

TEGOLOGY TERMS AND CONDITIONS OF SALE

1 INFORMATION ABOUT US AND THESE TERMS

- 1.1 These are the terms and conditions on which we supply products to you.
- 1.2 We are Tegology Limited, a company registered in England and Wales. Our company registration number is 09592931 and our registered office is at 7 & 8 Church Street, Wimborne, Dorset BH21 1JH.
- 1.3 You can contact us by emailing us at ask@tegology.com.
- 1.4 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.
- 1.5 You must read these terms carefully. By placing an order with us, you agree to be legally bound by these terms. If you do not agree to these terms, you should not order any products from our website.

2 TERMS AND CONDITIONS OF PURCHASE

- 2.1 **Conflict with other order information:** If any of these terms conflict with any other term of your order, the order will take priority.
- 2.2 **Consumers:** You may only purchase products from our website if you are at least 18 years old. By placing an order, you confirm that you are legally capable of entering into binding contracts and you are at least 18 years old.
- 2.3 **Parties:** The parties to the contract formed under section 3.2 below will be Tegology Limited and you.

3 HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 3.1 **Acknowledgement of your order:** After you submit an order via our website, we will send you an order acknowledgement by email, acknowledging receipt of your order and details of the products that you have ordered. Completion of the online check-out process and our email acknowledgement receipt is **not** an acceptance of your order. Your order constitutes an offer from you to us to buy a product.
- 3.2 **Acceptance of your order:** Acceptance of your order for products and the formation of a contract between us will take place when you have received an order confirmation/acceptance email from us, or when we dispatch the relevant products to you. The contract will relate only to those products that we have confirmed in the order confirmation/acceptance.
- 3.3 **Pricing and order errors:** Save in respect of an obvious and unmistakeable error on our part, the price for the products shall be the price stated in the relevant order confirmation. We reserve the right to refuse any order where the price is incorrectly stated on the website or order and may require you to make any such correction and take all such actions as we require before an order is in a form acceptable to us.
- 3.4 A contract will **not** be formed between us if we have notified you that we do not accept your order, or if you have cancelled your order in accordance with our cancellation and returns policy.
- 3.5 **Non-acceptance of your order:** We may not be able to accept your order (or part of it) for one or more of the following reasons:
- 3.5.1 the product(s) no longer being in stock or the product(s) are no longer available;
 - 3.5.2 the identification of a pricing or other error in the order (even if we have already sent you an order confirmation email);
 - 3.5.3 your payment in respect of the order is not authorised by your card issuer or is

otherwise rejected/not accepted; or

3.5.4 you fail our anti-fraud, credit or security checks.

4 PRICE AND HOW TO PAY

4.1 **Payment:** You must pay for the product(s) using the available payment methods stated on our website before we dispatch the product(s).

4.2 **When your payment for product(s) is taken:** If we accept your order, we take payment shortly before we dispatch the product(s) to you (except for special order items).

4.3 **Import duty:** If you order products from our website for delivery outside the EU, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

4.4 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

5 THE PRODUCTS

5.1 **Accuracy of product description:** We take all reasonable care to ensure, but cannot guarantee that, all details, descriptions and prices of products appearing on the website are correct at the time when the relevant information was entered onto our system.

5.2 **Images and measurements of products on our website:** The images of the products on our website are for illustrative purposes only. We have made every effort to portray product(s) on the website accurately, but slight variations may occur. All measurements are approximate and colour representation and reproduction are dependent upon publishing processes and the set-up of the device from which you are viewing the website.

5.3 **Minor changes to the products:** We may change the product(s) on our website:

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

5.3.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

5.4 **Ownership of products:** All product(s) that you order through the website will remain our property until we have received payment in full from you for those product(s), including any delivery charges.

6 CANCELLATION OF YOUR ORDER

6.1 **Our right to cancel an order:** If your payment is not received within three days of our order confirmation, we will cancel your order. If you have already received the product(s) you ordered from us, you must pay for the product(s) or return those product(s) to us in accordance with section 9 (Refunds and Returns) of these terms and any other instructions that we provide to you. If you do not return product(s) to us within fourteen (14) days of the date on which we cancel your order, we may collect or arrange for collection of the product(s) at your expense. We reserve the right to charge you for damage to or adverse interference with any product(s) that are the subject of an unpaid order.

