

BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Goods are sold by Us to consumers through this website, <https://eversmart.co> ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before ordering any Goods from Our Site. You will be required to read and accept these Terms of Sale when ordering Goods. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order Goods through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

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|-----------------------------|--|
| "Contract" | means a contract for the purchase and sale of Goods, as explained in Clause 8; |
| "Goods" | means the goods sold by Us through Our Site; |
| "Order" | means your order for Goods; |
| "Order Confirmation" | means our acceptance and confirmation of your Order; |
| "Order Number" | means the reference number for your Order; and |
| "We/Us/Our" | means EVERSMART. |

2. Information About Us

2.1 Our Site, <https://eversmart.co>, is owned and operated by EVERSMART

3. Access to and Use of Our Site

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided "as is" and on an "as available" basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and

without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

- 3.4 Use of Our Site is subject to our Website Terms of Use <https://eversmart.co/website-terms-of-use/>. Please ensure that you have read them carefully and that you understand them.

4. Age Restrictions

- 4.1 Consumers may only purchase Goods through Our Site if they are at least 18 years of age.
- 4.2 None of the Goods on Our Site may be purchased by anyone under 18 years of age.

4. Business Customers

These Terms of Sale do not apply to customers purchasing Goods in the course of business. [If you are a business customer, please consult our Business Terms of Sale <https://eversmart.co/tos-goods-to-business/>

5. International Customers

Please note that We only deliver within the United Kingdom.

6. Goods, Pricing and Availability

- 6.1 We make all reasonable efforts to ensure that all descriptions and graphical representations of Goods available from Us correspond to the actual Goods. Please note, however, the following:
- 6.1.1 Images of Goods are for illustrative purposes only. There may be slight variations in colour between the image of a product and the actual product sold due to differences in computer displays and lighting conditions;
- 6.1.2 Images and/or descriptions of packaging are for illustrative purposes only, the actual packaging of Goods may vary
- 6.2 Please note that sub-Clause 7.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not to different Goods altogether. Please refer to Clause 11 if you receive incorrect Goods (i.e. Goods that are not as described).
- 6.3 Where appropriate, you may be required to select the required size, model, colour, number, of the Goods that you are purchasing.
- 6.4 We cannot guarantee that Goods will always be available. Stock indications are not provided on Our Site
- 6.5 Minor changes may, from time to time, be made to certain Goods between

your Order being placed and Us processing that Order and dispatching the Goods, for example, to reflect changes in relevant laws and regulatory requirements, or to address particular technical or security issues. Any such changes will not change any main characteristics of the Goods and will not normally affect your use of those Goods.

- 6.6 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any order that you have already placed (please note sub-Clause 7.9 regarding VAT, however).
- 6.7 All prices are checked by Us before We accept your Order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, we will simply charge you the lower amount and continue processing your Order. If the correct price is higher, We will give you the option to purchase the Goods at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If We do not receive a response from you within 7 days , We will treat your Order as cancelled and notify you of this in writing.
- 6.8 In the event that the price of Goods you have ordered changes between your Order being placed and Us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.
- 6.9 All prices on Our Site include VAT. If the VAT rate changes between your Order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.
- 6.10 Delivery options and related charges will be presented to you as part of the order process.

7. Orders – How Contracts Are Formed

- 7.1 Our Site will guide you through the ordering process. Before submitting your Order you will be given the opportunity to review your Order and amend it. Please ensure that you have checked your Order carefully before submitting it.
- 7.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your Order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel your Order and treat the Contract as being at an end. If We incur any costs as a result of your incorrect or incomplete information, We may pass those costs on to you.
- 7.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your Order does not mean that we have accepted it. Our acceptance is indicated by Us sending you an Order Confirmation by email. Only once We have sent you an Order Confirmation will there be a legally binding Contract between Us and you.

- 7.4 Order Confirmations shall contain the following information:
 - 7.4.1 Your Order Number;
 - 7.4.2 Confirmation of the Goods ordered including full details of the main characteristics of those Goods;
 - 7.4.3 Fully itemised pricing for the Goods ordered including, where appropriate, taxes, delivery and other additional charges;
 - 7.4.4 Estimated delivery date(s);
- 7.5 In the unlikely event that We do not accept or cannot fulfil your Order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 7 days.
- 7.6 Any refunds due under this Clause 8 will be made using the same payment method that you used when ordering the Goods .

