



## STANDARD TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS

### BACKGROUND AND IDENTITY:

These Terms and Conditions are the standard terms for the sale of Products by KM Effects, a Private Limited Company, registered in England under number 6348522, VAT number 930 937 415, whose registered address is 104 Southover, London N12 7HD and whose main trading address is Units 17-20, Olds Close, Watford, Herts WD18 9RU.

### 1. Definitions and Interpretation

1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Business Day”</b>	means, any day other than a Saturday, Sunday or bank holiday;
<b>“Products”</b>	means the Products which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Acceptance);
<b>“Price”</b>	means the price payable for the Products;
<b>“Order”</b>	means your order for the Products as shown overleaf;
<b>“Order Confirmation”</b>	means Our acceptance and confirmation of your Order as described in Clause 2;
<b>“We/Us/Our”</b>	means KM Effects, a Private Limited Company, registered in England under number 6348522, whose registered address is 104 Southover, London N12 7HD and whose main trading address is Units 17 - 20, Olds Close, Watford, Herts WD18 9RU.

2. Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message or other means.

### 2. The Contract

1. These Terms and Conditions govern the sale of Products by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.
2. Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept.
3. A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in the form of an invoice.
4. We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
  1. The main characteristics of the Products;
  2. Our identity (set out above in Clause 1) and contact details (set out below in Clause 10);
  3. The total Price for the Products including taxes or, if the nature of the Products is such that the Price cannot be calculated in advance, the manner in which it will be calculated;

4. Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
5. Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Products;
6. Our complaints handling policy;
7. We shall ensure that you are aware of Our legal duty to supply Products that are in conformity with the Contract;
8. Where applicable, details of after-sales services and commercial guarantees;

### 3. **Description and Specification of Products**

1. If you receive any Products that do not conform to the specification in your original Order you may return those Products to Us as provided in Clause 8.
2. Bespoke Products are available from Us. If you Order bespoke Products from Us, We will produce those Products to your specifications and requirements.
3. When placing an Order for bespoke Products, please ensure that all information that you provide to Us is correct, accurate and complete. We cannot accept the return of any bespoke Products if the return is due to incorrect information provided by you. Please note that this does not affect your legal rights (including but not limited to those described in these terms and conditions).

### 4. **Orders**

1. All Orders for Products made by you will be subject to these Terms and Conditions.
2. We will only accept changes to Orders if We are reasonably able to accommodate your request without additional work. Requests to change Orders need to be made in writing.
3. If your Order is changed, We will inform you of any change to the Price in writing.
4. We may cancel your Order at any time before We despatch the Products in the following circumstances:
  1. An event outside of Our control continues for more than 5 working days (please see Clause 12 for events outside of Our control).
5. If We cancel your Order under sub-Clause 5.5 and you have already paid for the Products under Clause 6, the payment will be refunded to you within 30 days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

### 5. **Price and Payment**

1. The Price of the Products will be that quoted by Us at the time of your Order.
2. Our Prices may change at any time, but these changes will not affect any Orders that We have already accepted.
3. We have made every reasonable effort to ensure that Our Prices, as quoted are correct. Prices will be checked when We process your Order. If the actual Price of the Products is higher than originally quoted by Us, We will ask you how you wish to proceed.
4. All Prices are exclusive of VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
5. Our Prices exclude the cost of delivery. Delivery costs will be added on to the final sum due.
6. All payments must be made in Sterling unless otherwise agreed in writing by Us.
7. For orders under £500 - payment to be made by either credit, debit card or BACS transfer at point of order (require registered card holders address and email address). Products will not be despatched until payment is received.
8. For orders between £500-£3000 - A Purchase Order from production/organisation must be provided with details of invoicing address and email/phone contact details or BACS transfer at point of order. Products will not be despatched until payment is received.
9. For orders greater than £3000 - A deposit of 50% is required for all orders over £3000 to be paid by BACS transfer. Balance due by BACS payment on completion prior to despatch.
10. Orders greater than £10000 - Payment terms to be agreed on an individual basis.
11. We accept the following methods of payment:

1. Credit card payment;
2. Debit card payment;
3. Bank transfer;
12. If you do not make payment to Us by the due date as shown on your invoice, We may charge you interest on the overdue sum at the rate of 2.5% per annum above the base lending rate of HSBC from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
13. The provisions of sub-Clause 5.8 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is on-going.

