

O.T.C BEVERAGES LIMITED
TERMS AND CONDITIONS OF BUSINESS

1. THESE TERMS

- 1.1 These are the terms and conditions on which we supply our products to you. Please read them carefully before you submit your order to us, as they contain important information on (a) who we are (b) how we will supply products to you (c) how you and we may change or end the contract between us and (d) what to do if there is a problem, as well as other important general information.
- 1.2 If you have any questions about any aspect of these terms and conditions, please contact us.
- 1.3 If you buy our products through our website, then you are agreeing to be legally bound by these terms and conditions.

2. ABOUT US

- 2.1 We are O.T.C Beverages Limited, a company registered in England (Company Registration Number: 11506108), Our registered office is at 34 Westway, Caterham On The Hill, Surrey, CR3 5TP.
- 2.2 You can contact us by writing to us at info@otcbeverages.com. If we need to contact you, we will do so by telephone or by writing to you at the email address you provide to us when you place your order. (NB: when we use the words "*writing*" or "*written*" in these terms and conditions, this includes emails).

3. YOUR ORDER

- 3.1 You can place an order through our website at www.otcbeverages.com and placing the items in your online shopping basket. Please check your order carefully before submitting it.
- 3.2 When you place your order, at the end of the online checkout process (i.e. when you click on the '*place order*' button), we will acknowledge your order by email. However, this acknowledgement does not mean that your order has been accepted by us.
- 3.3 If we are unable to accept your order, for any reason, then we will inform you of this in writing and we will not charge you. The circumstances in which we may be unable to accept your order could include:
- (a) the relevant product(s) being out of stock;
 - (b) there are unexpected demands or restrictions on our resources which we could not reasonably plan for;
 - (c) we are unable to accept or verify your payment;
 - (d) we have identified an error in the price and/or description of the product; or
 - (e) we are unable to meet a delivery deadline that you have specified.
- 3.4 Our acceptance of your order will take place when we email you to confirm that your order has been accepted (the "**Order Confirmation**"). At that point (a) a binding legal contract will come into existence between you and us and (b) we will dispatch the relevant product(s) to you.
- 3.5 Should you need to contact us about your order, please state the order number (as set out in your Order Confirmation) in all correspondence with us.

4. OUR PRODUCTS

- 4.1 The Consumer Rights Act 2015 gives you certain legal rights, also known as 'statutory rights'. For example, the products we supply to you must (a) be of satisfactory quality (b) be fit for purpose and (c) match the description on our website. We will supply product(s) to you that comply with your statutory rights.
- 4.2 The images of the products on our website are for used for illustrative purposes only. Although we make every effort to display the appearance of our products accurately, we cannot guarantee that the images on our website, or the device on which you view our website, accurately reflect the appearance of our products.
- 4.3 Any product that we supply to you may vary slightly in appearance, from the images on our website, and so your attention is drawn to the corresponding product description on our website where we set out the specific characteristics of the product.
- 4.4 The packaging of our products may also vary from that shown in the images on our website.

5. HEALTH AND SAFETY

- 5.1 The information we provide is not medical advice or a substitute for medical treatment. Never disregard professional medical advice, or delay in seeking it, because of something you have read on this website or our other publications, including social media. No information on this website (or our other publications, including social media) should be relied upon to determine diet, make a medical diagnosis, or determine treatment for a medical condition.
- 5.2 We make no warranties or representations of any kind about the benefits or suitability of our products.
- 5.3 After delivery, it's your responsibility to follow the heating, storage and 'use by' information on the products and packaging.
- 5.4 We will not accept any responsibility for any loss, damage or illness caused by failure to properly follow our storage and/or usage instructions (except where we've been legally negligent in some way). This clause is not intended to limit our liability in any way that is not permitted by law.

6. CANCELLATION

- 6.1 You may have the right to cancel the contract between us in certain circumstances. However due to the perishable nature of our products, and in accordance with the Consumer Contract Regulations 2013, you won't have the right in most cases.
- 6.2 If you do have the right to cancel, the cancellation period will expire 14 days from the date on which you receive the Order Confirmation from us. To cancel your order, you must inform us in writing (preferably by email) before the expiry of that 14 day period (the "**Cooling-Off Period**").
- 6.3 However, please note that, under the Consumer Contract Regulations 2013, you do not have the right to cancel (without charge) an order if:
- (a) the product is liable to deteriorate or expire rapidly;
 - (b) the sealed product(s) has been unsealed; or
 - (c) due to customer handling, the product(s) has been damaged.
- 6.4 If you validly cancel your order within the Cooling-Off Period, the contract between us will end immediately and we will provide a partial or full refund, including the costs of delivery (except for any supplementary costs e.g. if you have chosen any form of delivery other than the least expensive type of standard delivery offered by us).
- 6.5 We will make any refunds due to you as soon as possible. If no product has been dispatched to you, we will make the refund within 14 days of receiving the written cancellation of your order. If you have already received the relevant product, we will make the refund within 14 days of receiving the product back from you.
- 6.6 All refunds will be made using the same method of payment that you used when you placed the order.
- 6.7 If you have received a product from us, and you then validly cancel your order:
- (a) you must send the product back to us, without undue delay, and in any event not later than 14 days from the day on which you cancel your order (NB: this deadline will be met if you (i) send the product back before the period of 14 days has expired, and (ii) provide proof of return e.g. a delivery receipt);
 - (b) you will have to bear the direct cost of returning the product to us; and
 - (c) if we are able to accept the cancellation, we may make a deduction, from the refund to you, for any loss in value of the product supplied – for example, if the loss in value has arisen as a result of unnecessary handling of the product by you.

