

TERMS AND CONDITIONS OF SALE TO CONSUMERS ONLY

1. Sale of Goods and/or Supply of Services

1.1 The Company (Drugasar Ltd, Deans Road, Swinton, Manchester M27 0JH; co. no. 01072512) shall sell the Goods and/or supply Services described overleaf to you, the Customer.

1.2 No contract exists between you, the Customer, and the Company for the sale of any Goods and/or supply of Services until the Company has received and accepted your order and sends you confirmation in writing or by email to the address or email address you have given. Once the Company does so, there is a binding legal contract between us.

1.3 The contract is subject to your right of cancellation (see below).

1.4 The Company may change these terms of sale without notice to you in relation to future sales

2. Price and Payment

2.1 The description of the Goods and/or Services you order will be as shown in the Company's current catalogue or on its website at the time you place your order.

2.2 The Goods are subject to availability. If on receipt of your order the Goods you have ordered are not available in stock, the Company will inform you as soon as possible, and refund or recredit you for any sum that has been paid by you or debited from your credit card for the Goods.

2.3 Every effort is made to ensure that prices shown in the Company's current catalogue or shown on its website are accurate at the time you place your order. If an error is found, the Company will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel, the Company will refund or recredit you for any sum that has been paid by you or debited from your credit card for the Goods.

2.4 In addition to the price, you will be required to pay a delivery charge for the Goods, as shown in the section of the Company's catalogue or website about delivery.

2.5 The price of the goods and delivery charges are inclusive of VAT.

2.6 The price for the Goods and/or Services shall be stated overleaf and is payable upon your placing the order, unless otherwise stipulated by the Company.

Payment for the Goods and/or Services and delivery charges can be made by any method shown in the Company's current catalogue or shown on its website at the time you place your order

3 Delivery

3.1 The Goods you order will be delivered to the address you give when you place your order, except that deliveries are not made outside the United Kingdom, and some parts of the United Kingdom are not covered, as shown in the Company's current catalogue or on its website at the time you place your order. Services will be performed at this address.

3.2 If delivery cannot be made to your address, the Company will inform you as soon as possible, and refund or recredit you for any sum that has been paid by you or debited from your credit card for delivery.

3.3 If there is no one at the address given who is competent to accept delivery of the Goods, you will be notified of an alternative delivery date or a place to collect the Goods.

3.4 Every effort will be made to deliver the Goods/perform the Services as soon as possible after your order has been accepted, and in any event within 30 days of your order. However, the Company will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery. In this case, the Company will inform you as soon as possible.

3.5 You will become the owner of the Goods you ordered and responsible for risk of loss of or damage to them once they have been delivered to you.

4 Your right of cancellation

4.1 You have the right to cancel the contract at any time up to the end of seven working days after you receive the Goods (see below). A working day is any day other than weekends and bank or other public holidays.

4.2 To exercise your right of cancellation, you must give written notice to the Company by hand or post, fax or email, at the address, fax number or email address shown below, giving details of the Goods ordered and (where appropriate) their delivery.

4.3 If you exercise your right of cancellation after the Goods have been delivered to you, you will be responsible for returning the Goods to the Company at your own cost. The Goods must be returned to the address shown below. You must take reasonable care to ensure the goods are not damaged in the meantime or in transit.

4.4 Once you have notified the Company that you are cancelling the contract, the Company will refund or recredit you within 30 days for any sum that has been paid by you or debited from your credit card for the Goods.

4.5 If you do not return the Goods as required, the Company may charge you a sum not exceeding the direct costs of recovering the goods.

5 Warranty

5.1 All Goods supplied by the Company are warranted free from defects for 12 months from the date of supply. This warranty does not affect your statutory rights as a consumer. In the case of the Services the Company warrants that the Services will be carried out with reasonable care and skill and the Company will reperform the Services within 12 months from the date of supply should they not be so carried out.

5.2 This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by the Company, failure to follow the Company's instructions, or any alteration or repair carried out without the Company's approval.

5.3 If the Goods supplied to you develop a defect while under warranty, or you have any other complaint about the goods, you should notify the Company in writing at the address, fax number or email address shown below.

6 Data protection

6.1 The Company will take all reasonable precautions to keep the details of your order and payment secure, but unless the Company is negligent, the Company will not be liable for unauthorised access to information supplied by you.

6.2 The Company will only use the information you provide about yourself for the purpose of fulfilling your order, unless you agree otherwise. The Company would like to notify you of products and offers that may be of interest to you from time to time, and if you would like to be notified of these, please tick the box below. You can correct any information about you, or ask for information about you to be deleted, by giving written notice to the Company at the address, fax number or email address shown below.

7 Applicable law

These terms of sale and the supply of the goods will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the contract.