

General Terms and Conditions Ultramedica, Webshop

Article 1. General

- 1.1. These terms and conditions apply to all offers from and to all assignments provided to Synofit Europe B.V. (hereinafter referred to as: "Synofit") for the sale and delivery of products by Synofit (hereinafter referred to as: "Goods"), and to all agreements with Synofit with regard to this subject.
- 1.2. The terms and conditions are accessible to everyone and are included in the Synofit website. These general terms and conditions will be made available to you prior to concluding the agreement. We will email a written copy to the consumer upon request.
- 1.3. By placing an order the consumer signifies their agreement to these terms and conditions.
- 1.4. Synofit retains the right to amend its terms and conditions of supply and/or payment in the course of time.

Article 2. Prices

- 2.1. All prices stated on our website are in pounds, including 0% or 20% VAT.
- 2.2. All prices on the website are subject to the proviso of printing, typesetting and technical errors and subject to price changes as a result of changes in the VAT rates. No liability is accepted for the consequences of printing and typesetting errors.
- 2.3. No delivery charges apply to deliveries within the UK for orders over £ 50 unless agreed otherwise. Delivery charges of £ 2.50 apply to orders up to £ 50 unless agreed otherwise.

Article 3. Delivery

- 3.1. Synofit will observe the necessary due care when taking receipt of and executing orders for Goods.
- 3.2. The delivery of Goods will take place for as long as the stock levels are sufficient.
- 3.3. The address that the consumer makes known to Synofit applies as the delivery destination.
- 3.4. As a rule, the delivery period of Goods amounts to 10 working days from the order date. If this is not possible (due to the fact that the Goods are not in stock, or are no longer available), or there is delay for other reasons, or an order cannot be delivered, or as the case may be can only be partially delivered, the consumer will in any event receive a message within two days after placing the order and the consumer will in that event have the right to cancel the order without incurring costs or being required to provide notice of default.
- 3.5. The obligation to supply on the part of Synofit will be fulfilled, unless there is proof to the contrary, as soon as Synofit has offered the Goods to the consumer once. In the event of delivery to

the home address the report of the carrier, containing the refusal of acceptance, will be conclusive evidence of the offer to deliver.

3.6. The current expected delivery date will be stated in the Webshop. All the periods referred to on the website are indicative. No rights can therefore be derived from the periods referred to.

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Article 4. Approval period/right of withdrawal

4.1. If there is a consumer sale in accordance with the Act concerning Distance Sales (Section 5 Book 7 of the Civil Code), the consumer will have the right to return (a part of) the UNOPENED delivered Goods within a period of 14 working days without stating reasons. This period commences at the time when the ordered Goods are delivered. If the consumer has not returned the delivered Goods to Synofit at the end of this period the sale will be a fact. The consumer will be obliged, prior to proceeding with returning, to report this to Synofit within the period of 14 working days after delivery. The consumer must prove that the delivered Goods are returned in a timely manner, for example by means of proof of mail delivery. The Goods must be returned in their original packaging and in a new condition. If the Goods have been used, encumbered by the consumer, or have become damaged in any manner whatsoever, the right to termination within the meaning of this subclause will lapse. With due regard to that which is determined in the previous sentence Synofit will be responsible for ensuring that, within 30 days after the proper receipt of the return consignment, the full purchase amount including the charged dispatch costs will be repaid to the consumer. The return shipment of the delivered Goods will be entirely at the expense and risk of the consumer.

4.2. The right of withdrawal does not apply to:

- a) Goods the price of which is attached to fluctuations in the financial market, which the supplier has no control over;
- b) Goods that have been produced in accordance with specifications from the consumer, for example tailor-made items, or those that have a clear personal character;
- c) Goods that by their nature cannot be returned, for example with regard to hygiene, or that can quickly decay or age.

Article 5. Data management

5.1. When the consumer places an order with Synofit the data of the consumer will be included in the customer base of Synofit. Synofit complies with the Personal Data Protection Act and will not provide your data to third parties.

5.2. Synofit respects the privacy of the users of the website and is responsible for ensuring the confidential treatment of your personal data.

