

## GENERAL TERMS AND CONDITIONS FOR ONLINE SALES

[www.neurae.com/en-GB](http://www.neurae.com/en-GB)

Updated: April 2024

This page (together with our [Personal data protection Policy](#), [Cookies Policy](#) and our [Legal Notice](#)) tells you information about us and the legal terms and conditions on which we sell any of the products listed on our website ([www.neurae.com/en-GB](http://www.neurae.com/en-GB)) ("Website") to you.

These terms will apply to any contract between us for the sale of products to you. Please read these terms carefully and make sure that you understand them, before ordering any products from the Website. You may print and store a copy of these terms for your records. Please note that before placing an order you will be asked to agree to these terms. If you refuse to accept these terms, you will not be able to order any products from the Website.

We amend these terms from time to time as set out in clause 12 (*Changes to these Terms*). Every time you wish to order products, please check the terms to ensure you understand the terms which will apply at that time.

### 1. PRELIMINARY PROVISIONS

#### 1.1 Identity of the Seller

The Website is owned and operated by SISLEY UK Ltd., a company incorporated and registered in England and Wales with company number 03499639 whose registered office is at 33 Foley Street, 5<sup>th</sup> Floor, London, W1W 7TL United Kingdom (the "Company") and with VAT registration number 719 0994 06.

#### 1.2 Identity of the Purchaser

For the purposes of these terms, the term "Purchaser" means the person buying products on the Website (the Products). To be eligible to purchase the Products on the Website, the Purchaser must be an end-consumer (i.e. an individual, not acting as a retailer) residing in the United Kingdom and must be at least 18 years old.

By placing an order, the Purchaser agrees that:

- they are eligible to purchase the Products on the Website;
- the purchase of the Products on the Website is unrelated to any professional activity and is limited to personal use; and
- they will not resell or distribute the products purchased on the Website or any samples.
- The Purchaser accepts these General Terms and Conditions for online sales. The Purchaser may save or print these terms without changing them.

#### 1.3 Information on the products

The images of the products on the Website are for illustrative purposes only. Although the Company makes every effort to display the colours accurately, the Products received may vary slightly from those images.

All products shown on the Website are subject to availability. The Company will inform the Purchaser by e-mail as soon as possible if ordered is not available.

The Company reserves the right to add new products, remove products or change their appearance or price at any time. In the absence of an error, the Information on the products and prices applicable to the order will be those appearing on the Website at the time the Purchaser confirms their order.

#### 1.4 Customer Services

For any information, questions or advice on the order or the products, please contact the Company's Customer Service:

- by telephone on +44 2030485280 (free phone)
- through the [Contact Form](#) section of the Website
- by e-mail to: [customerservicesuk@neurae.com](mailto:customerservicesuk@neurae.com)
- by post to: SISLEY UK Ltd., Customer Services Neurae, 33 Foley Street, 5<sup>th</sup> Floor, London, W1W 7TL United Kingdom

### 2. THE ORDER

#### 2.1 Order Process

##### 2.1.1 Order on the Website

The Purchaser selects the product(s) of his/her choice and adds it/them under the heading "Pay". He/she can check the details of the planned purchase and change them at any time.

The Purchaser must then validate his/her details, billing address, location and form of delivery and the selected payment method. Please take the time to read and check the order at each page of the order process.

As soon as the Purchaser confirms his/her order by clicking on the “*Confirm your payment*” icon, the Purchaser is considered to have confirmed the contents and conditions of the order, the prices, characteristics, quantities and delivery deadlines for the ordered products. The order cannot be amended after this point.

#### *2.1.2 Order by telephone*

The Purchaser may also order products by calling +44 2030485280 (free phone). These terms will also apply to purchases made by telephone.

#### 2.2 Order confirmation

After the order is placed, the Company will send the Purchaser an e-mail summarising the terms and conditions of the order. Please note that this does not mean that the order has been accepted. The Company’s acceptance of the order will take place when the products are dispatched for delivery.

The Purchaser may track the status of the order and download his/her invoice in the “*Your Account*” section on the Website.

Orders can only be processed via the Website or the telephone.

#### 2.3 Unavailability of products

If a product the Purchaser has ordered is unavailable, the Company will inform the Purchaser before any other purchased products are dispatched. Only the products which are dispatched will be invoiced.

#### 2.4 Cancellation of the order

The Company reserves the right to cancel any orders at its discretion including without limitation:

- where the products are unavailable;
- where the Purchaser orders more than four (4) products of one reference;
- where the Company has reason to believe that the Purchaser does not comply with the eligibility criteria set out in these terms;
- where the information provided by the Purchaser is incomplete or inaccurate;
- where the Purchaser fails to pay any amounts owed by it to the Company ; and
- where there are events beyond the Company’s control as set out in clause 9 (Events outside the Company’s control).

