Amazon.co.uk Conditions of Use and Sale – January 29, 2020

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- Conditions of Use
- Conditions of Sale

Conditions of Use

Please read these conditions carefully before using Amazon Services. By using Amazon Services, you signify your agreement to be bound by these conditions. We offer a wide range of Amazon Services, and sometimes additional terms may apply. When you use an Amazon Service (for example Your Profile, Gift Cards or Amazon applications for mobile), you will also be subject to the terms, guidelines and conditions applicable to that Amazon Service ("Service Terms"). If these Conditions of Use are inconsistent with the Service Terms, those Service Terms will control.

- Notice and Procedure for Making Claims of Right Infringements
- Notice and Procedure for Notifying Amazon of Defamatory Content

1. ELECTRONIC COMMUNICATIONS

When you use any Amazon Service or send e-mails to us, you are communicating with us electronically. We will communicate with you electronically in a variety of ways, such as by e-mail, text, in-app push notices or by posting e-mail messages or communications on the website or through the other Amazon Services, such as our Message Centre. For contractual purposes, you agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communications be in writing, unless mandatory applicable laws specifically require a different form of communication.

2. RECOMMENDATIONS AND PERSONALISATION

As part of the Amazon Services, we will recommend features, products, and services, including third part ads that might be of interest to you, identify your preferences, and personalise your experience.

3. COPYRIGHT, AUTHORS' RIGHTS AND DATABASE RIGHTS

All content included in or made available through any Amazon Service, such as text, graphics, logos, button icons, images, audio clips, digital downloads and data compilations is the property of Amazon or its content suppliers and is protected by Luxembourg and international copyright, authors' rights and database right laws. The compilation of all content included in or made available through any Amazon Service is the exclusive property of Amazon and is protected by Luxembourg and international copyright and database right laws.

You may not extract and/or re-utilise parts of the content of any Amazon Service without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation any substantial parts of the content of any Amazon Service, without our express written consent. You may also not create and/or publish your own database that features substantial parts of any Amazon Service (e.g. our prices and product listings) without our express written consent.

4. TRADEMARKS

Click here to see a non-exhaustive list of Amazon trademarks. In addition graphics, logos, page headers, button icons, scripts, and service names included in or made available through any Amazon Service are trademarks or trade dress of Amazon. Amazon's trademarks and trade dress may not be used in connection with any product or service that is not Amazon's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Amazon. All other trademarks not owned by Amazon that appear in any Amazon Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Amazon.

5. PATENTS

One or more patents owned by Amazon apply to the Amazon Services and to the features and services accessible via the Amazon Services. Portions of the Amazon Services operate under license of one or more patents. Click here to see a non-exhaustive list of applicable Amazon patents and applicable licensed patents.

6. LICENCE AND ACCESS

Subject to your compliance with these Conditions of Use and applicable Service Terms and your payment of any applicable fees, Amazon or its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and make personal and non-commercial use of the Amazon Services. This licence does not include any resale or commercial use of any Amazon Service or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of any Amazon Service or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

All rights not expressly granted to you in these Conditions of Use or any Service Terms are reserved and retained by Amazon or its licensors, suppliers, publishers, rights holders, or other content providers. No Amazon Service, nor any part of any Amazon Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent. You may not frame or use framing techniques to enclose any trademark, logo or other proprietary information (including images, text, page layout, or form) of Amazon without our express written consent. You may not use any meta tags or any other "hidden text" utilising Amazon's names or trademarks without our express written consent.

You may not misuse the Amazon Services. You may use the Amazon Services only as permitted by law. The licences granted by Amazon terminate if you do not comply with these Conditions of Use or any Service Terms.

7. YOUR ACCOUNT

You may need your own Amazon account to use certain Amazon Services, and you may be required to be logged into the account and have a valid payment method associated with it.

If there is a problem charging your selected payment method we may charge any other valid payment method associated with your account. Click here to manage your payment options.

If you use any Amazon Service you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and to the extent permitted by applicable law you agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided. You can access your information in the Your Account section of the website. Please see our Protecting Your Privacy Help Page to access your personal information.

You must not use any Amazon Service: (i) in any way that causes, or is likely to cause, any Amazon Service, or any access to it to be interrupted, damaged or impaired in any way, or (ii) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity, or (iii) to cause annoyance, inconvenience or anxiety.