8. Payment

- 8.1 Payment for Goods and related delivery charges must always be made in advance and you will be prompted to pay during the order process. Your chosen payment method will not be charged until We dispatch your Goods.
- 8.2 We accept the following methods of payment on Our Site:
 - 8.2.1 PayPal;
 - 8.2.2 Stripe;

9. Delivery, Risk and Ownership

- 9.1 All Goods purchased through Our Site will normally be delivered within 30 calendar days after the date of Our Order Confirmation unless otherwise agreed or specified during the Order process (subject to delays caused by events outside of Our control, for which see Clause 14).
- 9.2 If for any reason we are unable to deliver the Goods to your chosen delivery address, we will leave a note informing you that the Goods have been returned to our premises with instructions for arranging re-delivery. If you do not collect the Goods or arrange for re-delivery, we will contact you to ask for further instructions. We may charge you for storage costs and for re-delivery. If we cannot contact you despite our reasonable efforts, or we cannot arrange re-delivery or collection, we may end the Contract and issue you with a refund but may deduct a reasonable sum in compensation for any net costs incurred by us as a result.
- 9.3 In the unlikely event that We fail to deliver the Goods within 30 calendar days of Our Order Confirmation (or as otherwise agreed or specified as under sub-Clause 10.1), if any of the following apply you may treat the Contract as being at an end immediately:
 - 9.3.1 We have refused to deliver your Goods; or

- 9.3.2 In light of all relevant circumstances, delivery within that time period was essential; or
- 9.3.3 You told Us when ordering the Goods that delivery within that time period was essential.
- 9.4 If you do not wish to cancel under sub-Clause 10.3 or if none of the specified circumstances apply, you may specify a new (reasonable) delivery date. If We fail to meet the new deadline, you may then treat the Contract as being at an end.
- 9.5 You may cancel all or part of your Order under sub-Clauses 10.3 or 10.4 provided that separating the Goods in your Order would not significantly reduce their value. Any sums that you have already paid for cancelled Goods and their delivery will be refunded to you within 7 Days . Please note that if any cancelled Goods are delivered to you, you must return them to Us or arrange with Us for their collection. In either case, We will bear the cost of returning the cancelled Goods.
- 9.6 Delivery shall be deemed complete and the responsibility for the Goods will pass to you once We have delivered the Goods to the address you have provided.
- 9.7 Ownership of the Goods passes to you once we have received payment in full of all sums due (including any applicable delivery charges).
- 9.8 Any refunds due under this Clause 10 will be made using the same payment method that you used when ordering the Goods .

10. Faulty, Damaged or Incorrect Goods

- 10.1 By law, We must provide goods that are of satisfactory quality, fit for purpose, 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 digital content is included in the Goods, that digital content must also conform. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect (or incorrectly priced) Goods, please contact Us at contact_us@eversmart.co as soon as reasonably possible to inform Us of the fault, damage or error, and to arrange for a refund, repair or replacement. Your available remedies will be as follows:
 - 10.1.1 Beginning on the day that you receive the Goods (and ownership of them) you have a 30 calendar day right to reject the Goods and to receive a full refund if they do not conform as stated above.
 - 10.1.2 If you do not wish to reject the Goods, or if the 30 calendar day rejection period has expired, you may request a repair of the Goods or a replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, We may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund. If you request a repair or

replacement during the 30 calendar day rejection period, that period will be suspended while We carry out the repair or replacement and will resume on the day that you receive the replacement or repaired Goods. If less than 7 calendar days remain out of the original period, it will be extended to 7 calendar days.

- 10.1.3 If, after a repair or replacement, the Goods still do not conform (or if We cannot repair or replace them, as described above, or have failed to act within a reasonable time or without significant inconvenience to you), you may ask Us to attempt the repair or replacement again (you do not have to give Us multiple opportunities to do so if you do not want to), or you have the right either to keep the Goods at a reduced price, or to reject them in exchange for a refund.
- 10.1.4 If you exercise the final right to reject the goods more than six months after you have received the Goods (and ownership of them), We may reduce any refund to reflect the use that you have had out of the Goods.
- 10.1.5 Within a period of six years after you have received the Goods (and ownership of them), if the Goods do not last a reasonable length of time, you may be entitled to a partial refund. Please be aware that after six months have passed since you received the Goods, the burden of proof will be on you to prove that the defect or non-conformity existed at the time of delivery.
- 10.2 Please note that you will not be eligible to claim under this Clause 11 if We informed you of the fault(s), damage or other problems with the Goods before you purchased them (and it is because of the same issue that you now wish to return them); if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods 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 Goods to Us under this Clause 11 merely because you have changed your mind. If you are a consumer, you have a legal right to a 14 calendar day cooling-off period within which you can return Goods for this reason. Please refer to Clause 12 for more details.
- 10.3 To return Goods to Us for any reason under this Clause 11, please contact Us at contact_us@eversmart.co to arrange for a collection and return. We will be fully responsible for the costs of returning Goods under this Clause 11 and will reimburse you where appropriate.
- 10.4 Refunds (whether full or partial, including reductions in price) under this Clause 11 will be issued within 7 calendar days of the day on which We agree that you are entitled to the refund.
- 10.5 Any and all refunds issued under this Clause 11 will include all delivery costs paid by you when the Goods were originally purchased.
- 10.6 Refunds under this Clause 11 will be made using the same payment method that you used when ordering the Goods .
- 10.7 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

