

Version: April 2020

1. Interpretation

1.1 The following definitions shall have the following meanings:

- “the Customer”** means the person purchasing goods from the Supplier;
- “Force Majeure Event”** means an event beyond the reasonable control of the Supplier, including strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, inability to procure materials or articles except at increased prices or default of agents, suppliers or subcontractors;
- “the Goods”** mean the goods that the Supplier is to supply to the Customer in accordance with these terms;
- “the Supplier”** means Mione Explores Vegan (company number: [NUMBER]) whose registered office is at 20 Rosebery Avenue, Colchester, Essex, CO1 2UJ.;
- “these terms”** means these terms and conditions as amended from time to time in accordance with clause 2.2;
- “Working Day”** means a day other than a Saturday, Sunday or public holiday in England when clearing banks in London are open for business.

1.2 The rules of interpretation in this clause 1 apply in these terms.

1.3 Clause headings do not affect the interpretation of these terms.

1.4 Except where a contrary intention appears, a reference to a clause is a reference to a clause of these terms.

1.5 Unless otherwise specified, a reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 A person includes a corporate or unincorporated body.

1.7 Writing or written includes faxes, but not email.

1.8 Any obligation in these terms on a person not to do something includes an obligation not to agree or allow that thing to be done.

- 1.9 Unless the context otherwise requires, (a) words in the singular shall include the plural and in the plural shall include the singular and (b) a reference to one gender shall include a reference to the other genders.
- 1.10 Any words following the terms “including”, “include”, “in particular” or “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. Basis of the Sale

- 2.1 The Supplier contracts on these terms only, and acceptance by the Supplier of any order from a Customer shall be upon these terms and shall override any other terms and conditions stipulated or incorporated by the Customer in its order or in any negotiations, or which are implied by trade, custom, practice or course of dealing.
- 2.2 Variations or representations will only be binding on the Supplier if confirmed in writing by an authorised officer of the Supplier.
- 2.3 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.
- 2.4 [No contract for the sale of goods shall be concluded until the Supplier has issued an "Acknowledgement of Order".]
- 2.5 When ordering products for delivery outside of the EU, the Customer may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by the Customer. The Supplier has no control over these charges. Customs policies vary widely from country to country, so the Customer should contact his or her local customs office for further information. Additionally, please note that when ordering, the Customer is considered the importer of record and must comply with all laws and regulations of the country in which the products are to be received. Customers' privacy is important: international customers should be aware that cross-border deliveries are subject to opening and inspection by customs authorities.
- 2.6 The Supplier does not sell products for purchase by children. If the Supplier sells children's products, they are only for purchase by adults. If the would-be Customer is under 18, he or she may only place orders via a parent or guardian.

3. The Goods

- 3.1 The Supplier reserves the right to make substitutions and modifications to the specifications of the Goods, provided that this does not materially affect their performance.
- 3.2 Unless expressly indicated otherwise, the Supplier is not the manufacturer of the products sold on its website. While the Supplier aims to ensure that product information on its website is correct, actual product packaging and materials may contain different and/or more detailed information to that displayed on its website. All information about the products on the Supplier's website is provided for information purposes only. The

Supplier recommends that the Customer does not rely solely on the information presented on its website. Please always read labels, warnings and directions provided with the goods before use.

4. Price

- 4.1 The price of the Goods is as stated on our website and is inclusive of Value Added Tax at the appropriate rate.
- 4.2 Where carriage, insurance, storage or other charges are shown separately from the price of Goods, they are nevertheless payable by the Customer at the same time as if they form part of the price and shall be treated as such for the purposes of these terms.
- 4.3 The Supplier shall invoice the Customer at delivery or afterwards.

5. Cancellation

- 5.1 The Customer has a right of cancellation (cooling-off period) in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, except where one of the exceptions apply. The statutory right to cancel the order without giving any reason applies within 14 days from the day on which the Customer received the goods ordered (or the last of a batch if it relates to goods delivered separately, except for subscriptions) or from the day of the conclusion of the contract, in the case of services or digital content not supplied in a tangible medium (e.g. CD or DVD). The Customer must inform the Supplier of the decision to cancel the order. To meet the cancellation deadline, it is sufficient for the Customer to (a) send the communication before the 14 days' cancellation period has expired and (b) then return the item within 14 days of communicating such cancellation decision. The cost of the return of the goods is to be borne by the Customer. The exceptions to this statutory right of cancellation are for goods that:
 - 5.1.1 are shrink-wrapped and/or sealed data media (e.g. CDs, DVDs and software CD-ROMs) where the Customer has opened them (i.e. broken the shrink-wrap or security seal);
 - 5.1.2 have a short shelf life (for example fresh food);
 - 5.1.3 are not suitable for return due to health protection or hygienic reasons if unsealed by the Customer after delivery;
 - 5.1.4 are a service if the Supplier has fully performed it and the Customer accepted when he or she placed the order that the Supplier could start to deliver it, and that the Customer then could not cancel it once delivery had started;
 - 5.1.5 are the supply of digital content (e.g. apps, digital software, ebooks, MP3) which is not supplied on a tangible medium (e.g. not on a CD or DVD) if the Customer accepted when he or she placed the order that the Supplier could start to deliver it, and that the Customer then could not cancel it once delivery had started;
 - 5.1.6 are the delivery of newspapers, journals or magazines (with the exception of subscription contracts);