7. DELIVERY

- 7.1 The cost of delivering a product will be as displayed on our website from time to time. For the majority of orders we use UPS to deliver our products however, if you are ordering in a large quantity, we may use other providers or deliver directly from our manufacturers. For more information on delivery, please see the delivery pages of our website.
- 7.2 The estimated date and timeframe for delivery will be specified in your Order Confirmation. That timeframe will start from the date of the Order Confirmation.
- 7.3 If the supply of the relevant product is delayed by an event that is outside of our control, then we will contact you, as soon as possible, to let you know and we will also take steps to try to minimise the delay.
- 7.4 If we contact you in accordance with paragraph 7.3 above, we will not be liable for the delay caused by the event in question. However, if there is a risk of a substantial delay in delivery, then you can cancel your order

and receive a refund for any product(s) you have paid for but not received.

- 7.5 Delivery of a product takes place when we deliver it to the address that you specify for delivery in your order. A product will only be delivered if someone is available at the specified delivery address to take delivery.
- 7.6 You are responsible for a product once delivery has taken place. In other words, the risk in the product passes to you when you take possession of the product.
- 7.7 Due to their size, none of our products will be posted through a letterbox. If no one is available at your specified delivery address to take delivery of a product, the usual UPS procedures will be followed i.e. a note will be left for you informing you of how to re-arrange delivery or that you should collect the products from a specified delivery depot. If you do not then re-arrange delivery, or collect the relevant product from the specified delivery depot, we will contact you for further instructions and we may charge you for (a) storage costs and (b) any further delivery costs.
- 7.8 If, despite our reasonable efforts, we are unable to contact you, or to re-arrange delivery or collection of the product, we will return the product to our warehouse and refund you in full, excluding the cost of delivery.
- 7.9 We are only able to ship orders to the countries as specified on the delivery pages of our website. We cannot be held responsible should local customs refuse entry of your delivery. Orders outside of the UK may incur additional fees outside of our control (such as local customs and import taxes, and duties). You will be liable for any such additional charges.

8. PRICE AND PAYMENT

- 8.1 The price of a product (which includes VAT at the applicable rate) is the price stated in your Order Confirmation, and excludes the cost of delivery.
- 8.2 We accept payment with Visa and Mastercards, but we do not accept cash. You must pay for a product in full before we will dispatch it to you. We will not charge your credit or debit card until we have dispatched the product to you.
- 8.3 It is always possible that, despite our best efforts, some products we sell may be incorrectly priced on our website. However, the correct price of the product will be clearly stated in your Order Confirmation.
- 8.4 Nothing in this paragraph 8 affects your statutory right to cancel your order during the Cooling-Off Period.

9. PRODUCT ISSUES

- 9.1 If you have any questions or complaints about one of our products, please write to us at info@otcbeverages.com and we will get back to you as soon as possible.
- 9.2 Nothing in these terms and conditions affects your legal rights under the Consumer Rights Act 2015, which are also known as your 'statutory rights'. You may also have other rights in law. The rights and remedies provided in these terms and conditions are cumulative and not exclusive of any other rights and remedies, whether provided by law or otherwise.
- 9.3 We are under a legal duty to supply products that conform with these terms and conditions. See the box below for a summary of your key legal rights in relation to our products.

Summary of your key legal rights

By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134 say that we must give you certain key information before a legally binding contract between you and us is made (see below). We will give you this information in a clear and understandable way. Some of this information is likely to be obvious from the context. Some of this information is also set out in these terms and conditions.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that up to 14 days after receiving your product(s), in most cases, you can change your mind and get a full refund.

*However, because most of the products we sell are perishable, **you won't be entitled to do this once we've delivered our products to you.***

The Consumer Rights Act 2015 says the product must be as described, fit for purpose and of satisfactory quality.

If there's a problem with any products we send you, and we're unable to make suitable arrangements for a replacement, then you may be entitled to a partial or full refund.

This is a summary of some of your key rights. For detailed information from Citizens Advice please visit www.citizensadvice.org.uk or call 03454 04 05 06.

The information in this summary box summarises some of your key rights. It is not intended to replace these terms and conditions which you should read carefully.

10. LIMITATION OF OUR LIABILITY

Except for any liability that we cannot exclude in law (such as for death or personal injury), and any liability arising under any applicable law relating to the protection of your personal information, we are not legally responsible for (a) any losses that were not foreseeable to you and us when the contract between us was entered into, or (b) any losses that were not caused by any breach of these terms and conditions by us, or (c) any business losses or other losses that are incurred by non-consumers.