We reserve the right to refuse service, terminate accounts or remove or edit content if you are in breach of applicable laws, these Conditions of Use or any other applicable terms and conditions, guidelines or policies.

8. REVIEWS, COMMENTS, COMMUNICATIONS AND OTHER CONTENT

Visitors may post reviews, comments and other content; send e-cards and other communications; and submit suggestions, ideas, comments, questions or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. We reserve the right (but not, in the absence of a valid <u>notice form</u>, the obligation) to remove or edit such content. If you believe that any content on or advertised for sale on any Amazon Service contains a defamatory statement, or that your intellectual property rights are being infringed by an item or information on any Amazon Service, please notify us by completing and submitting the appropriate <u>notice form</u> and we will respond.

If you post customer reviews, comments, customer questions or answers, or other content generated by you for display on the website (including any images, video or audio, all together "content", you grant Amazon (a) a non-exclusive, royalty-free licence to use, reproduce, publish, make available, translate and modify such content throughout the world (including the right to sublicense these rights to third parties) and (b) the right to use the name that you submit in connection with such content. No moral rights are transferred by this provision.

You may delete your content from public view or, where such functionality is offered, change settings so that it is only shown to people to whom you grant access.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is posted: (i) the content and material is accurate; and (ii) use of the content and material you supply does not breach any applicable policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify Amazon for all claims brought by a third party against Amazon arising out of or in connection with the content and material you supply except to the extent that any liability arises from our failure to properly remove the content when it is notified of the illegal nature of the content (Notice Form) arising out of or on the grounds of, or originating from the content that you have communicated to us. By

deleting content from public view, you withdraw your license for Amazon to publish and make available that content publicly.

9. INTELLECTUAL PROPERTY CLAIMS

Amazon respects the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please follow our Notice and Procedure for Making Claims of Right Infringements.

10. AMAZON SOFTWARE TERMS

In addition to these Conditions of Use, the terms found here apply to any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with Amazon Services (the "Amazon Software").

11. OTHER BUSINESS

Parties other than Amazon operate stores, provide services, or sell product lines on this website. In addition, we provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their websites. Amazon does not assume any responsibility or liability for the actions, product, and content of all of these or any other third parties. You can tell when a third party is involved in your transactions, and we may share your information related to those transactions with that third party. You should carefully review their privacy statements and other conditions of use.

12. AMAZON'S ROLE

Amazon allows third party sellers to list and sell their products at Amazon.co.uk. In each such case this is indicated on the respective product detail page. While Amazon as a service provider helps facilitate transactions that are carried out on the Amazon website, Amazon is neither the buyer nor the seller of the seller's items. Amazon provides a service for sellers and buyers to negotiate and complete transactions. Accordingly, the contract formed at the completion of a sale for these third party products is solely between buyer and seller. Amazon is not a party to this contract nor assumes any responsibility arising out of or in connection with it nor is it the seller's agent. The seller is responsible for the sale of the products and for dealing with any buyer claims or any other issue arising out of or in connection with the contract between the buyer and seller. Because Amazon wants the buyer to have a safer buying experience, Amazon provides the Amazon A-to-z guarantee in addition to any contractual or other rights. For conditions relating to the sale by third parties to you on Amazon.co.uk see the Participation Agreement.

13. OUR LIABILITY

We will do our utmost to ensure that availability of the Amazon Services will be uninterrupted and that transmissions will be error-free. However, due to the nature of the internet, this cannot be guaranteed. Also, your access to Amazon Services may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

Amazon will not be responsible for (i) losses that were not caused by any breach on our 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 you and us when you commenced using the Amazon Services.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your legal right to have goods sent or services provided within a reasonable time or to receive a refund if goods or services ordered cannot be supplied within a reasonable time owing to a cause beyond our reasonable control.

The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

14. APPLICABLE LAW

These conditions are governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg, and the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. If you are a consumer and have your habitual residence in the EU or the UK, you additionally enjoy the protection afforded to you by mandatory provisions of the law of your country of residence. We both agree to submit to the non-exclusive jurisdiction of the courts of the district of Luxembourg City, which means that you may bring a claim to enforce your consumer protection rights in connection with these Conditions of Use in Luxembourg, the UK or in the EU country in which you live. If you reside in the EU, the European Commission provides for an online dispute resolution platform, which you can access here: https://ec.europa.eu/consumers/odr. If you would like to bring a matter to our attention, please contact us.