## 6. **Delivery**

1. We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the completion of Products, your location, and circumstances beyond Our control. Unless agreed otherwise, the Products will be delivered without undue delay.
2. If you indicate in your Order that you wish to collect the Products from Us yourself you may do so after receiving confirmation from Us that the Products are ready for collection, during Our business hours of 9.00 a.m. to 5.00 p.m.
3. Delivery will be deemed to have taken place when the Products have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Products or, if you are collecting the Products from Us yourself, when you have collected the Products.
4. If for any reason We are unable to deliver the Products at your chosen delivery address, We will leave a note informing you that the Products have been returned to Our premises, requesting that you contact Us to arrange re-delivery.
5. The responsibility (sometimes referred to as the "risk") for the Products remains with Us until delivery is complete as defined in sub-Clause 6.3 at which point it will pass to you. Please note, however, that if you do not wish to collect the Products and do not wish to use Our nominated carrier to deliver them, instead choosing your own carrier, the risk in the Products will pass to you as soon as they are passed to your chosen carrier.
6. You own the Products once We have received payment in full for them.
7. Please note carefully the following:
  1. If We refuse to deliver the Products, you may treat the Contract as being at an end and We will reimburse you without undue delay.
  2. If delivery of the Products within the agreed time period or at the agreed time was essential (taking into account the relevant circumstances at the time the Contract was formed) and We fail to deliver, you may treat the Contract as being at an end and We will reimburse you without undue delay.
  3. If you have told Us that delivery within the agreed time period or at the agreed time was essential and We fail to deliver, you may treat the Contract as being at an end and We will reimburse you without undue delay.
8. If any of the events in sub-Clause 6.7 occur you may, instead of treating the Contract as being at an end, specify a new delivery time or time period. If We continue to fail to deliver the Products, you may treat the Contract as being at an end and We will reimburse you without undue delay.
9. If, despite the events in sub-Clause 6.7 and 6.8, you choose not to treat the Contract as being at an end, your right to cancel your Order or to reject the Products will be unaffected. If you do so, We will reimburse you without undue delay.

## 7. **Faulty, Damaged or Incorrect Products**

1. By law, We must provide Products that are of satisfactory quality, fit for purpose and as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any Products you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Products, please contact Us as soon as reasonably possible to inform us of the fault, damage or error, and to discuss the proposed remedial action. Please note that if the Products are incorrect as a result of your provision of incorrect information, as explained in sub-Clause 4.4,

you will not be able to return those Products.

2. Please note that you will not be eligible to claim under this Clause 7 if you have purchased the Products for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Products for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Products to Us under this Clause 7 merely because you have changed your mind.
3. To return Products to Us for any reason under this Clause 7, you may do so in person during Our business hours of 9.00 a.m. to 5.00 p.m. or you may return them to Us by post or another suitable delivery choice. We will be fully responsible for the costs of returning Products under this Clause 7 and will reimburse you where appropriate.
4. For full details of your rights and remedies as a consumer, please contact your local Citizens Advice Bureau or Trading Standards Office.

## 8. **Tattoos/Prosthetics**

1. We take care to ensure that We only supply EU approved skin safe products. However, as with any product that is applied to skin, there may be a small possibility of an adverse reaction in some individuals, so it is your responsibility to carry out a skin test prior to application. Please ensure you follow all instructions on Our site and/or supplied with Our Products very carefully. Please also ensure that you are in good health when using Our Products and, if you experience any skin irritation, allergic reaction or other symptom that causes you any concern, you should remove the Product immediately. You should consult a doctor or health practitioner if you have any concerns.
2. Subject to the clause below entitled "Our Liability", We will not be responsible or liable for any adverse reaction you experience from Our Products.
3. Unless otherwise is expressly agreed in writing, the intellectual property rights in Our products, designs and materials and otherwise arising in connection with any services performed by us shall always be and remain owned by us. All Our tattoo transfers, products and images are either original work, purchased for resale by Us or understood to be in the public domain and royalty free. All purchased and sourced stock images were presented or represented to us as being free of copyright. We respect and hope to work with future artists to create temporary tattoos and will remove any images proven to be rights protected within 2 weeks. We will diligently investigate any claim of copyright breach and will require the following information from the copyright owner;
  - An electronic or physical signature of the owner of the copyright or other intellectual property interest or person authorised to act on behalf of the owner of the copyright or other intellectual property interest.
  - A description of the copyrighted work or other intellectual property that you claim has been infringed; (a link to your work on the net)
  - A description of where the material that you claim is infringing is located on the transfer tattoo site, with enough detail that We may find it on the web site; (a direct link to the web page)
  - Your address, telephone number, and email address;
  - A statement by you that you have a good faith belief that the disputed use is not authorised by the copyright or intellectual property owner, its agent, or the law.
  - A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorised to act on the copyright or intellectual property owner's behalf

## 9. **Our Liability**

1. We will be responsible for any foreseeable loss or damage that you may suffer because of Our breach of these Terms and Conditions or because of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
2. Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-

contractors); or for fraud or fraudulent misrepresentation.

3. Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

#### 10. **Force Majeure**

1. We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
2. If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  1. We will inform you as soon as is reasonably possible;
  2. Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
  3. We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Products as necessary;
  4. If the event outside of Our control continues for more than 5 working days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
  5. If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 4.4 above.

#### 11. **Complaints and Feedback**

1. We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
2. All complaints are handled in accordance with Our complaints handling policy and procedure, available from KM Effects Ltd on request.
3. If you wish to contact us about any aspect of your dealings with Us, please contact Us in one of the following ways:
  1. In writing, addressed to KM Effects Ltd, Units 17 - 20, Olds Close, Watford, Herts WD18 9RU;
  2. By email, to [info@kmeffects.com](mailto:info@kmeffects.com);
  3. Contact Us by telephone on 01923 776710.

#### 12. **How We Use Your Personal Information (Data Protection)**

1. All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
2. We may use your personal information to:
  1. Provide Our Products and services to you;
  2. Process your payment for the Products; and
  3. Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.
3. We will not pass on your personal information to any other third parties without first obtaining your express permission.

#### 13. **Other Important Terms**

1. We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.

2. The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions
3. If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
4. No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

14. **Governing Law and Jurisdiction**

1. These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with English law.
2. Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.