;
- 12.3.4 you alter or repair the product without our written consent; or
- 12.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage conditions.

12.4 Except as provided in this clause 12, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 12.1.

12.5 These terms shall apply to any repaired or replacement products supplied by us under clause 12.2.

13. **Price and Payment**

13.1 **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 order pages when you placed your order. We take reasonable care to ensure that the price of the product advised to you is correct. However, please see clause 13.3 for what happens if we discover an error in the price of the product you order.

13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date on which 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.

13.3 **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, we will contact you for your instructions before we accept your order.

13.4 **When you must pay and how you must pay.** Unless expressly agreed otherwise, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

13.5 **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).

13.6 **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 8% a year above the base lending rate of Lloyds Bank from 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.

13.7 **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.

14. **Our Responsibility for Loss or Damage Suffered By You If You Are a Consumer**

14.1 **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.

14.2 **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; fraud or fraudulent misrepresentation; breach of your legal rights in relation to the products as summarised at clause 11.1; and defective products under the Consumer Protection Act 1987.

14.3 **We are not liable for business losses.** If you are a consumer, we only supply the products 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 15.

15. **Our Responsibility for Loss or Damage Suffered By You If You Are a Business**

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

15.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

15.1.2 fraud or fraudulent misrepresentation; or

15.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979.

- 15.2 Except to the extent expressly stated in clause 12.1, all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are excluded.
- 15.3 Subject to clause 15.1:
- 15.3.1 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
- 15.3.2 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 greater of £100 and one hundred per cent (100%) of the total sums paid by you for products under such contract.
16. **How We May Use Your Personal Information**
- 16.1 **How we will use your personal information.** We will use the personal information you provide to us:
- 16.1.1 to supply the products to you;
- 16.1.2 to process your payment for the products; and
- 16.1.3 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.
- 16.2 **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.
- 16.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**
17. **Other Important Terms**
- 17.1 **We may transfer this contract 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.
- 17.2 **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.
- 17.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** 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.
- 17.4 **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.
- 17.5 **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.
- 17.6 **Which laws apply to this contract and where you may bring legal proceedings.** 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 England and the courts of England shall have exclusive jurisdiction to settle any such dispute or claim.

Schedule 1

Cancellation Form

(Complete and return this form only if you are a consumer and you wish to withdraw from the contract)

To Global Herbs Ltd a company registered in England and Wales, company registration number 03798451, registered office Unit 10 Terminus Road, Chichester, West Sussex, England, PO19 8TX, contact@globalherbs.co.uk.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following products [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate