

GENERAL TERMS AND CONDITIONS

UNITED KINGDOM

1. GENERAL PROVISIONS

a. The following Terms and Conditions (“T&Cs”) form an integral part of any contract concluded between Unicity Europe B.V., Celsiusweg 60, NL-5928 PR Venlo („Unicity“) or their independent distributors („Franchise Partner“) to preferred customers and retail customers („Customers“) for the sale of goods. Unicity shall render its services exclusively on the basis of these T&Cs and reserves the right to amend the T&Cs at any time.

b. The T&Cs enforceable against the Customer shall be those existing on the date when the order was placed.

c. By placing the order, the customer declares that s/he is at least eighteen (18) years old. S/he also declares that the products purchased are not for commercial but for private use.

2. CONCLUSION OF CONTRACT

a. The products which are presented in Unicity’s online shop (www.unicity.com) or catalogue do not constitute a binding offer to conclude a contract. By placing the order, the Customer submits a binding offer to purchase the products that are subject to his/her order. In case orders are placed via the online shop or telephone, Unicity will confirm receipt of the order by e-mail immediately after the ordering process is completed (“order confirmation”). The contract is concluded once the products have been dispatched.

b. Online orders can be added to the shopping cart by clicking the „Add to cart“ button. After entering the information required to process the contract the customer submits a binding offer by clicking the „Buy now“ button. By submitting the order, the Customer acknowledges to have read, understood and accepted the T&Cs and the Privacy Policy.

3. EASYSHIP SUBSCRIPTION

Easyships subscriptions can be cancelled at any time. In order for the cancellation to be effective for the upcoming month, Unicity must receive the cancellation no later than 10 days prior to the next Easyships delivery.

4. PRICE, PAYMENT & DELIVERY

a. All product sale prices include statutory sales taxes (VAT) and correspond to those displayed on the website or price list at the time the order is placed by the Customer. Shipping costs depend on the country of delivery and can be viewed online (Unicity Shipping Costs). They are separately itemised and included in the total costs.

b. The following payment methods are accepted:

- Credit card (Visa and MasterCard) – all countries
- SEPA Direct Debit – Austria, Germany, the Netherlands
- Bank transfer – all countries. (Payment via bank transfer is not possible for Easyships subscriptions.)

c. Product deliveries will be made within the EU. Delivery will be made as soon as possible (usually after 10 days), but no later than 30 days after the day on which we accept your order.

d. When the website or the price list is updated, previous price information becomes invalid.

e. Offsetting with counterclaims of the customer that are not recognised or not legally established is excluded.

f. If the collection of claims is handed over to a collection agency after the debtor has defaulted, the customer is obliged to bear the incurred and reasonable costs for the corresponding claim. Any further compensation by Unicity remains unaffected.

5. RIGHT OF WITHDRAWAL

a. Withdrawal right

The Customer is entitled to withdraw from this contract within fourteen (14) days without giving any reason.

The withdrawal period is fourteen (14) days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods. In the case of a contract for several goods ordered as part of a single order and delivered separately, the period begins from the day on which you or a third party named by you, who is not the carrier, have taken or has taken possession of the last goods.

To exercise the withdrawal right, the Customer must inform

Unicity Europe B.V., Celsiusweg 60, NL-5928 PR Venlo

Telefon: +44 (0)20 34558081 / +31 (0)23 2047001

Telefax: +41 (0)41 511 13 35

E-Mail: service.management@unicity.com

UNICITY EUROPE B.V.

CELSIUSWEG 60, NL-5928 PR VENLO
SERVICE.MANAGEMENT@UNICITY.COM

CH: +41 (0)41 511 13 33
DE: +49 (0)30 21782128

of his decision to withdraw from the contract by a clear statement (e.g. a letter sent by post or e-mail). The withdrawal form appearing at the bottom of these T&Cs may be, but is not required to be, used for this purpose.

To meet the deadline, it is sufficient for the Customer to send his communication concerning his exercise of the withdrawal right before the withdrawal period has expired.

b. Effects of withdrawal

If you cancel this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which Unicity receives notification of your cancellation of this contract. For this repayment, Unicity will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you. Under no circumstances will you be charged any fees for this repayment.

Unicity will carry out the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of the reimbursement.

Unicity may withhold reimbursement until Unicity has received the products back or the Customer has supplied evidence of having sent back the products, whichever is earliest.

The Customer shall send back the products at its expense, to the following address:

Return address:

Unicity Europe BV C/O Huboo Technologies Ltd, Unit 2 Interplex
16 Ash Ridge Rd, BS32 4QE Bradley Stoke, Bristol, United Kingdom

The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods. You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking the condition, properties and functioning of the goods.

6. SATISFACTION GUARANTEE

a. In addition to the statutory right of withdrawal, Unicity grants all Customers who are not satisfied with the products a period of 60 days after purchase a full refund of the product purchase price (excluding delivery costs). To do so, the Customer must request a Return Authorization Number (RMA). Shipping and return costs within the context of the customer satisfaction guarantee shall be borne by the customer as a matter of principle. The costs for goods returned freight collect will be charged in full.

b. Customers who are still not satisfied may wish to access an Alternative Dispute Resolution provider. The European Commission provides a platform for online dispute resolution. The platform can be found at www.ec.europa.eu/consumers/odr. However, Unicity is neither obliged nor willing to participate in the dispute resolution procedure.

7. WARRENTY

Unicity shall be liable for any non-conformity of the products as stipulated by the statutory warranty provisions.

In the event that the catalogue, web pages or other materials containing pricing information contain obvious errors (typographical or arithmetical errors), Unicity reserves the right to charge the correct price.

In all other respects, Unicity excludes liability for slightly negligent breaches of contract. The same applies to breaches of contract by auxiliary persons.

8. APPLICABLE LAW / SEVERABILITY

a. For all disagreements and legal disputes arising in connection with the business relationship, German law shall apply exclusively for customers from Germany, Austrian law exclusively for customers from Austria and Swiss law exclusively for customers from Switzerland, in all countries excluding the UN Convention on Contracts for the International Sale of Goods.

b. In principle, the place of jurisdiction shall be the customer’s place of residence. If a customer is an entrepreneur, the place of jurisdiction is agreed to be Munich for German entrepreneurs, Vienna for Austrian entrepreneurs and Zurich for Swiss entrepreneurs.

9. PROTECTION OF PERSONAL DATA

The Customer’s personal data (“Customer Data“) will be used in compliance with the Regulation (EU) 2016/679 (EU GDPR) and any local applicable Privacy regulation. More details are available in Unicity’s Privacy Policy.

AT: +43 (0)72 0778220
UK: +44 (0)20 34558081

FR: +33 (0)181 221234
SP: +34 (0)93 2204917

MODEL WITHDRAWAL FORM FOR RETAIL CUSTOMERS

UNITED KINGDOM | VALID AS OF MARCH 2023

Complete and return this form only if you wish to withdraw from the contract.

To:

I/We(*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale for the following goods (*)/for the provision of the following services (*):

Ordered on (*)/received on (*):

Name of consumer(s):

Address of consumer(s):

Date:

Signature of consumer(s):

(only if this form is notified on paper)

(*) Please delete as appropriate.