15. ALTERATIONS TO SERVICE OR AMENDMENTS TO THE CONDITIONS OF USE

We reserve the right to make changes to any Amazon Services, policies, terms and conditions including these Conditions of Use, and Service Terms at any time. You will be subject to the terms and conditions, policies and Conditions of Use in force at the time that you use the Amazon Services. If any of these Conditions of Use is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

16. WAIVER

If you breach these Conditions of Use and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions of Use.

17. CHILDREN

We do not sell products for purchase by children. We sell children's products for purchase by adults. If you are under 18 you may use the Amazon Services only with the involvement of a parent or guardian.

18. OUR CONTACT DETAILS

This website is owned and maintained by Amazon Europe Core SARL. Specific terms of use and sale for other Amazon Services, for example the MP3 Music Service which is operated by Amazon Media EU SARL, can be found within this website.

For Amazon Europe Core SARL:

Amazon Europe Core SARL, Société à responsabilité limitée, 38 avenue John F. Kennedy, L-1855

Luxembourg

Share capital: EUR 37,500 Registered in Luxembourg RCS Luxembourg No: B180022 Business Licence Number: 10040783

Luxembourg VAT Registration Number: LU 26375245

Other contacts:

For Amazon EU SARL:

Amazon EU SARL, Société à responsabilité limitée, 38 avenue John F. Kennedy, L-1855

Luxembourg

Share capital: EUR 37,500 Registered in Luxembourg RCS Luxembourg No: B-101818 Business Licence Number: 134248

Luxembourg VAT Registration Number: LU 20260743

Local Registered Branch:

Amazon EU SARL, UK Branch, 1 Principal Place, London, Worship Street, EC2A 2FA, United Kingdom

Registered in England and Wales

Company No. FC032354

UK Establishment No. BR17427 UK VAT Number: GB 727255821

For Amazon Services Europe SARL:

Amazon Services Europe SARL, Société à responsabilité limitée, 38 avenue John F. Kennedy, L-

1855 Luxembourg

Share capital: EUR 37,500 Registered in Luxembourg RCS Luxembourg No: B-93815 Business Licence Number: 132595

Luxembourg VAT Registration Number: LU19647148

For Amazon Media EU SARL:

Amazon Media EU SARL, Société à responsabilité limitée, 38 avenue John F. Kennedy, L-1855

Luxembourg

Share capital: EUR 37,500 Registered in Luxembourg RCS Luxembourg No: 112767 Business Licence Number: 136312

Luxembourg VAT Registration Number: LU 20944528

19. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF RIGHT INFRINGEMENTS

If you believe that your intellectual property rights have been infringed and you are eligible for Brand Registry, please sign up to that service and submit your complaint via Brand Registry. Otherwise, please submit your complaint using our online Notice Form This form may be used to report all types of intellectual property claims including, but not limited to, copyright, trademark, design and patent claims.

Upon receipt of a complaint we may take certain actions, including removing information or an item and termination of repeat infringers in appropriate circumstances. All such actions are taken without any admission as to liability and without prejudice to any rights, remedies or defenses, all of which are expressly reserved. This includes forwarding the complaint to the parties involved in the provision of the allegedly infringing content. You agree to indemnify Amazon for all claims brought by a third party against Amazon arising out of or in connection with the submission of a complaint.

Note on Third Party Seller Listings: Please keep in mind that Third Party Seller listings are merely hosted on Amazon.co.uk and are posted solely at the direction of Third Party Sellers who may be contacted via their **Seller Information** page, accessible from any of their listings.

ASIN and ISBN-10, Defined: "ASIN" stands for Amazon Standard Item (or Identification) Number and is a ten (10) character identifier. It can be found below any listing under **Product Details**. "ISBN-10" stands for International Standard Book Number and is a ten (10) digit identifier that can be found on some book listings under **Product Details**.

Important Warning: giving false, misleading or inaccurate information in the Notice Form to Amazon may result in civil and/or criminal liability. You should contact a legal advisor should you have any questions.

