

**STANDARD TERMS AND CONDITIONS
FOR SUPPLY OF GOODS AND SERVICES FOR TRADE CUSTOMERS**

OF

collagencapsules.net

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;
- 1.2 "Customer" means the organisation or person who purchases goods and services from the Supplier;
- 1.3 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.4 "Specification Document" means a statement of work, quotation, purchase order form, invoice or other similar document describing the goods and services to be provided by the Supplier. All Specification Documents shall be subject to these Terms and Conditions.
- 1.5 "Supplier" means collagencapsules.net

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of goods and services by the Supplier to the Customer.
- 2.3 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.
- 2.4 You confirm that you have internet access to locate the terms and conditions contained herein and as may be amended in the future and emailed to the address you have provided. We reserve the right to change these terms and conditions at any time. It is your responsibility to read the terms and conditions on each occasion you place an order and your continued ordering shall signify your acceptance to be bound by the latest terms and conditions
- 2.5 As a trade customer, you confirm that you have the authority to bind any business on whose behalf you place orders with collagencapsules.net
- 3.8 Should collagencapsules.net determine that the customer or its servants or agents have brought collagencapsules.net Directors, staff, brands, or products into disrepute collagencapsules.net reserve their right to refuse future supply of goods or services.

3 PRICE AND PAYMENT

- 3.1 The price for the supply of goods and services are as set out in the Specification Document. The prices stated on a Specification Document may not be the same for subsequent orders. See 3.9
- 3.2 All payments are required in advance of delivery. Orders will not be dispatched until cheques have cleared. Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.
- 3.3 The customer is required to order in writing to Cosmederma via email excel order sheet..
- 3.4 Acceptance of your order and the completion of the contract between you and us will take place on receipt of your purchase order according to the provisions in 3.3 unless in the unlikely event Cosmederma notify you that the order acceptance is not possible. If your order is deemed a "special order" - see 3.5 we will aim to notify you within 3 working days from the receipt of your order that this is the case and you will be required to confirm your acceptance of this order and its completions becomes a contract between us.
- 3.5 "Special orders" are the status awarded to orders for large bulk orders or products not normally stocked in the U.K In this case you will be notified that your order is deemed by collagencapsules.net to be special and will be subject to additional/different cancellation terms. See 8.4
- 3.6 The minimum order value is £250.00 these minimums do not include delivery or VAT. Products ordered out of stock will be removed from the order, products can not be put on back order.

- 3.7 Payment methods include: bank transfer, company cheque, credit/debit cards. The customer is liable for all payment/banking charges.
- 3.8 collagencapsules.net reserves the right to exercise its statutory right to claim interest and compensation for debt recovery costs under the relevant late payment legislation should payment not be settled according to agreed terms.
- 3.8 collagencapsules.net reserves the right to change its prices at any time without notice, it is the buyers responsibility to check the currant price of all products before ordering. To request a currant price list please email price@collagencapsules.net

4 SPECIFICATION OF THE GOODS

All goods shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

5 DELIVERY

- 5.1 All orders are subject to a delivery charges. Orders can not be picked up from our premises. If the customer does not take delivery of the order for any reason and the order is sent back to us for re-delivery then delivery will be charged again.
- 5.2 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods.
- 5.3 All risk in the goods shall pass to the Customer upon delivery.
- 5.4 Risk of loss and damage of products passes to you on the date when the products are delivered or on the date of first attempted delivery by the delivery company.

6 DAMAGES, QUERIES, MISSING PRODUCTS

- 6.1 Any goods received damaged must be reported by telephone or email within 48hrs of receipt of the goods. Failure to do so will result in the goods being deemed satisfactory and no liability for a replacement shall arise on collagencapsules.net.
- 6.2 Any goods missing must be reported by telephone or email within 48hrs of receipt of the goods. Failure to do so will result in the goods being deemed present and no liability for supply shall arise on collagencapsules.net.
- 6.3 Any replacements will only be issued after customer has returned originals together with a returns number issued by collagencapsules.net
- 6.4 No replacements or refunds will be given for products returned by the customer that were in turn returned to them by their customer. It is anticipated that in the course of any business there will always be a small number of end-customers that might not be happy with the goods they have purchased. It will be the prerogative of the customer to replace, refund or make good their customers accounts if they deem fit. In the unlikely event where there is a return due to a product manufacturing fault see 6.3

7 CANCELLATION OF AN ORDER

- 7.1 In the case of an order being cancelled before despatch, collagencapsules.net reserve the right to charge 15% of the total value of the order to cover restocking and administration.
- 7.2 Orders can not be cancelled or refunded after being accepted by the customer.
- 7.3 Training courses require 2 weeks notice in writing to cancel, you will be offered an alternative place on a future course at no extra charge. Deposits and payments for training are non refundable.
- 7.4 Where a "special order" is cancelled prior to or after delivery or if delivery is refused or not possible the customer agrees to pay for the order in full.

8 CUSTOMER`S OBLIGATIONS

- 8.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:
- 8.1.1 co-operate with the Supplier;
 - 8.1.2 provide the Supplier with any information reasonably required by the Supplier;
 - 8.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services; and
 - 8.1.4 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.
- 8.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 7.1.
- 8.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:
- 7.4.1 the Supplier shall have no liability in respect of any delay to the completion of any project;
 - 7.4.2 if applicable, the timetable for the project will be modified accordingly;
 - 7.4.3 the Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

9 INDEMNIFICATION

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any goods and/or services provided by the Supplier in accordance with the Specification Document infringes a patent, copyright or trade secret or other similar right of a third party.

10 LIMITATION OF LIABILITY

- 10.1 Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.
- 10.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
- 10.3 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees.
- 10.4 Cosmederma Ltd will use reasonable endeavours to verify the accuracy of information on marketing materials, and websites but makes no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the products or associated services.

11 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

- 11.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of the resale or promotion of and products bought from collagencapsules.net shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by our licensors. You agree to withdraw any and all of the material after proper notification from us without any course of explanation. You agree to show collagencapsules.net all drafts of written brochures containing the material before going to print for our perusal and making any possible changes that may be necessary.

12 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

13 INDEPENDENT CONTRACTORS

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided.

14 ASSIGNMENT

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

15 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

16 WAIVERS

No delay or failure by collagencapsules.net to exercise any powers, rights, or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. For any waiver to be effective must be in writing and signed and stamped by an authorised representative of collagencapsules.net

18 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

19 NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

20 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.