

# TERMS & CONDITIONS OF SALE

## 1. Format of the Contract

1.1 These terms of sale apply to all goods supplied by Energy Medicines, (Reg office, 1-3 High Street Great Dunmow, Essex, CM6 1UU) Company Number 9817849. In these terms “you” and “your” as appropriate refer to you as the buyer and “us”, “our” and “we” refer to Energy Medicines as the seller.

1.2 Energy Medicines processes orders subject to these terms and conditions (“the Terms”). The use of the Energy Medicines website and purchase of the (“Products”) on it means that you agree to the Terms and Conditions of purchase and product usage. Please read the Terms and Conditions carefully before placing your order. We would advise you to retain a copy of them for your future reference. Please also note that we reserve the right to update these Terms and Conditions of use without notice to you in relation to future sales. You should therefore check this page on a regular basis.

1.3 No contract exists between you and Energy Medicines for the sale of any “Products” until we have received and accepted your order and we have received payment in full (in cleared funds). Once payment is received, there is a binding legal contract between the Energy Medicines and the customer.

1.4 By way of clarification, an acknowledgement of your order will be sent to you via email from either the Energy Medicines sales consultant who sold to you, or from Energy Medicines head office when you place your order. However acceptance of your offer to buy the Products will not take place until after your payment is taken. It is at this point that a binding legal contract is created and any contract is subject to these Terms.

1.5 This contract is subject to your right of cancellation at law as outlined in clauses 2.3, 2.4 and 4.4 below.

## 2. Description and price of the goods

2.1 The description and price of the goods you order will be as the Energy Medicines prices at that time of ordering. Website ([www.energymedicines.co.uk](http://www.energymedicines.co.uk)) wear appropriate the price for each product is detailed under the website shop. Some manufactures individually tailor their treatment kits in order to achieve the best health results for each customer. Under such circumstances POA will apply. All prices are quoted in UK Sterling. Energy Medicines reserves the right to amend product prices to reflect changes in product prices. Customs law requires that all applicable Duties and Taxes must be paid for on shipments outside the EU. By placing an order with Energy Medicines, you agree to pay any duties and taxes applied by Customs at the time of delivery.

2.2 Prices do not include charges for delivery. These will depend upon the overall weight of the consignment and are detailed in the appropriate shop section under ‘Delivery Information’.

2.3 The goods advertised on Energy Medicines website are subject to availability. Whilst we give an indication of the delivery date, we do not accept any liability arising from late delivery, to the extent permitted by law. Where a product is out of stock, we will inform you as soon as possible and advise you of the earliest possible delivery date. Should you wish to cancel your order at this point, you must immediately send an email to [enquiries@energymedicines.co.uk](mailto:enquiries@energymedicines.co.uk) stating your order number and the reason for cancellation.

Should any amount be owing to you, Energy Medicines will issue a refund or recredit you for any sum that has been paid by you or debited from your credit card for the goods.

2.4 Every effort is made to ensure that the information posted on this website (including photographs and any product and its description is both factual and correct). We will not be held responsible or liable for typographical errors and inaccuracies of any kind. If an error is discovered, Energy Medicines will inform you as soon as possible and offer you the option of reconfirming your order at the correct price, or cancelling your order. If we do not receive an order confirmation within 7 days of

informing you of the error, the order will be cancelled automatically. If you cancel, Energy Medicines will refund or re-credit you for any sum that has been paid by you or debited from your credit card for the goods.

### **3. Payment & Security**

3.1 Payment for the goods and delivery charges can be made by the methods shown on Energy Medicines website and discussed with a Energy Medicines Sales consultant or by contacting the companies head office. Monies will not be taken from your account until the day products are dispatch.

3.2 The delivery process will not commence until cleared funds are received.

3.3 Payments shall be made by you without any deduction by way of set-off, counterclaim, discount, and abatement or otherwise unless you have a valid court order requiring an amount equal to such deduction to be paid by Energy Medicines to you.

3.4 We accept most major credit and debit cards and offer loans and funding via our authorized finance brokers.

3.5 Energy Medicines do not record, store or keep credit card information. Delivery addresses and customer information is encrypted on a secure server. The company complies with data protection act regulations.

### **4. Delivery**

4.1 The goods you order will remain the property of Energy Medicines until signed for and delivered to the address provided when the order was placed. Deliveries are normally made between the hours of 8am to 6pm Monday to Friday.

4.2 Orders are processed on Friday's on a weekly basis. Allow 28 days for delivery, in most cases products are delivered within 21 working days, provided no additional security checks are required and all stock items are available. (A working day is any day other than weekends and bank or other public holidays.)