20. NOTICE AND PROCEDURE FOR NOTIFYING AMAZON OF DEFAMATORY CONTENT

Because millions of products are listed and many thousands of customer reviews and comments are hosted on Amazon.co.uk, it is not possible for us to be aware of the contents of each product listed for sale, or each customer review or comment that is displayed. Accordingly, we operate on a "notice and action" basis. If you believe that any content on, or within a product advertised for sale on, the Amazon.co.uk website contains a defamatory statement, please notify Amazon immediately by completing and submitting a notice. Follow the instructions in the notice and send it to defamation-notice@amazon.co.uk with the subject line "UK Defamation Notice [insert your name]" or, alternatively, send it by post to:

Defamation Notices, Amazon EU Sarl, UK Branch c/o Amazon UK Services Ltd, Legal Department 1 Principal Place London EC2A 2FA United Kingdom

Important Warning: giving false, misleading or inaccurate information in the <u>notice</u> to Amazon of Defamatory Content on Amazon.co.uk may result in civil and criminal liability.

ADDITIONAL AMAZON SOFTWARE TERMS

1. **Use of the Amazon Software.** You may use Amazon Software solely for purposes of enabling you to use and enjoy the Amazon Services as provided by Amazon, and as permitted by the Conditions of Use, these Software Terms and any Service Terms. You may not incorporate any portion of the Amazon Software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license the Amazon Software or otherwise assign any rights to the Amazon Software in whole or in part. You may not use the Amazon Software for any illegal purpose. We may cease providing any Amazon Software and we may terminate your right to use any Amazon Software at any time. Your rights to use the Amazon Software will automatically terminate without notice from us if you fail to comply with any of these Software Terms, the Conditions of Use or any other Service Terms. Additional third party terms contained within or distributed with certain Amazon Software that are specifically identified in related documentation may apply to that Amazon Software (or software incorporated with the Amazon Software) and will govern the use of such software in the event of a conflict with these Conditions of Use. All software used in any Amazon Service is the property of Amazon or its software suppliers and protected by Luxembourg and international copyright laws.

- 2. **Use of Third Party Services.** When you use the Amazon Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.
- 3. **No Reverse Engineering.** Unless explicitly permitted under applicable mandatory law, you may not, and you will not encourage, assist or authorise any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the Amazon Software, whether in whole or in part, or create any derivative works from or of the Amazon Software.
- 4. **Updates.** In order to keep the Amazon Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.

Conditions of Sale

These Conditions of Sale govern the sale of products by Amazon EU SARL to you. For conditions relating to the sale by third parties to you on Amazon.co.uk see the <u>Participation Agreement</u>. We offer a wide range of Amazon Services, and sometimes additional terms may apply. When you use an Amazon Service (for example Your Profile, Gift Cards or Amazon applications for mobile), you will also be subject to the terms, guidelines and conditions applicable to that Amazon Service ("Service Terms"). If these Conditions of Sale are inconsistent with the Service Terms, those Service Terms will control.

Please read these conditions carefully before placing an order with Amazon EU SARL. By placing an order with Amazon EU SARL, you signify your agreement to be bound by these conditions.

1. OUR CONTRACT

Your order is an offer to Amazon to buy the product(s) in your order. When you place an order to purchase a product from Amazon, we will send you an e-mail confirming receipt of your order and containing the details of your order (the "Order Confirmation E-mail"). The Order Confirmation E-mail is acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the product(s) ordered. We only accept your offer, and conclude the contract of sale for a product ordered by you, when we dispatch the product to you and send e-mail confirmation to you that we've dispatched the product to you (the "Dispatch Confirmation E-mail"). If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation E-mail for each package, and each Dispatch Confirmation E-mail and corresponding dispatch will conclude a separate contract of sale between us for the product(s) specified in that Dispatch Confirmation E-mail. Your contract is with Amazon EU Sarl. Without affecting your right of cancellation set out in section 2 below, you can cancel your order for a product at no cost any time before we send the Dispatch Confirmation E-mail relating to that product. This right to cancel does not apply to certain categories of products and services, including digital products or software which are not supplied in a physical format (e.g. on a CD or DVD), once download or use (whichever is earlier) has begun.

