



TERMS OF SUPPLY

This is an important part of our site, please read it carefully.

This page (together with the documents referred to on it) tells you the terms and conditions (**Terms**) on which we supply any of the products (**Products**) listed on our website www.abcpharmacy.co.uk (**our Site**) to you. Please read these Terms carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these Terms.

You should print a copy of these Terms for future reference, however please note paragraph 19 below which explains that we may change these Terms from time to time.

Please understand that if you refuse to accept these terms, you will not be able to order any Products from our Site.

1. INFORMATION ABOUT US

- 1.1 www.abcpharmacy.co.uk is a site operated by ABC Drugstores Limited (**we**). We are registered in England and Wales under company number 2825947 and with our registered office at 16 Lansdowne Road, London SW20 8AW. Our main trading address is 196-198 Portobello Road, London W11 1LA. Our VAT number is 629 3307 37.
- 1.2 We are regulated by the Royal Pharmaceutical Society of Great Britain.

2. SERVICE AVAILABILITY

Our Site is only intended for use by people in the United Kingdom. We do not accept orders from people outside the United Kingdom. All orders must be completed in the English Language.

3. YOUR STATUS

By placing an order through our Site, you warrant that:

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old; and
- (c) You are accessing our site from the United Kingdom.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 4.1 After placing an order, you will receive an email from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product or Products. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms that the Product or Products (as the case may be) has or have been dispatched (the **Dispatch Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Dispatch Confirmation.
- 4.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We may choose not to accept your order, or any part of it, for any reason and will not be liable to you or to anyone else in those circumstances. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation. If the Products that you have offered to buy are not available we will notify

you of this by email. If we do not accept your order, or any part of it, and/or we notify you that any Product that you have offered to buy is unavailable, any cash refund that we make will be by a payment to the original payment card that you used when you paid for that Product. If we make a refund as referred to above, we will also refund any points collected by you under the [ABC Pharmacy Points Scheme] (**Points**), which you have spent on the relevant Product, by re crediting those Points to your [ABC Points Scheme] account (**Account**), and will deduct from your Account any Points that you collected when you bought that Product. If we refund a payment in respect of some of the Products (**Specified Products**), but not all of the Products, comprised in an order which you originally paid for with both Points and cash (**Multiple Order**), we will refund to you Points of a value equal to that proportion of the price of the Specified Products, that the total value of the Points spent by you on the Multiple Order, bears to the total price of the Multiple Order, and we will refund to you the balance of the price of the Specified Products in cash. Any cash refund that we make will be by a payment to the original payment card that you used when you paid for that Product.

5. **OUR PRODUCTS**

The sale of any Product by us does not mean that we consider it safe or suitable for you and/or the person who you have bought it for. Before buying any of our Products you must, where appropriate, check with a suitably qualified medical practitioner or pharmacist that it is safe and suitable for you and/or for the person who you have bought it for, and follow their advice on any appropriate dosage and/or other limitation that they consider advisable in respect of the Product's use. Before using the Product, you must read and make sure that you understand any instructions on its label and/or which may accompany it. Without prejudice to the warranty given in paragraph 11.1 below, we give no warranty that any Product will be effective, and/or appropriate or suitable, for you and/or the person who you have bought it for, and, without prejudice to the general nature of the disclaimer in paragraph 11, we disclaim all liability arising as a result of any Product proving to be unsafe or unsuitable for you and/or any person who you have bought it for and/or as a result of any failure to follow any instructions on the label and/or accompanying the Product.

6. **CONSUMER RIGHTS**

6.1 If you are contracting as a consumer, save as set out in paragraph 6.3 below, you may cancel a Contract in respect of either some, or all, of the Products that that Contract relates to, at any time within seven working days, beginning on the day after you receive the Products by telephoning us as referred to in paragraph 6.1. In this case, you can either request a full refund of the price paid for the relevant Products, or you can request that the relevant Products be exchanged, in accordance with our refunds and exchanges policy set out in paragraph 10 below. If you cancel a Contract in respect of some of the Products that it relates to, this will not affect the Contract insofar as it relates to any Products that have not been cancelled.

6.2 If you want to cancel a Contract in respect of any Product you must tell us by telephoning our freephone telephone number: 0800 9709123, telling us whether you want a refund, or whether you want to exchange the Product in accordance with paragraph 10.2 below. After we have spoken to you, we will email to you a return authorisation in respect of the relevant Product (**Return Authorisation**), explaining how you should return the Product to us. When you return a Product to us, you must return the Return Authorisation with it.

- 6.3 Any Product must be returned to us unused (except to the extent that was reasonably necessary for you to examine it) in its original packaging and condition, however in the case of any Product bearing a product seal, you must leave that seal intact). Products must be returned at your own cost (save where referred to below) and risk. Until such time as Products are returned, you must retain possession and take reasonable care of them. You must not return any Product without obtaining a Return Authorisation from us and sending it to us with the Product.
- 6.4 You will not have any right to cancel a Contract in respect of Products which are perishable, such as food items, or which are intended for internal consumption, or if there are any health or safety issues relating to the Products such as in the case of medicines or sanitary Products, unless the Products are damaged or faulty when delivered to you or have been incorrectly delivered.
- 6.5 Our cancellation rights in these Terms will be confirmed in the Dispatch Confirmation. These cancellation rights do not affect your statutory rights.