11. OUR WEBSITE

11.1 This paragraph 11 governs your use of our website at: www.otcbeverages.com. If you use our website, you are agreeing to the provisions of this paragraph 11.

11.2 We do not guarantee, represent or warrant that our website, or any content on it, will always be (i) error free or free from defects, (ii) uninterrupted, (iii) free from harmful components (including but not limited to viruses), or (iv) available. We will not be liable to you if, for any reason, our website is unavailable at any time or for any period. We may also suspend, withdraw or change any part of our website without notice.

11.3 The images we use on our website are used for illustrative purposes and are automatically protected under UK copyright law. It is your responsibility to ensure that any product or information available on or through our website meets your specific requirements. Your use of information from our website is entirely at your own risk, for which we will not be liable. You may not use our website, or any part of it, for any commercial purpose without obtaining a licence to do so from us.

11.4 You agree to use our website only for lawful purposes and in a way that does not infringe the rights of anyone else or restrict or inhibit anyone else's use or enjoyment of our website. Specifically, you may not use our website (a) in a way that breaches any laws or regulations, or is fraudulent, or has any unlawful or fraudulent purpose or effect (b) to transmit, or procure the sending of, unsolicited or unauthorised advertising or promotional material or any similar material or (c) to knowingly transmit, send or upload any data or material that contains any virus, spyware, adware or other harmful program or code designed to adversely affect the operation of any computer software or hardware.

11.5 Our website may include links to other websites; these are provided for your convenience and to provide further information that we think you may be interested in. They do not signify that we endorse the relevant website(s) and we have no responsibility for the content of any such linked website(s).

12. INTELLECTUAL PROPERTY

12.1 We retain all intellectual property rights in all patterns, designs, drawings, specifications, documents, samples, artwork, materials, text and information that we provide to you prior to, or during the course of processing, your order. All such rights are hereby expressly reserved by us.

12.2 You are granted no right(s) or licence, under these terms and conditions or otherwise, with respect to any of our intellectual property rights. As such, any unauthorised use by you of our intellectual property rights is strictly prohibited.

12.3 We are also the owner (or licensee) of all intellectual property rights in our products, including (without limitation) all logos, packaging, designs, text, images, photographs, illustrations, artwork, graphic material and other copyrightable or other legally protectable rights, and also the "look and feel" of our products (whether registered or unregistered). All such rights are hereby expressly reserved by us

12.4 We are also the owner (or licensee) of all intellectual property rights in our website, and all material published on our website, including (without limitation) all software, logos, designs, text, images, photographs, illustrations, audio and video clips, artwork, graphic material and other copyrightable or other legally protectable content on our website, and also the "look and feel" of our website (whether registered or unregistered). All such rights are hereby expressly reserved by us.

12.5 You acknowledge that any breach (or threatened breach) by you of this paragraph 12 may cause irreparable harm to us and our business, for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages that are available to us, you expressly acknowledge and agree that, in relation to any such breach (or threatened breach), we will be entitled to the remedies of specific performance, injunction and other equitable relief, in each case without proof of any special damages.

13. **PRIVACY AND PERSONAL DATA**

Your privacy and personal information are important to us. Any personal information you provide to us will be dealt with in line with our **Privacy Policy**. Our Privacy Policy is available on our website at www.otcbeverages.com and explains (i) what personal information we collect from you (ii) how and why we collect, store, use and share such information (iii) your rights in relation to your personal information and (iv) how to contact us, and our supervisory authorities, if you have a query or complaint about our use of your personal information.

14. **OTHER IMPORTANT TERMS**

- 14.1 *Disputes:* we will try to resolve any disputes with you quickly and efficiently. If you are unhappy with one of our products, our service generally or any other matter, please contact us as soon as possible. We will try to resolve any other issues or disputes that arise as quickly and efficiently as possible.
- 14.2 *Variations:* we may change these terms and conditions from time to time. We will inform you via our website, or by email, as and when any such changes are made.
- 14.3 *Transfer:* we may transfer our rights and obligations under these terms and conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer does not affect your statutory rights. You may not transfer or assign your rights or obligations hereunder to any other person.
- 14.4 *Third party rights:* these terms and conditions, and your order, comprise the contract between you and us. No other person will have any rights to enforce any provision of that contract. Neither of us will need to get the agreement of any other person in order to end the contract or to make any changes to it.
- 14.5 *Severance:* each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the other paragraphs will remain in full force and effect.
- 14.6 *End of our contract:* if the contract between us is ended, it will not affect our right to receive any money which you owe to us in accordance with the contract.
- 14.7 *Waiver:* if we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you if you breach the contract between us, that will not mean you no longer have any obligations to us and it will not prevent us taking steps to enforce the contract against you at a later date. For example, if you fail to make a payment to us, and we do not chase you for it but we still supply the relevant product to you, we can still require you to make the payment at a later date.
- 14.8 *Governing law and jurisdiction:* these terms and conditions, and any dispute or claim arising in connection with these terms and conditions or their subject matter or formation (including any non-contractual disputes or claims), will be governed by, and construed in accordance with, the laws of England. You and we irrevocably agree that the courts of England will have exclusive jurisdiction to settle any such dispute or claim.