- 5.1.7 are the supply of alcoholic beverages whose actual value is dependent on fluctuations in the market which the Supplier cannot control; or
 - 5.1.8 have been made to the Customer's specifications, altered or clearly personalised for the Customer (or example a pair of trousers that has been shortened) and, as a result, are incapable of being returned to the Supplier.
- 5.2 In the event of cancellation in accordance with clause 5.1, the Supplier will reimburse all payments received from the Customer for the goods purchased and will also reimburse delivery charges for the least expensive type of delivery offered by the Supplier, no later than 14 days from the day on which the Supplier received the cancellation communication. The Customer will not be charged any fee for such reimbursement. The Supplier may delay reimbursement until it has received the goods back or evidence of the Customer's having sent back the goods, whichever is the earliest. The Customer may be liable for a deduction from such full reimbursement if the value of the goods returned is diminished due to the handling of the goods by the Customer, e.g. for unnecessary damage to the packaging (except where it was necessary to establish the nature, characteristics and functioning of the goods).
- 5.3 Except in accordance with the right of cancellation contained in clause 5.1, the Customer may not cancel the contract [without the written consent of the Supplier]. [If such consent is given, it is made on the express condition that the Customer shall pay the Supplier a reasonable sum in respect of its loss arising out of such cancellation, unless otherwise agreed in writing, such amount to be confirmed as acceptable by the Customer before such cancellation shall take effect. This alternative right of cancellation is without prejudice to the Customer's statutory rights.]

6. Payment

- 6.1 Payment shall be made ordering the Goods, but the Supplier reserves the right to require payment for the Goods prior to delivery or dispatch. Time for payment shall be of the essence of the Contract.
- 6.2 In the case of overdue payment, the Supplier may charge interest to the Customer on the amount overdue calculated on a daily basis at the rate of [2%] per month without prejudice to any other rights of the Supplier. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 6.3 [Where the Supplier has agreed that the Goods may be paid for by instalments, any failure by the Customer to pay an instalment when due shall entitle the Supplier to treat such failure as the Customer's repudiation of the whole contract without prejudice to its other rights to recover damages for that breach.]
- 6.4 Notwithstanding the provisions of clause 6.1 [and any instalment basis agreed], upon the occurrence of any event under clause 12.1 any period of credit allowed for the Customer on any contract with the Supplier, whenever made, shall cease to apply and payment for all Goods shall be or be deemed to have become due forthwith on such occurrence.

7. Delivery

- 7.1 The Supplier may deliver by instalments and may treat each delivery as a separate contract.
- 7.2 If the Supplier requires the Customer to return any packaging material to the Supplier, the Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Return of packaging materials shall be at the Supplier's expense.
- 7.3 If a date is quoted for the Goods' delivery, it is only an estimate. Time of delivery is not of the essence. The Supplier will have no liability for delays in delivery caused by either a Force Majeure Event or the failure of the Customer to give adequate delivery instructions or other relevant instructions to the Supplier.

8. Retention of Title

- 8.1 Property in the Goods shall not pass to the Customer until the Customer has paid to the Supplier all sums owed (under this or any other contract) by the Customer to the Supplier. The Goods shall be at the risk of the Customer on completion of delivery.
- 8.2 Until property in the Goods has passed to the Customer, the Customer shall:
 - 8.2.1 not pledge the Goods or documents of title thereon or allow any lien to arise thereon;
 - 8.2.2 notify the Supplier immediately if it becomes subject to any of the events listed in clause 12.1;
 - 8.2.3 store the Goods in a manner that makes them readily identifiable as the goods of the Supplier;
 - 8.2.4 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 8.2.5 maintain the Goods in satisfactory condition;
 - 8.2.6 not deal with or dispose of the Goods or documents of title thereto or any interest therein; and
 - 8.2.7 not hold itself out as the Supplier's agent in respect of the Goods.
- 8.3 If payment of any sum is overdue the Supplier shall have the right to commence proceedings against the Customer for the price, notwithstanding that property in the Goods has not yet passed to the Customer.

