

Terms of Sale (consumers)

by SEQ Legal

Terms of Sale

(1) Introduction

Please read these terms of sale carefully.

You will be asked to expressly agree to these terms of sale before you place an order for products from our website.

(2) Interpretation

In these terms of sale, “we” means Kinematicgp and “us” and “our” will be construed accordingly; and “you” means our customer or potential customer for products (and “your” will be construed accordingly).

(3) Order process

The advertising of products on our website constitutes an “invitation to treat”; and your order for products constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to purchase products from us, you will need to take the following steps:

(a) you must add the products you wish to purchase to your shopping cart, and then proceed to the checkout, and confirm your order and your consent to these terms of sale;

(b) you will be transferred to the PayPal website, and PayPal will handle your payment; we will then send you an initial acknowledgement;

(c) once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order).

We will not file a copy of these terms of sale specifically in relation to your order. We may update the version of these terms of sale on the website from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these terms of sale for your records.

(4) Price and payment

Prices for products are quoted on our website. The website contains a large number of products and it is always possible that some of the prices on the website may be incorrect. We will verify prices as part of our sale procedures so that a product's correct price will be stated (when you pay for the product).

In addition to the price of the products, you have to pay a delivery charge for international shippings.

Payment must be made straight to our bank account. We may withhold the products and/or cancel the contract between us if the price is not received from you in full in cleared funds.

The prices on the website include all value added taxes.

Payment for all products must be made by PayPal or debit card.

Prices for products are liable to change at any time, but changes will not affect contracts which have come into force.

Without prejudice to our other rights, if you submit an unjustified credit card, debit card or other charge-back, then we may terminate any contracts between you and us under these terms of sale by sending you an email.

For the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back.

(6) Your warranties

You warrant to us that:

- (a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms of sale;
- (b) the information provided in your order is accurate and complete;
- (c) you will be able to accept delivery of the products;
- (d) you are at least 18 years of age.

(7) Delivery policy

We will arrange for the products to be delivered to the address for delivery indicated in your order.

We will use reasonable endeavours to deliver products on or before the date for delivery set out in our order confirmation or, if no date is set out in our order confirmation, within 3 days of the date of our order confirmation. However, we cannot guarantee delivery by the relevant date. We do however guarantee that unless there are exceptional circumstances all deliveries of products will be dispatched within 15 days of the later of receipt of payment and the date of our order confirmation.

(8) Risk and ownership

The products will be at your risk from the time of delivery. Ownership of the products will only pass to you upon the later of:

- (a) delivery of the products; and
- (b) receipt by us of full payment of all sums due in respect of the products (including delivery charges).

(9) "Cooling off" period

Under the Distance Selling Regulations, you may cancel a distance contract to purchase a product or products from us at any time within 7 working days after the day you received the relevant products or products (subject to the limitations set out below).

In order to cancel a contract in this way, you must give to us written notice of cancellation.

[You will not have any such right insofar as a contract relates to the products which have been unsealed by you;

If you cancel a contract on this basis, you must promptly return the products to us, in the same condition in which you received them.

If you cancel a contract on this basis, you will be refunded in full (excluding the cost of sending the products to you).

If you cancel a contract on this basis and you do not return the products to us, we may recover the products and charge you for the costs we incur in doing so. Similarly, if you return the products at our expense, we may pass that expense on to you.

(10) Statutory rights

Nothing in these terms of sale affects your statutory rights (including your right to receive a refund in respect of any defective product we sell to you).

(11) Refunds

If you cancel a contract and are entitled to a refund, we will usually refund any money received from you using the same method originally used by you to pay for your purchase. We will process the refund due to you as soon as possible and, in any event, within 30 days of the day we received your valid notice of cancellation.

(12) Limitations and exclusions of liability

Nothing in the terms of sale will: (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party; (c) limit or exclude any liability of a party under Section 12, 13, 14 or 15 of the Sale of Goods Act 1979 or Part I of the Consumer Protection Act 1987; (d) limit any liability of a party in any way that is not permitted under applicable law; or (e) exclude any liability of a party that may not be excluded under applicable law. Any statutory rights which you have as a consumer, which cannot be excluded or limited, will not be affected by the terms of sale.

The limitations and exclusions of liability set out in this Section and elsewhere in the terms of sale: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms of sale or in relation to the subject matter of the terms of sale, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.]

[We will not be liable to you in respect of any losses arising out of any event or series of events beyond our reasonable control.]

[We will not be liable to you in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.]

(13) General terms

We will treat all your personal information that we collect in connection with your order in accordance with the terms of our [privacy policy](#); use of our website will be subject to our website [terms of use](#).

Contracts under these terms of sale may only be varied by an instrument in writing signed by both you and us. We may revise these terms of sale from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these terms of sale is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these terms of sale, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these terms of sale.

You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these terms of sale. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these terms of sale, at any time – providing such action does not serve to reduce the guarantees benefiting you under these terms of sale.

Each contract under these terms of sale is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

Subject to the first paragraph of Section [12]: these terms of sale contain the entire agreement and understanding of the parties in relation to the purchase of products from our website, and supersede all previous agreements and understandings between the parties in relation to the purchase of products from our website; and each party acknowledges that no representations not expressly contained in these terms of sale have been made by or on behalf of the other party in relation to the purchase of products from our website.

These terms of sale will be governed by and construed in accordance with English law, and the courts of England and Wales will have exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.

(14) About us

Our full name is KinematicGP

Our email address is kinematicgp@icloud.com