4.2.1 Where on the website we have indicated items in stock, we shall endeavor but not guarantee to deliver the goods, once ordered within 28 working days.

4.2.2 It may be the case that if some items are not in stock, or the balance is not in stock, we shall inform you by your email address of the same, and advise you of the anticipated delivery date.

4.2.3 If delivery cannot be made to your address for reasons beyond the direct control of Energy Medicines, we will inform you as soon as possible.

4.3 If you deliberately fail to take delivery of the goods (otherwise than by reason of circumstances under the control of Energy Medicines, then without prejudice to any other right or remedy available to us, we may:

4.3.1 store the goods for 6 months and charge you for reasonable costs (including insurance) of storage: or cancel the contract and sell the goods at our cost returning any remaining funds.

4.3.2 After 6 months sell the goods at the best readily obtainable price and (after deducting all reasonable storage and selling expenses) account to you for any excess over the price you agreed to pay for the goods or charge you for any shortfall below the price you agreed to pay for the goods returning any remaining funds.

4.5 Every effort will be made to deliver the goods as soon as possible after your order has been accepted. However, Energy Medicines will not be liable for any loss or damage suffered by you through reasonable or unavoidable delay in delivery. In this case, we will inform you as soon as possible.

4.6 Time for delivery shall not be of the essence. The goods may be delivered by us in advance of the quoted delivery date.

4.7 Upon receipt of your order you will be asked to sign for the goods received in good condition. If you are unable to check the contents of the package at that moment in time please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

4.8 When your order arrives you must check for damages and or shortages. Claims for damages and or shortages have to be made within 48 hours of receipt of your delivery. Claims for damages and or shortages made after 48 hours of your delivery arriving will be rejected. Time and date of delivery is recorded with our carriers.

## **5. Refund Policy**

5.1 If you decide to cancel your contract under the Distance Selling Act Regulations within the 14-day grace period we will refund or re-credit you (within 14 days) providing Energy Medicines head office. The customer is responsible for shipping costs involved in returning product orders. We will credit back any sum that has been paid by you or debited from your credit card for the goods, less any expenses incurred for failed delivery. Refunds will be processed within 28 days subject to the product being returned in the original, undamaged packaging.

5.1.1 If you purchase product after a personal demonstration meeting providing the ability to see, test and handle Biomag products and equipment online sales and returns rights are not applicable and customers will be subject to standard UK retail purchase rights.

5.2 If we find that the product has not been returned to us in fully resalable condition, we reserve the right to refuse a refund on the item, or deduct up to 20% of the original selling price from the refund amount.

5.3 Returns can be made through: Returns via courier collection. Please contact Energy Medicines head office by phone or by email ([enquiries@energymedicines.co.uk](mailto:enquiries@energymedicines.co.uk)) with the following information: Name of Sales consultant if applicable, transaction number, date of order, product details, the reason for the return and whether you would like a refund or a replacement. We will email you back with further instructions and we will arrange for the courier to collect the product at your expense.

5.4 We do not charge for returns if an item is damaged – please refer to the section further into this document entitled ‘Procedure for Damages or Delivery Shortages’.

5.5 Please note: We will only refund the price of the item or exchange the product once it is received by us. - We are unable to offer a refund or exchange on perishable goods such as seeds or bulbs unless they are- Delivery charges: We will refund your original delivery charge when a product is faulty or damaged, but not when a product is simply unwanted. We do not charge for returns except for unwanted purchases. - Where large products are returned as unwanted, we reserve the right to make a charge of £75 to cover the collection cost. - None of the above conditions affect your statutory rights when goods are faulty, or not as described. For your rights of cancellation under the Consumer Protection Distance Selling Regulations please see our Terms & Conditions.

## **6. Warranty**

6.1 All goods supplied by Energy Medicines are warranted free from defects for 12 months from the date of supply (unless otherwise stated). This warranty does not affect your statutory rights as a consumer.

6.2 This warranty does not apply to any defect in the goods arising from fair wear and tear, willful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Supplier, failure to follow the Supplier’s instructions, or any alteration or repair carried out without the Supplier’s approval.

6.3 If the goods supplied to you are damaged on delivery, you should notify Energy Medicines In writing via the email address: [enquiries@energymedicines.co.uk](mailto:enquiries@energymedicines.co.uk) within 24 hours. We will arrange for the goods to be collected and replaced within 7 days providing the goods are in stock. You must take reasonable care to ensure the goods are not damaged further in the meantime or in transit.

6.4 If the goods supplied to you develop a defect while under warranty or you have any other complaint about the goods, you should notify us in writing via the email address provided of the date you discovered the defect. We will arrange for the goods to be collected and replaced or repaired within 28 days providing the goods are in stock. You must take reasonable care to ensure the goods are not damaged further in the meantime or in transit.