Article 6. Guarantee

6.1. Synofit guarantees that the products comply with the agreement, the specifications stated in the offer and with the reasonable requirements of sound condition and/or usability and the statutory provisions and/or government regulations existing on the date of the coming into effect of the agreement.

6.2. The guarantee/shelf life of the Goods corresponds with the manufacturer's warranty term. However, Synofit will never be liable for the ultimate suitability of the Goods for every individual application by the consumer, nor for any advice with regard to the use or the application of the Goods.

6.3. The consumer is obliged to inspect the delivered Goods upon receipt. If it appears that the delivered goods are incorrect, inferior or incomplete, the consumer must immediately report these defects to Synofit (prior to proceeding with returning these to Synofit). The Goods must be returned in their original packaging and in a new condition. Making use of the Goods after noticing a defect, damage arisen after noticing a defect, encumbrance and/or resale after noticing a defect will cause this right to complain and return to lapse entirely.

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6.4. If complaints made by the consumer are found to be well-founded by Synofit, Synofit will at its discretion replace the delivered Goods free of charge, always provided that the liability of Synofit and consequently the amount of the compensation is always limited to no more than the invoice amount of the Goods concerned. All liability of Synofit for any other form of damage is excluded, also including additional compensation of damages in whatsoever form, compensation of indirect damage or consequential loss, or damage due to lost profit.

Article 7. Offers

7.1. Offers are non-binding unless stated otherwise in the offer.

7.2. Upon the acceptance by the consumer of a non-binding offer Synofit retains the right to withdraw this offer, or derogate therefrom, within the period of 3 working days after receipt.

7.3. Verbal promises will only bind Synofit after these have been expressly confirmed in writing.

7.4. Offers from Synofit will not automatically apply to repeat orders.

7.5. Synofit cannot be held bound to its offer if the consumer ought to have understood that the offer, or as the case may be a part thereof, contained an obvious error or clerical error.

Article 8. Agreement

8.1. An agreement between Synofit and a consumer will come into effect at the time of the acceptance by the consumer of the offer and the fulfilment of the terms and conditions set out thereby and after an order assignment has been assessed by Synofit as feasible. Synofit will promptly confirm the receipt of the acceptance of the offer by email.

8.2. Synofit retains the right, without stating reasons, to not accept orders or assignments, or to exclusively accept these subject to the condition that the dispatch will take place with cash on deliveries, or after advance payment.

Article 9. Images and specifications

9.1. Synofit is the entitled party of all images, photos, drawings, etc., including the data concerning weights, dimensions, measurements, colours, images of labels, etc. on Synofit's website, which furthermore only apply as estimates and are indicative and cannot give cause for compensation.

Article 10. Force majeure

10.1. Synofit will not be liable, if and insofar as its obligations cannot be fulfilled resulting from force majeure.

10.2. Force majeure includes every extraordinary cause, as well as every circumstance, which in all reasonableness ought not to be at the risk of Synofit. Delay or breach of contract on the part of our subcontractors, breakdowns of the Internet, power failure, breakdowns in email traffic and breakdowns or changes in technology delivered by third parties, transport problems, industrial actions, governmental measures, delays in the supply, negligence on the part of suppliers and/or manufacturers of Synofit, as well as of auxiliary persons, sickness of personnel, defects of auxiliary materials or means of transport expressly apply as force majeure.

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10.3. If Synofit at the occurrence of the force majeure has already partially fulfilled its obligations, or can only fulfil its obligations partially, Synofit will be entitled to invoice separately for the already delivered or deliverable part and the purchaser will be obliged to pay this invoice as if it concerned a separate contract. However, this does not apply if the part already delivered or deliverable part does not have an independent value.

Article 11. Liability

11.1. Synofit will not be liable for damage arisen due to incorrect use of the Goods.

Article 12. Applicable law

12.1. The law of the United Kingdom exclusively applies to agreements between Synofit and the consumer, which these general terms and conditions relate to.

Our general Terms and Conditions of Sale and Supply apply to all our offers/tenders for the sale and/or delivery of Goods. We will forward a copy of these General Terms and Conditions of Sale and Supply to you free of charge upon request.

The General Terms and Conditions of Sale and Supply can also be consulted through www.synofit.co.uk