The Purchaser may cancel his/her order by exercising his/her right of withdrawal under the conditions stipulated in clause 6 (*Right of Cancellation*).

### **3. PRICES**

The sale prices of the Products are indicated in Pounds (GBP) with VAT included and may vary over the course of the year, but the Products ordered are invoiced at the rate in effect on the day of the order and excluding delivery charges.

The Company takes reasonable care to ensure that the prices of the Products are correct at the time when the relevant information was entered onto the system. However if the Company discovers an error in the price of the Products ordered, the Company will notify the Purchaser of the correct price and if the Purchaser does not wish to purchase the Products at that price, the order will be cancelled.

The delivery charges are as quoted on the Website. To check relevant delivery charges, please refer to the [Delivery Charges](#) page.

### **4. PAYMENT CONDITIONS**

4.1 The Company accepts that orders can be paid for via any of the payment methods available on its website. Payment by cheque is not accepted.

Payment for the Products and all applicable delivery charges is in advance. The Company will charge the Purchaser’s debit card or credit card until the order is dispatched.

4.2 The entire transaction shall be effected in encrypted mode and the banking data of the Purchaser shall not transmit via the Website but through the payment platform of the service provider ADYEN which secures payments and prevents credit card fraud. The Company reserves the right to check information provided by the Purchaser in requesting an identity document such as a copy of identity card by e-mail or by post, thereby suspending the Order without any kind of compensation claimed by the Purchaser.

As part of the fight against internet fraud, information relating to your order may be sent to any competent authority for verification.

The Purchaser guarantees to the Company that he/she has the necessary authorisations to use the payment method he/she has chosen, when registering the order form.

The Company reserves the right to suspend or cancel any order and / or delivery, whatever its nature and level of execution, in the event of non-payment of any sum which would be due by the Purchaser or in the event of payment incident.

In order to facilitate the purchase process on the Site, the Purchaser will have the possibility to save its bank details in encrypted mode and in a secure manner via the "My saved payment cards" option. In the event that the Purchaser no longer wishes this option, he/she may at any time delete his bank details or create new ones in the "Payment method" section of the purchase process.

4.3 The Purchaser can pay for his/her order(s) by PayPal, provided he/she has an account with PayPal. It is specified that it is the General Conditions of Use of PayPal that apply.

4.4 The Purchaser can pay for their order(s) via Klarna, providing they have a Klarna account. Klarna allows you to split your purchase into 3 interest-free payments on orders with a minimum value of £35 pounds and a maximum value of £1,000 pounds. Klarna also allows you to defer your payment by 30 days for orders up to the value of £600 pounds. Late fees will be charged for late payments. Klarna's General Terms and Conditions apply.

## **5. DELIVERY**

### 5.1 Delivery procedures

The Products are only delivered in the United Kingdom (excluding overseas territories and PO Box Addresses).

When ordering, the Purchaser should choose the most convenient delivery method from amongst those proposed and, if required, should provide clear delivery instructions if the delivery address is difficult to locate or access.

### 5.2 Delivery deadlines

The delivery time of the Products will depend on the option selected by the Purchaser when placing the order, and will in any event be within thirty (30) days of order, except if affected by events beyond the Company's control as set out in clause 10 (Events outside the Company's control). Any delivery dates are estimates only and the Company does not guarantee that delivery will occur on the given date.

If no one is available at the delivery address to take delivery, the delivery driver will leave a note with details of how to rearrange delivery or collect the products. If the Purchaser does not collect the products or does not take delivery of the Products within a reasonable period and the order is returned to the Company, the Company will be entitled to treat the order as having been cancelled and will refund the amount of the order.

### Verification of the order on receipt

The Purchaser should check immediately the condition of the package upon delivery. If the Purchaser has any concerns regarding the condition of the package or if any products are missing from the order or are incorrect or faulty, the Purchaser should immediately inform the delivery driver and notify the concerns on the delivery slip or, if this is not possible, should notify the Company's [Customer Service Team](#) as soon as possible.

The Products will be the Purchaser's responsibility from the completion of delivery. The Purchaser will own the Products once they have been delivered provided that the Company has received payment in full, including all applicable delivery charges.

## **6. RIGHT OF CANCELLATION**

### 6.1 Right of cancellation

The Purchaser has the legal right to cancel their order and withdraw from the contract without reason within the period of fourteen (14) days of the date of receipt of his/her order. If that fourteen (14) day period expires on a Saturday, a Sunday or a public holiday, the deadline will be extended until the following business day.

In order to exercise this right, the Purchaser shall, before the expiry of the fourteen (14) day deadline, inform the Company of his/her desire to cancel the contract. This may be done using the methods below (but these methods are not obligatory):

- completing the cancellation form at the bottom of these terms;
- completing the return form contained in the package;
- sending a letter or e-mail addressed to the Company's [Customer Service Team](#) and including the following information: name, postal address and, if available, the Purchaser's telephone number, order number and e-mail address.

### 6.2 Return of Products

Where the Purchaser exercises their right to cancel, they must return the cancelled products to the Company within fourteen (14) days of the date of cancellation. Unless the products are incorrect, inaccurate or faulty at the time of delivery, the Purchaser will be responsible for the cost of returning the products to the Company.

The products should be returned complete but not partial and in good condition in the original packaging. All returns should be sent to the following address: Staci, Swift Park, Old Leicester Road, Rugby, CV21 1DZ, United Kingdom accompanied by the return form (available under the Your Account heading on the Website or inserted into the package).

**For hygiene reasons, cosmetic products must be returned intact, in good condition, unopened and in a condition which is suitable for resale. Opening these products will make them unsuitable for future resale. Failing to return the complete and original packaging will also reduce resale value, and the Purchaser's refund may be reduced to reflect this.**

If any free or multi-purchase discount products were included in the cancelled order, these must also be returned with the cancelled products.

The Purchaser should retain the proof of postage and provide it to the Company in the unlikely event that the Company does not receive the returned products.

The products should be returned in good condition and the Purchaser has a duty to take reasonable care of the goods.

#### Reimbursement following cancellation

The Company will refund to the Purchaser the amount paid for the cancelled products together with the delivery charges within a maximum period of 14 days from the qualitative and quantitative verification of the returned products.

Refunds will only be made against the original debit card or credit card used.

### **7. OTHER RETURNS – DAMAGED, FAULTY, INCORRECT ITEMS**

The Company hopes that its Purchasers are very happy with the Products. The Company are under a legal duty (under the Consumer Rights Act 2015) to supply products that are as described, fit for purpose and of satisfactory quality. Nothing in these terms will affect the Purchaser's legal rights. For detailed information on his/her legal rights the Purchaser should visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk). In the unlikely event that a Purchaser receives a product which does not comply with these requirements, please contact the Company's [Customer Service Team](#) and then return the product to Staci, Swift Park, Old Leicester Road, Rugby, CV21 1DZ, United Kingdom, accompanied by the return form (available under the Your Account heading on the Website or inserted into the package).

If the products do not comply with those requirements, the Purchaser will receive a full refund of the price of the Products together with the applicable delivery charges and the cost of postage or collection.

### **8. LIABILITY**

The Company only supplies products via the Website for domestic and private use. The Purchaser agrees not to use any products purchased from the Company's Website for any commercial business or re-sale purposes.

The Purchaser should ensure that they have read the label before using any Products and comply with any instructions for using the Products.

If the Company fails to comply with these terms or is negligent, the Company will be responsible for any loss or damage which the Purchaser suffers that is a foreseeable result of the Company's breach of these terms or its negligence, but will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of the Company's breach or if, at the time the products were dispatched, both the Company and the Purchaser knew it might happen.

The Company does not in any way exclude or limit its liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation or in any other circumstances which are not permitted by law (including for breach of the Purchaser's legal rights in relation to the products).

### **9. EVENTS OUTSIDE THE COMPANY'S CONTROL**

The Company will not be liable or responsible for any failure to perform, or delay in performance of, any of the Company's obligations under its contract with the Purchaser that is caused by events outside of the Company's reasonable control.

### **10. GENERAL**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If the Company fail to insist that the Purchaser perform any of its obligations under these terms, or if the Company do not enforce its rights against the Purchaser, or delays in doing so, that will not mean that the Company has waived its rights against the Purchaser and will not mean that the Purchaser does not have to comply with those obligations.

These terms are governed by English law. This means that the contract for the purchase of the Products through the Website and any dispute or claim arising out of or in connection with it will be governed by English law. The Purchaser and the Company agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if the Purchaser is a resident of Northern Ireland the Purchaser may also bring proceedings in Northern Ireland, and if the Purchaser is a resident of Scotland, the Purchaser may also bring proceedings in Scotland.

## **11. USE OF THE WEBSITE AND USE OF PERSONAL INFORMATION**

The Purchaser's use of the Website is governed by the terms set out in the [Legal Notice](#) page.

The Company will only use the Purchaser's personal information in accordance its [Personal data protection Policy and Cookies Policy](#).

The Purchaser should take time to read these documents as they contain important terms which apply to the Purchaser.

## **12. CHANGES TO THESE TERMS**

The Company may revise these terms and conditions from time to time including without limitation in the following circumstances:

- to make changes to the order and delivery process;
- to make changes to the way in which payment is accepted;
- to reflect changes in relevant laws and regulatory requirements.

Every time a Purchaser places an order for the Products, the terms in force at that time will apply to the contract between the Company and the Purchaser.