## **7. Limitation of Liability**

7.1 Energy Medicines total liabilities in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the goods.

7.2 Energy Medicines will not be held responsible for death or injuries caused by personal negligence or incorrect use of any advertised product or third party fraudulent misrepresentation.

7.3 If you are a business customer Energy medicines shall not be liable to you for any indirect or consequential loss or damage (whether for loss or profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (however caused) which arise out of or in connection with this agreement.

7.4 Neither Biomag UK Ltd being the holding company or any of its associated trading company's shall hold any liability for direct loss or damage arising to tangible Property.

7.5 The limitation on any exclusion from liability contained in these Conditions shall be subject to the provisions of section 2(1) of the Unfair Contract Terms Act 1977.

7.6 Energy Medicines will not be liable in any amount for failure to perform any obligation Under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation internet outages, communications outages, fire, flood, war or act of God.

## **8. Data Protection & Privacy Policy**

8.1 Energy Medicines understands the value of privacy. We want you to enjoy your online Shopping experience with us in the safe knowledge that we take every precaution to ensure your privacy is maintained. We comply with all data protection act regulations.

8.2 Energy Medicines will take all reasonable precautions to keep the details of your order and Payment secure.

8.3 If you have any questions about the handling or protection of your personal detail, or your rights under this Online Agreement or if you would like to unsubscribe from marketing material then please contact us by email on the email address: [enquires@energymedicines.co.uk](mailto:enquires@energymedicines.co.uk)

### **8.4 Personal Details & Privacy**

In order to fulfill any orders placed with Energy Medicines we collect the following details:

- Your name
- Credit/Debit Card statement address and delivery address
- Telephone number
- Email address – to contact you with regard to the order or if you are subscribed to our future newsletter

We collect demographic and personal data:

- To process your orders
- For statistical purposes to improve the website and the products we offer
- To notify you of products or special offers and price update that may be of interest
- To provide a quick and convenient service to you in the future
- To provide you with a better Internet experience

8.5 Energy Medicines does not disclose shopper information to third parties.

8.5.1 We do not store or record any credit card or finance information what so ever.

8.6 Your personal details will remain private and confidential. All data collected is for our internal use only.

8.7 We do not sell mailing lists to other companies, or divulge any of your personal details to other companies or individuals.

8.8 Communication with you will be by phone, email or letter.

8.8.1 Energy Medicines has an anti-SPAM policy, we will NEVER send you any unsolicited

email. If you choose to subscribe to our free newsletter, you will receive one occasionally. Clear unsubscribe details are always shown on the newsletter.

8.8.2 We may from time to time send you pertinent information on special offers, giveaways or special discounts should you choose to subscribe to it.

8.8.3 If you choose not to receive our free newsletter, we will only contact you to answer your queries and/or send you your order confirmation.

## **9. Applicable Law**

9.1 These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and each party agrees irrevocably to submit to the exclusive jurisdiction of the courts of England and Wales.

9.2 These terms and conditions are only applicable to the [www.energymedicines.co.uk](http://www.energymedicines.co.uk) website. Any other websites which you link to from this website are governed by their own terms and conditions. We accept no responsibility or liability for websites that are not under our control.

9.3 We are required by law to inform you that sales can only be concluded in English.

## **10. Copyright Notice**

10.1 All content in whatever format found on <http://www.energymedicines.co.uk> is copyright of its Content owner or businesses partners, legal action may be taken by the owner if any person(s) or business is found using the content without permission from the copyright owner in advance.

10.2 Energy Medicines does not give you any right or interest in any copyright or intellectual property rights for any product nor the right to copy them.

10.3 Copyright extends to the website design, products and appearance and the rights to promote, communicate, market and sell energy medicines products under their authorised UK status agreement.

## **11. Errors & Omissions**

11.1 Every effort is made to ensure the accuracy of any technical data or literature made available in relation to our products and services.

11.2 All descriptions and illustrations of goods in any catalogue, brochure, information on the [www.energymedicines.co.uk](http://www.energymedicines.co.uk) website, price list or in any other document provided by us are intended for general guidance only, and does not form part of any contract between you and us.

11.3 We accept no liability for any error or omissions in such documents and except to the extent required at law cannot be liable in any circumstances for any loss or damage resulting from your reliance on such descriptions and illustrations.

11.4 We will promptly correct any errors brought to our attention.

## **12. Statutory Rights**

All statements, guarantees or warranties in these terms of trading are additional to and do not affect your statutory rights. These terms and conditions are subject to change at any time without prior notice to you.