You consent to receive sales invoices electronically. Electronic invoices will be made available in pdf format in the Your Account area of the web site. For each delivery,

we will inform you in our Dispatch Confirmation E-mail if an electronic invoice is available. For further information about electronic invoices and instructions on how to receive a paper copy please refer to our help pages.

Please note that we sell products only in quantities which correspond to the typical needs of an average household. This applies both to the number of products ordered within a single order and the placing of several orders for the same product where the individual orders comprise a quantity typical for a normal household.

2. RIGHT OF CANCELLATION UP TO 14 DAYS, EXCEPTIONS TO CANCELLATION AND OUR VOLUNTARY RETURNS GUARANTEE

STATUTORY RIGHT

Unless one of the exceptions listed below applies, you can cancel your order without giving any reason within 14 days from the day on which you or a third party indicated by you (other than the carrier) receives the goods purchased (or last good, lot or piece if it relates to goods or multiple lots or pieces delivered separately) 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).

You must inform us (Amazon EU Sarl, 38 avenue John F. Kennedy, L-1855 Luxemburg) of your decision to cancel your order. You may submit your request according to the instructions and forms available on our Returns Support Centre, by contacting us, or using this form. In case you use the return centre, we will communicate to you an acknowledgement of receipt by e-mail. To meet the cancellation deadline, it is sufficient for you to send your communication before the 14 days' cancellation period has expired and return the item via our return centre.

For additional information on the scope, content and instructions for the exercise, please contact our Customer Service.

EFFECTS OF CANCELLATION

We will reimburse all payments received from you for the goods purchased and will also reimburse delivery charges for the least expensive type of delivery offered by us, no later than 14 days from the day on which we received the above communication. We will use the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest. If reimbursement occurs after the maximum time period mentioned above, the amount due to you will as of right be increased.

Note that you must send back the goods by following the instructions available on our return centre no later than 14 days from the day on which us you communicate your cancellation. You will have to bear the direct cost of returning these goods. You may be liable if the value of the goods returned diminishes due to the handling of the goods (except when it was necessary to establish the nature, characteristics and functioning of the goods).

EXCEPTIONS TO THE RIGHT OF CANCELLATION

The right of cancellation does not apply to:

- the delivery of products which are not suitable for return due to health protection or hygienic reasons if unsealed by you after delivery, or which are, after delivery, inseparably mixed with other items;
- the delivery of sealed audio or video recordings or of sealed software if unsealed by you after delivery;
- the supply of goods made to your specifications or clearly personalized;
- the supply of goods which may deteriorate or expire rapidly;
- a service if Amazon has fully performed it and you accepted when you placed your order that we could start to deliver it, and that you could not cancel it once delivery had started:
- the supply of digital content (including apps, digital software, ebooks, MP3, etc)
 which is not supplied on a tangible medium (e.g. on a CD or DVD) if you accepted
 when you placed your order that we could start to deliver it, and that you could not
 cancel it once delivery had started;
- the delivery of newspapers, journals or magazines with the exception of subscription contracts for the supply of such publications; and
- the supply of alcoholic beverages whose actual value is dependent on fluctuations in the market which we cannot control.

OUR VOLUNTARY RETURNS GUARANTEE

Without prejudice to your statutory rights, Amazon provides you with the following voluntary returns guarantee:

All products from the Amazon sites can be returned within 30 days of receipt of the products to Amazon if the products are complete and are in an unused and undamaged condition. For shrink-wrapped and/or sealed data media (for example CDs, audio cassettes, VHS videos, DVDs, PC and video games and software) this means that we only take back the products in the unopened shrink wrap film or with an undamaged seal. The products are to be returned via our Returns Support Centre. This voluntary returns guarantee does not apply to digital products or software which are not supplied on a tangible medium (e.g. on a CD or DVD).

If you return products according to this voluntary returns guarantee, we will refund to you the purchase price already paid by you, but not the delivery costs of your initial purchase. Likewise the transport risk and return costs are borne by you. The costs of delivery and return are only refunded for returns of clothing or shoes from our sites. This returns guarantee does not affect your statutory rights and therefore does not affect your right of cancellation as described above.

Details on returning and examples can be found <u>here</u>.

3. PRICING AND AVAILABILITY

All prices are inclusive of legally applicable VAT.