9. Warranties (sale of goods)

- 9.1 The Supplier warrants that on delivery the Goods are[, and for a period of [12] months after ("the Warranty Period") they will remain,] (a) of satisfactory quality (within the meaning of the Sale of Goods Act 1979), (b) free from any material defect in design, workmanship and materials and (c) correspond with any agreed written specification, but the Supplier's liabilities under this warranty shall be limited to making available free of charge the labour and materials required to make good any such defects or (at the

Supplier's option) replacing any defective Goods. The Supplier's liability under this warranty is also conditional upon the following and these terms shall apply to any repaired or replacement Goods supplied by the Supplier under this clause:

- 9.1.1 written notice of the defect being given to the Supplier within [14 days] after discovery of the same and in any event within [the Warranty Period **OR** [3] months after either the date of delivery or the date on which the Customer was informed that the Goods are ready for delivery, whichever first occurs];
 - 9.1.2 the Goods having been properly installed, stored and used by the Customer prior to the defect occurring;
 - 9.1.3 the defect not arising due to the Customer's failure to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - 9.1.4 the defect not arising as a result of the Supplier following any drawing, design or specification supplied by the Customer in the manufacture of the Goods;
 - 9.1.5 the defect not arising as a result of fair wear and tear, wilful damage or negligence;
 - 9.1.6 the Goods not having been subjected to any repair (without the Supplier's consent), modification or abnormal or improper use; and
 - 9.1.7 the Goods having been returned at the Supplier's request, but at the Customer's expense, for inspection.
- 9.2 The warranty contained in clause 9.1 is without prejudice to the Customer's statutory rights.

10. Limitation of Liability

- 10.1 Save as provided under the Unfair Contract Terms Act 1977 and notwithstanding the warranty contained in clause 9.1, the Supplier will not be responsible for (i) losses that were not caused by any breach on its part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both the Supplier and the Customer when the contract for the sale of goods was formed.
- 10.2 Nothing in these terms excludes or limits liability for (a) death or personal injury caused by the negligence or (b) fraudulent representations or (c) wilful misconduct in each case of or by the Supplier or any of its employees or agents.

11. Force Majeure

- 11.1 The Supplier shall bear no liability for loss, damage or delay howsoever arising by a Force Majeure Event, and in these circumstances may suspend or cancel the whole or part of any delivery. The Supplier shall endeavour to notify the Customer as quickly as reasonably possible if a Force Majeure Event occurs.
- 11.2 If the Force Majeure Event prevents the Supplier from providing any of the Goods for more than 4 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this contract immediately by giving written notice to the other party.

11.3 This clause does not affect the Consumer's right to have the products sent within a reasonable time.

12. Default

12.1 Without prejudice to any other rights it may have and without prejudice to the provisions of clause 8, the Supplier may, by notice to the Customer, terminate any contract between the Customer and Supplier forthwith and/or immediately recover from the Customer all sums due from the Customer under any contract with the Supplier (notwithstanding any period of credit which may have been allowed) together with any accrued interest if:

12.1.1 any payment due by the Customer to the Supplier is overdue in whole or in part;

12.1.2 the Customer commits any breach of any of the terms of any contract with the Supplier and, if the breach is remediable, fails to remedy that breach within 14 days after receipt of notice in writing to do so;

12.1.3 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;

12.1.4 the Customer commences negotiations with its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

12.1.5 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

12.1.6 the Customer (being an individual) has a petition in bankruptcy entered against him, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

12.2 Where the Customer is situated outside of the United Kingdom, the Supplier shall be entitled to terminate the contract and/or recover all sums due pursuant to clause 12.1 if any event occurs in relation to the Customer that is analogous to the events described in clauses 12.1.3 to 12.1.6.

12.3 Without limiting its other rights or remedies, the Supplier may suspend all further deliveries of Goods if the Customer fails to pay any amount due on the due date for payment, the Customer becomes subject to any of the events listed in clause 12.1, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

12.4 On termination of a contract for any reason:

- 12.4.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 12.4.2 the Customer shall return all of the Supplier's Goods that have not been paid for in full. Until their return, the Customer shall be responsible for keeping them safe and will not use them;
- 12.4.3 termination will be without prejudice to the parties' accrued rights; and
- 12.4.4 any clauses in these terms that expressly or by implication continue to have effect after termination shall continue in full force and effect.

13. Miscellaneous

- 13.1 No waiver by the Supplier of any breach of contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision of the contract.
- 13.2 The parties agree to be bound by these terms, which they consider to be reasonable. If any clause of these terms is held by any Court or competent authority as invalid or unenforceable in whole or in part the validity of the remainder of these terms and of the remainder of the provisions in question shall not be affected thereby.
- 13.3 The Customer shall not assign or transfer any contract to which these terms apply nor the benefit thereof to any person whatsoever.
- 13.4 These terms constitute the entire agreement and understanding of the parties and supersede any previous agreement or understanding between them relating to the subject matter of these terms. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier that is not set out in these terms.
- 13.5 Any notice given under these terms must be in writing and delivered to the recipient at the address of (a) in the case of the Supplier, its registered office or its principal place of business and (b) in the case of the Customer, his or her last known residential address, or at such other address as has been notified to the sender previously in writing for the purpose of this clause.
- 13.6 A notice given under these terms shall be validly served if sent by email.
- 13.7 A person who is not a party to these terms may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 13.8 These terms shall be governed by and construed in accordance with the laws of England and each of the parties hereto submits to the jurisdiction of the English Courts as regards any claim or matter arising under these terms.