7. AVAILABILITY AND DELIVERY

Subject to due payment for the Products as set out in paragraph 9.6 below, our order will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

8. RISK AND TITLE

- 8.1 The Products will be at your risk from the time of delivery.
- 8.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

9. PRICE AND PAYMENT

- 9.1 The price of any Products will be as quoted on our Site from time to time, except in cases of obvious error. By clicking on the relevant command on our Site, you can request a VAT inclusive, or non VAT inclusive, price for each Product however please note that ABC will charge VAT on all sales, as required, and/or at the rate required, by law.
- 9.2 All prices quoted exclude delivery costs, which will be added to the total amount due as set out in our Delivery Guide which is accessible from the store menu.
- 9.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.
- 9.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

- 9.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Dispatch Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 9.6 Payment for all Products must be by credit or debit card. We accept payment with the following cards: Maestro, Delta, Visa and MasterCard. We will charge your credit or debit card at the time that you place your order, but will not be obliged under any circumstances to send you a Dispatch Confirmation and/or accept or despatch your order, if there is a problem with the authorisation of the full payment on your credit or debit card.

10. OUR REFUNDS AND EXCHANGES POLICY

- 10.1 When you return a Product to us (for instance, because you have cancelled the Contract between us in respect of that Product in accordance with paragraph 6.1, or have notified us in accordance with paragraph 19 that you do not agree to any change in these Terms or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and notify you of your refund, or (where you have said that you want to exchange the Product) confirm that we will exchange the Product, via email within a reasonable period of time. In the case of a cash refund, we will refund any money received from you by making a payment to the original payment card that you used when you paid for the relevant Product. We will usually process the refund or exchange as soon as possible and, in any case, within 30 days of the day we received your cancellation or the day we email the Return Authorisation to you. Please note, however, that you will not under any circumstances be entitled to any refund or exchange from us until we have actually received the Product to be refunded or exchanged, from you. When you return a Product, please remember to return the Return Authorisation with it. Failure to return the Return Authorisation may delay the processing of the return or exchange, as the case may be.
- 10.2 As an alternative to requesting a refund, you can request that the returned Product be exchanged for exactly the same type of Product. We cannot exchange a Product for a different type of Product. If you want a different Product you must request a refund for the relevant Product, and order the new Product separately.
- 10.3 If a Product is returned by you because it is defective, and you have requested a refund, we will refund the full price that you paid for the Product (including the delivery charges for sending it to you), and we will also refund the cost incurred by you in returning the Product to us.
- 10.4 If a Product is returned by you within the seven-day cooling-off period referred to in paragraph 6.1 above, and you have requested a refund, we will refund the full price that you paid for the Product (including the delivery charges for sending it to you), however we will not refund the cost incurred by you in returning the Product to us.
- 10.5 If you return a Product to us and request a refund, we will refund any Points which you have spent on that Product, by re crediting those Points to your Account, and will deduct from your Account any Points that you collected when you bought that Product. If you request a refund in respect of some of the Products (**Returned Products**), but not all of the Products, comprised in a Multiple Order, we will refund to you Points of a value equal to that proportion of the price of the Returned Products, that the total value of the points

spent by you on the Multiple Order, bears to the total price of the Multiple Order, and we will refund to you the balance of the price of the Returned Products in cash. We will not refund any points spent by you on a Product which you have exchanged for another Product.

11. OUR LIABILITY

- 11.1 We warrant to you that any Product purchased from us through our Site is of satisfactory quality.
- 11.2 Our liability in connection with any Product purchased through our Site is strictly limited to the purchase price of that Product.
- 11.3 This does not include or limit in any way our liability:
 - (a) For death or personal injury caused by our negligence;
 - (b) Under section 2(3) of the Consumer Protection Act 1987;
 - (c) For fraud or fraudulent misrepresentation; or
 - (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 11.4 We accept no liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time or for any indirect or consequential loss or damage of any kind however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

12. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13. NOTICES

All notices given by you to us must be given to ABC Drugstores Limited at abc.help@abcpharmacy.co.uk. Any notices to us must be in the English Language. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in paragraph 12. Notice will be deemed received and properly served immediately when posted on our site, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

14. TRANSFER OF RIGHTS AND OBLIGATIONS

- 14.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

- 14.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 14.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

15. EVENTS OUTSIDE OUR CONTROL

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).
- 15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) Strikes, lock-outs or other industrial action.
 - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
 - (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - (e) Impossibility of the use of public or private telecommunications networks.
 - (f) The acts, decrees, legislation, regulations or restrictions of any government.
- 15.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

16. WAIVER

- 16.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 16.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 16.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 13 above.

17. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. ENTIRE AGREEMENT

- 18.1 These Terms and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 18.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 18.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

19. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

- 19.1 We have the right to revise and amend these Terms from time to time.
- 19.2 You will be subject to the policies and Terms in force at the time that you order Products from us, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the Terms, unless you notify us to the contrary within seven working days of receipt by you of the Products).

20. LAW AND JURISDICTION

Contracts for the purchase of Products through our Site will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdiction of the courts of England and Wales although we retain the right to bring proceedings against you for breach of these Terms in any other relevant country.