



TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these Conditions

- 1.1 'Buyer' means the person who buys or agrees to buy the products from the Seller.
- 1.2 'Conditions' means the Terms and Conditions of sale as set out in this document and any special Terms and Conditions agreed in writing by the Seller
- 1.3 'Delivery Date' means the date specified by the Seller when the goods are to be delivered. For Mainland Britain goods will be delivered within 2 working days of an order being placed. For all other deliveries, goods will be delivered with 5 working days.
- 1.4 'the Products' means the products which the Buyer agrees to buy from the Seller
- 1.5 'Price' means the price of the goods excluding carriage, packing, insurance, VAT and any similar tax.
- 1.6 'Seller' means id skincare Limited.
- 1.7 'Territory' is United Kingdom (UK)

2. CONDITIONS

- 2.1 These conditions shall apply to all our contracts for the sale of Products by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms of conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Products shall be deemed to be an offer by the Buyer to purchase the Products pursuant to these conditions and unless otherwise agreed in writing by the Seller no Products are sold on a sale or return basis.
- 2.3 Acceptance of delivery of Products shall be deemed to be conclusive evidence of the Buyers acceptance of these conditions.
- 2.4 Any variation to these conditions including any special terms and conditions agreed between the parties shall be inapplicable unless agreed in writing by or on behalf of the Seller.

3. THE PRICE AND PAYMENT

- 3.1 The price shall be the price quoted by the seller upon receipt of an order from the buyer. The prices exclusive of VAT which shall be due at the rate ruling on the date of the Sellers invoice.
- 3.2 Payment of the sum specified on the invoice shall be due on the date of the invoice.
- 3.3 No goods will be dispatched until paid for in full.

4. APPLICATION AND SALE

- 4.1 The Products are sold to the Buyer for the application of treatments or resale to UK consumers only and the Buyer shall not be entitled to resell to trade buyers, wholesalers, or any other retailer.

- 4.2 The Buyer shall not be entitled to sell or advertise the products via the internet without the written authorisation of the Seller.
- 4.3 Products are supplied to the Buyer subject to the Buyer's compliance with the id skincare Selective Distribution Policy as may be notified to the Buyer from time to time.

5. THE PRODUCTS

The quality and description of the products shall be as set out in the Sellers quotation.

6. WARRANTY AND LIABILITY

The Seller warrants that the products will, at the time delivery, correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (As defined in the Unfair Contracts Terms Act 1977 Section 12). All other warranties, conditions or terms related to fitness for purpose, merchantability or condition of the products and whether implied by the statute or common law or otherwise are excluded.

7. DELIVERY OF THE PRODUCTS

Delivery of the Products shall be made to the Buyers address on the delivery date. The Buyer shall make all arrangements necessary to take delivery of the Products whenever they are intended for delivery.

8. ACCEPTANCE OF THE PRODUCTS

- 8.1 The Buyer shall be deemed to have checked and accepted the Products 48 hours after delivery to the Buyer.
- 8.2 After acceptance the Buyer shall not be entitled to reject Products which are not in accordance with the contracts.
- 8.3 In the event that the Buyer wishes to claim for damage in transit the Buyer shall keep all damaged cartons and other packaging for inspection by the carriers.

9. TITLE AND RISK

- 9.1 The Products shall be at the Buyers risk as from delivery.
- 9.2 In spite of delivery having been made, Property in the products shall not pass from the Seller until:
 - 9.2.1 the Buyer shall have paid the invoice in full, and
 - 9.2.2 no other sums whatsoever shall be due from the Buyer to the Seller
- 9.3 Until property in the Products passes to the Buyer in accordance with Clause 9.2 the Buyer shall hold the Products on a fiduciary basis as bailee for the Seller. The Buyer shall store the Products (at no cost to the Seller) separately from all other products in its possession and mark them in such a way that they are clearly identified as the Seller's Property.
- 9.4 Notwithstanding that the Products remain the property of the Seller, the Buyer may sell or use them in the ordinary course of the Buyer's business at full market value for the account of the Seller and any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Products passes from the Seller the entire proceeds of sale or otherwise of the Products shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and should be at all material times identified as the Seller's Property.
- 9.5 The Seller shall be entitled to recover the price (plus VAT) notwithstanding the property if any of the Products has not passed from the Seller
- 9.6 Until such time as property in the Products passes from the Seller, the Buyer shall upon request deliver up such of the Products as have not ceased to be in existence or re-sold to the Seller. If the Buyer fails to do so the SELLER MAY ENTER INTO ANY PREMISES OWNED, OCCUPIED OR CONTROLLED BY THE Buyer where the Products are situated and re-possess the products. On the making of such requests the rights of the Buyer under Clause 9.4 shall cease.

- 9.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Products which are the property of the Seller if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable without further demand.
- 9.8 The Buyer shall ensure and keep the Products insured to the full price against normal comprehensive risks to the reasonable satisfaction of the Seller until the date that the property in the Product passes from the Seller and shall whenever requested by the Seller produce a copy of the Policy of insurance. Without prejudice to the other rights of the Seller if the buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

10. REMEDIES OF THE BUYER

- 10.1 Where the Buyer rejects any Products then the Buyer shall have no further rights whatsoever in respect of the supply to the Buyer of such Products or the failure by the Seller to supply Products which conform to the Contract of Sale.
- 10.2 The Seller shall not be liable to the Buyer for the late delivery or short delivery of the Products, or Products damaged while in the buyers possession.
- 10.3 If products are faulty then the Buyer should inform the Seller as soon as possible, a full refund will be given for any faulty goods, within 48 hours of them being returned to the Seller.
- 10.4 If the Buyer changes their mind they should inform the seller within 24 hours from the delivery date. A full refund will be given within 48 hours of the goods being returned in their original condition.

11. PROPER LAW OF CONTRACT

This Contract is subject to the law of England and Wales.