We list availability information for products sold by us on the website including on each product information page. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. As we process your order, we will inform you by e-mail as soon as possible if any products you order turn out to be unavailable and you will not be charged for those products.

Please note that unless otherwise stated on the website, delivery estimates are just that. They are not guaranteed delivery times and should not be relied upon as such.

Despite our best efforts, a small number of the items in our catalogue may be mispriced. We will verify pricing when processing your order and before we take payment. If we have made a mistake and a product's correct price is higher than the price on the website, we may either contact you before dispatch to request whether you want to buy the product at the correct price or cancel your order. If a product's correct price is lower than our stated price, we will charge the lower amount and send you the product.

4. PRODUCT INFORMATION

Unless expressly indicated otherwise, Amazon is not the manufacturer of the products sold on this website. While we work to ensure that product information on our website is correct, actual product packaging and materials may contain more and different information to that displayed on our website. Ingredients may also change. All information about the products on our website is provided for information purposes only. We recommend that you do not rely solely on the information presented on our website. Please always read labels, warnings and directions provided with the product before use.

For healthcare products, in the event of any safety concerns or for any other information about a product, please carefully read the information provided with the product or contact the manufacturer. Content on this site is not intended to substitute for advice given by a medical practitioner, pharmacist or other licensed healthcare professional. Contact your healthcare provider immediately if you suspect that you have a medical problem. Information and statements about products are not intended to be used to diagnose, treat, cure or prevent any disease or health condition. Amazon accepts no liability for inaccuracies or misstatements about products by manufacturers or other third parties. This does not affect your statutory rights.

5. CUSTOMS

When ordering products from Amazon for delivery outside of the UK you 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 you; we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from Amazon, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products. Your privacy is important to us and we would like our international customers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities. For more information see About Customs.

6. 1-CLICK ORDERING

1-Click ordering is the fastest and easiest way to order products safely and securely from Amazon. If you are using a public or shared computer terminal, we strongly recommend that you deactivate 1-Click ordering when you are not at the computer.

7. OUR LIABILITY

Amazon and its affiliates will not be responsible for (i) losses that were not caused by any breach on our 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 you and us when the contract for the sale of products by us to you was formed.

The laws of some countries do not allow some or all of the limitations described above. If these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your right to have the products sent to you within a reasonable time. If the delay occurs before the products are dispatched, we will not charge you for the products until they are dispatched and you may cancel your order at any time prior to dispatch.

8. APPLICABLE LAW

These conditions are governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg (with the exception of its conflict of law provisions), and the application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. We both agree to submit to the non-exclusive jurisdiction of the courts of the District of Luxembourg City, which means that you may bring a claim to enforce your consumer protection rights in connection with these Conditions of Sale in Luxembourg, the UK or in the EU country in which you live. If you are a consumer and have your habitual residence in the EU or the UK, you additionally enjoy the protection afforded to you by mandatory provisions of the law of your country of residence.

9. AMENDMENTS TO THE CONDITIONS OF SALE

We reserve the right to make changes to our website, policies, and terms and conditions, including these Conditions of Sale at any time. You will be subject to the terms and conditions, policies and Conditions of Sale in force at the time that you order products from us, unless any change to those terms and conditions, policies or these Conditions of Sale is required to be made by law or government authority (in which case it may apply to orders previously placed by you). If any of these Conditions of Sale is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

10. WAIVER

If you breach these Conditions of Sale and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions of Sale.

11. CHILDREN

We do not sell products for purchase by children. We sell children's products for purchase by adults. If you are under 18 you may only use Amazon.co.uk with the involvement of a parent or guardian.

12. OUR CONTACT DETAILS

Our contact details are:

Amazon EU SARL, Société à responsabilité limitée, 38 avenue John F. Kennedy, L-1855

Luxembourg

Share Capital: EUR 37,500 Registered in Luxembourg RCS Luxembourg No: B-101818 Business Licence Number: 134248

Luxembourg VAT Registration Number: LU 20260743

Local Registered Branch:

Amazon EU SARL, UK Branch, 1 Principal Place, London, Worship Street, EC2A 2FA, United Kingdom

Registered in England and Wales

Company No. FC032354

UK Establishment No. BR017427 UK VAT Number: GB 727255821