11. Cancelling and Returning Goods if You Change Your Mind

- 11.1 If you are a consumer, you have a legal right to a “cooling-off” period within which you can cancel the Contract for any reason. This period begins once your Order is complete and We have sent you your Order Confirmation, i.e. when the Contract between you and Us is formed. You may also cancel for any reason before We send the Order Confirmation.
- 11.2 If you wish to exercise your right to cancel under this Clause 12, you must inform Us of your decision within the cooling-off period . You may do so in any way you wish. Cancellation by email is effective from the date on which you send Us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send Us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted. If you would prefer to contact Us directly to cancel, please use the following details:
- 11.2.1 Telephone: 07307 365 247;
- 11.2.2 Email: cancel_order@eversmart.co;
- In each case, providing Us with your name, address, email address, telephone number, and Order Number.
- 11.3 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our Goods and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 11.4 Please note that you may lose your legal right to cancel under this Clause 12 in the following circumstances:
- 11.4.1 If the Goods are sealed for health or hygiene reasons and you have unsealed those Goods after receiving them;
- 11.4.2 If the Goods consist of sealed audio or video recordings (e.g. CD or DVD) or sealed computer software and you have unsealed the Goods after receiving them;
- 11.4.3 If the Goods are likely to deteriorate quickly, for example flowers or food;
- 11.4.4 If the Goods have been personalised or custom-made for you;
- 11.4.5 If the Goods have been inseparably mixed with other items (according to their nature) after you have received them.
- 11.5 Please ensure that you return Goods to Us no more than 7 calendar days after the day on which you have informed Us that you wish to cancel under this Clause 12.
- 11.6 You may request that We collect the Goods from you. Please ensure that the Goods are ready for collection at the agreed time and location.
- 11.7 You may return Goods to Us by post or another suitable delivery service of your choice, please contact Us at 07307 365 247 to arrange for a collection and return. Please note that you must bear the costs of returning Goods to Us if cancelling under this Clause 12. We will also charge you the direct cost to Us of collection if you request that We collect the Goods from you.

- 11.8 Refunds under this Clause 12 will be issued to you within 7 calendar days of the following:
- 11.8.1 The day on which We receive the Goods back
- 11.9 Refunds under this Clause 12 may be subject to deductions in the following circumstances:
- 11.9.1 Refunds may be reduced for any diminished value in the Goods resulting from your excessive handling of them (e.g. no more than would be permitted in a shop). Please note that if We issue a refund before We have received the Goods and have had a chance to inspect them, We may subsequently charge you an appropriate sum if We find that the Goods have been handled excessively.
- 11.9.2 Standard delivery charges will be reimbursed in full as part of your refund. Please note, however, that We cannot reimburse for premium delivery. We will only reimburse the equivalent standard delivery costs when issuing refunds under this Clause 12.
- 11.10 Refunds under this Clause 12 will be made using the same payment method that you used when ordering the Goods .

12. Our Liability to Consumers

- 12.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. 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.
- 12.2 We only supply goods for domestic and private use by consumers. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 12.3 Nothing in these Terms of Sale seeks to limit or exclude 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.
- 12.4 Nothing in these Terms of Sale 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.

13. Events Outside of Our Control (Force Majeure)

- 13.1 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.
- 13.2 If any event described under this Clause 14 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
- 13.2.1 We will inform you as soon as is reasonably possible;

- 13.2.2 We will take all reasonable steps to minimise the delay;
- 13.2.3 To the extent that we cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 13.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 13.2.5 If the event outside of Our control continues for more than 28 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 and in any event within 7 days of the date on which the Contract is cancelled;
- 13.2.6 If an event outside of Our control occurs and continues for more than 14 Days and you wish to cancel the Contract as a result, you may do so in any way you wish. If you would prefer to contact Us directly to cancel, please use the following details:
- Telephone: 07307 365 247;
- Email: cancel_order@eversmart.co;
- In each case, providing Us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 7 days of the date on which the Contract is cancelled.

14. Communication and Contact Details

- 14.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 07307 365 247, by email at contact_us@eversmart.co
- 14.2 For matters relating to the Goods or your Order, please contact Us by telephone at 07307 365 247, by email at contact_us@eversmart.co.
- 14.3 For matters relating to cancellations, please contact Us by telephone at 07307 365 247, by email at contact_us@eversmart.co.

15. Complaints and Feedback

- 15.1 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.
- 15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from <https://eversmart.co/complaints-policy/> and <https://eversmart.co/complaints-procedure/> respectively.

15.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:

15.3.1 By email, addressed to complaints@eversmart.co;

15.3.2 By contacting Us by telephone on 07307 365 247.

16. How We Use Your Personal Information (Data Protection)

16.1 All personal data that We may collect about you and use will be collected, held, and processed in accordance with UK data protection law (including, but not limited to, the GDPR (and any successor legislation which applies following the UK's departure from the European Union), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003).

16.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy

<https://eversmart.co/website-privacy-and-cookie-policy/>

17. Other Important Terms

- 17.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (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 of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.
- 17.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.
- 17.3 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 of Sale.
- 17.4 If any of the provisions of these Terms of Sale 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 of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 17.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Order, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them. If you do opt to cancel, you must return any affected Goods you have already received and we will arrange for a full refund (including delivery charges) which will be paid within 7 Days of your cancellation.

18. Law and Jurisdiction

- 18.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England & Wales .
- 18.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 20.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 18.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, 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.
- 18.4 If you are a business, any disputes concerning these Terms and Conditions,

the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.