6.2 **Your rights to cancel for any reason:** If you have ordered products (without alteration or customisation at your request) from our website:

6.2.1 you may cancel your order at any time before it is accepted by us;

6.2.2 you can cancel your order at any time until fourteen (14) calendar days from the day after the date on which the products have been delivered to you (or if applicable, after the last product is delivered to you if you ordered products under the same order but they are delivered separately),

in each case, you will receive a refund of any price paid for the products and any applicable standard delivery charges (but not for any enhanced or premium return delivery) in accordance with section 9.4 below).

6.3 After we have accepted your order, you **do not** have the right to cancel your contract because you have changed your mind (under section 6.2.2) if the products have been specially and/or specifically made/produced/finished to your specification or are clearly personalised.

6.4 In the unlikely event that you have to return your purchase to us, it is important that you do not return anything not related to your purchase that you may want to keep, including for example your own charging leads which did not constitute part of your purchase. Any other items returned with your purchase cannot be located and returned to you. Any bundled/promotional products must also be returned with your order. If you have any concerns, please contact a member of our customer support team by email at ask@tegology.com prior to returning anything.

6.4.1 **Cancellation method for online orders:** you may cancel your order by: emailing us at ask@tegology.com; by completing the [cancellation form](#) and emailing this to us; or by sending the [cancellation form](#) to us by post to our registered address.

6.4.2 **When the cancellation is effective:** If you email us to cancel your order; or send us your cancellation notice by email or by post, then your cancellation is effective from the date you sent us the email or posted the letter to us.

7 IF YOU CHANGE YOUR MIND

7.1 If for whatever reason you change your mind and would like to return all or any part of your order, you have the right to cancel your order within the periods specified in section 6.2 above. You must also have sent the products back to us without undue delay and, in any case, no later than 14 calendar days after the day on which you notified us of the cancellation.

7.2 **Missing, damaged or incorrect orders:** We do everything we can to ensure your products arrive at your delivery address in a complete and pristine condition. If you do not receive all of the products pursuant to your order, or you believe your order may have been lost, please contact customer services by email at ask@tegology.com.

7.3 Please note that if you do not contact us promptly (and within 30 days of your order acknowledgement email) if you believe your order is missing, damaged or incorrect, we may be unable to assist you.

8 FAULTY PRODUCTS

8.1 Faults caused by accident, neglect, misuse or normal wear and tear will not be:

8.1.1 capable of return by you to us, and we will have no liability to you in relation to the same; or

8.1.2 covered under the relevant manufacturer's warranty.

8.2 You agree to provide us with reasonable compensation for any costs or other liabilities incurred by us where a product is returned by you to us as faulty but subsequently confirmed as not being faulty.

8.3 **Within 30 days of delivery of the product:** If a product you have ordered from us develops a fault, is incorrectly described or is not of satisfactory quality, you have a right to a refund from us, and you can also request an exchange. You must notify us of the problem within thirty (30) days from the day after the date of the delivery of that product to you, and you may return the product following/complying with the processes set out at sections 9 and 10 below. A product returned as faulty, incorrect or not of satisfactory quality within the 30 day time period specified above will be subject to our inspection and testing to determine that the product is in fact faulty, incorrect or not of satisfactory quality (as the case may be) and if it is, we will refund the price of the defective product (or provide you with an exchange, if you have requested this instead)

8.4 **Between 30 days and six months after delivery of the product:** If a product you have

ordered from us develops a fault after 30 days of delivery of the product, but less than six months after delivery of the product, we will usually offer you a repair of the product. In some circumstances we may offer you a replacement product instead of a repair. If the repair or replacement we have provided to you has not resolved the problem with the original product, or we have failed to repair the product within a reasonable time, you can require us to either issue you a partial refund of the price you paid for the product, or reject the product.

8.5 **Under the Tegology 12 month limited warranty:** If a product you have ordered from us develops a fault more than 6 months after delivery of the product, please contact us to discuss the problem as we may be able to repair the product under the Tegology 12 month limited warranty. Your entitlement to a repair under the Tegology 12 month limited warranty is in addition to (and does not affect) your statutory rights.

8.6 Any refund made under this section 8 will include any applicable delivery charges originally paid and any reasonable costs you incur in returning that original product to us.

8.7 All products returned as faulty or incorrect will be checked and, if found not to be faulty, will be returned to you.

8.8 No refund, repair or exchange will be processed until the returned products have been received by us and have been confirmed to be faulty and/or incorrect by us.

9 RETURNING A PRODUCT

9.1 **How to tell us that you want to return a product:** If you wish to return a product to us please complete the [cancellation form](#), or contact customer services by email at ask@tegology.com.

9.2 **How to return products to us:** You can return the product to us by post. To do this you will need a return material authorisation ("RMA") number; please contact customer services by email at ask@tegology.com to get an RMA number. When returning products by post, please send them, along with your proof of purchase and your RMA number (please write this clearly on the outside of the outer packaging not product/device original packaging) to the address given to you at the time of receiving your RMA number. If you are posting the products, we strongly recommend you use secure packaging and an insured/tracked delivery method and retain the associated tracking details, as the products will be your responsibility until received by us. Once you have been issued with a RMA number you must return the products to us within fourteen (14) days.

9.3 **Cost of returning products:** Unless you are returning the product because it is faulty (or because you are entitled to reject the product for any other reason under the Consumer Rights Act 2015), the cost of the return will be at your expense.

9.4 Refund of original delivery charges:

9.4.1 If you cancel your order within the 14-day period specified at section 6.2 above because you have changed your mind, where we offered multiple delivery options and you chose a more expensive delivery method (such as next day delivery), we will only refund the delivery costs associated with the least expensive delivery method.

9.4.2 Where you return a product to us because it is faulty (or you reject the product for any other reason under the Consumer Rights Act 2015), we will also refund the original delivery charges.

9.4.3 Where you cancel for any other reason, if we charged you for delivery on your original order, this will be deducted from your refund in accordance with applicable law if the products have been dispatched to you.

10 CONDITION OF PRODUCTS RETURNED TO US:

10.1 If you return products to us, you must comply with the following conditions:

10.1.1 if you are returning products under section 6.2 because you have changed your mind, the products must be returned in the original product packaging together

with all accessories, packaging, instructions and any other items included with it at time of sale (including free gifts), and you must take reasonable care of the products;

10.1.2 if you are returning products under section 7.2 (because your order was missing, damaged or incorrect) or section 8 (because your product is faulty) please ensure the products you are returning are properly packaged to prevent them from being damaged in transit;

10.1.3 a proof of purchase must be supplied; and

10.1.4 you must include the RMA number or document that we have supplied to you.

If you do not comply with the above conditions we may not refund or cancel your order, or may make a reduction in any refund in accordance with applicable law.

10.2 **Reduction of refund for use of products:**

If you are returning goods under section 6.2 (because you have changed your mind) you are permitted to handle the goods while they are in your possession to establish their nature, characteristics and functioning as might reasonably be allowed in a shop. If such handling is excessive, we are permitted by law to reduce your refund to reflect any reduction in the value of the products. For example, you can take products out of their packaging, but you must make sure that you do not damage the integrity of the packaging so that we can resell the product.

11 **REFUNDS**

11.1 You will be notified by e-mail of any refund (including as a result of a cancellation of your order) within a reasonable period of time.

11.2 Refunds will usually be made using the same means as the original payment method e.g. credit card refunds can only be made to the original card of purchase. We will aim to process refunds for any sum that has been paid by you for product(s) which have been returned to us undamaged as soon as reasonably practicable (subject always to quicker refund periods as may be dictated by our e-wallet/payment providers) and in any event no later than:

11.2.1 14 (fourteen) days after the day on which we received the returned product(s); or

11.2.2 14 (fourteen) days after the day on which you informed us of the cancellation.

12 **YOUR LEGAL RIGHTS**

You will always have statutory rights in relation to products that are faulty, damaged or not as described. These statutory rights are not affected by these terms.

13 **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

13.1 **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.

13.2 **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 (including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and, for defective products under the Consumer Protection Act 1987).

13.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14 **GOVERNING LAW AND DISPUTES**

14.1 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

14.2 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to submit the dispute for online resolution to the [European Commission Online Dispute Resolution platform](#).

These terms and conditions were last updated in January 2017.