

EMOM Sport Nutrition

TERMS & CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY BEFORE MAKING YOUR DECISION TO PURCHASE.

GENERAL

www.emomsportsnutrition.co.uk ("the Site") respects your privacy and makes a firm commitment to protect your privacy. In order to provide you with the best products, efficient customer service, and timely updates, we record a variety of information from your visit to our site.

www.emomsportsnutrition.co.uk ("Website") is intended only for consumers wishing to order www.emomsportsnutrition.co.uk products ("Products"). The terms and conditions under which the Products are offered for sale on this Website are set out below. By placing an order on the Website you accept and agree to be bound by these terms and conditions. emomsportsnutrition.co.uk reserves the right to change these terms and conditions at any time without prior notice. Such change however will have no effect on orders that were submitted before posting of such revised terms and conditions on this Website

PLACING YOUR ORDER

To place an Order you must be 18 years of age or over, be accessible by telephone and have a valid email address.

You may place an order by:

filling in the order form on the Website after logging into or creating your personal account or guest clicking on the appropriate submission button

emomsportsnutrition.co.uk will not accept orders placed in any way other than those listed above.

When you place your order, emomsportsnutrition.co.uk will issue you with a Web Order Number. emomspotsnutrition.co.uk will do this via the Website and subsequently via your specified email address. Please note that such a Web Order Number is supplied for reference purposes only and does not constitute our acceptance of your order.

By placing an order, you make an offer to us to purchase the Products you have selected on these terms and conditions. emomsportsnutrition.co.uk may or may not accept your offer at our discretion or may reduce the number of Products we accept to deliver to you. However, orders submitted by you are binding on you and cannot be cancelled/amended after order submission.

If emomsportsnutrition.co.uk accepts your order, we will notify you of our acceptance by issuing an order confirmation. emomsportsnutrition.co.uk will send your order confirmation to you by e-mail. The order confirmation will be effective as of the date on which the order confirmation is sent to you. If we cannot accept your order, we will attempt to contact you by email or telephone or post.

Please note that the on-screen display of the colours, designs, products may differ from the actual appearance or size of products offered on the Website.

SUPPLY OF YOUR PRODUCTS

Subject to these terms and conditions, emomsportsnutrition.co.uk will supply to you the Products indicated on your order confirmation.

PRICES

All prices are in GBP. Prices shall be those prices published on this Website at the time you submit your order. The prices published on the Website are exclusive of shipping costs. These costs will be calculated separately as applicable and specified on the order form and added to the total price of the order. The total price stated on the order form you submit shall be the total amount payable by you for the products including shipping.

If, by mistake, we have under priced a product, we will not be liable to supply that product to you at the stated price, provided that we notify you before we dispatch the product to you. In those circumstances, we reserve the right to cancel your order. In the event we cancel your order, we will give you a full refund on any amount already paid for that product in accordance with our return and refund policy.

Delivery costs, where applicable, are payable by you as indicated on your order confirmation.

All Card Voucher deliveries are not charged.

Delivery Charge is based on Weight.

All order of £45 and more are delivered for FREE.

PLEASE NOTE that the FREE delivery only applies to the subtotal and does not include shipping price.

PAYING FOR YOUR PRODUCTS

You may pay for your Products by the methods of payment as may be displayed at the Website checkout.

You must pay in the currency as indicated on your invoice.

If you are paying by credit or debit card, then you must supply your credit or debit card details when you place your Order. emomsportsnutrition.co.uk will not supply the Products to you nor perform the services until your credit or debit card issuer has authorised the use of your card for payment of the Products and/or services ordered. If emomsportsnutrition.co.uk does not receive such authorisation we shall inform you accordingly. emomsportsnutrition.co.uk reserves the right to verify the identity of the credit or debit card holder by requesting appropriate documentation.

DELIVERY OF YOUR PRODUCTS

emomsportsnutrition.co.uk will deliver the Products to the delivery address you have specified in the order form and in accordance with the delivery option you have chosen. In the event you order various Products to be delivered to different addresses, you will need to submit a separate order form for each delivery address. Any delivery or shipment dates given by emomsportsnutrition.co.uk are best estimates only and emomsportsnutrition.co.uk shall not be liable for any loss, damage, costs or expenses for failure to deliver in accordance with the delivery or shipment dates given. In

the event that any of the Products ordered are out of stock, this may mean the whole order is delayed. If so, an estimate of the delay will be given by e-mail or post but delivery shall in any case be made within thirty (30) days as of the date indicated on the order confirmation by emomsportsnutrition.co.uk.

Title to and risk of loss in your Products will pass to you on delivery of the Products

Upon delivery of the Products to the carrier emomsportsnutrition.co.uk will send you a confirmation of shipment by e-mail provided you have indicated an e-mail address on the order form or by post.

EXCHANGES, RETURNS AND REFUNDS

You may return the Product to emomsportsnutrition.co.uk or cancel the entitlement to services and obtain a refund of the price of the returned Product provided that you contact us within fourteen (14) working days from the day after the goods are delivered as long as the product has not been opened or consumed.

Although you will have to pay the cost of returns, the refund will include the full value of the product only.

If a product is sold as part of a product combination (bundle) in which other products are offered for free or at a discount compared to their normal price, the bundled product must at emomsportsnutrition.co.uk request be returned with the product purchased. emomsportsnutrition.co.uk reserves the right to raise an invoice in respect of any free or discounted bundles product not so returned.

If a Product was supplied in error, is incomplete or faulty and you believe that you are entitled to a replacement or repair, please email emomsportsnutrition.co.uk at sales@emomsportsnutrition.co.uk

You have proof of purchase (i.e. order number / identification)

Please note that while the Product(s) remain in your possession you are under a duty to ensure that the Product(s) are kept safe and secure

Steps to Follow to Claim a Refund: (i) Cancellation can be exercised in writing or any other durable medium, by emailing us at sales@emomsportsnutrition.co.uk.

(ii) before returning any Product(s) it is helpful if you check that you have:

Used appropriate packaging; Clearly displayed the returns address; Sealed the packaging securely.

(iii) Following these steps will help ensure the Product(s) arrive at the correct destination and in good condition within a timely fashion.

DATA PROTECTION

Your transaction records are accessible to you if you are a registered customer by entering your Web Order Number(s) so that you may check the status of your order(s) and check the order content.

By placing your order, you agreed and understand that emomsportsnutrition.co.uk may store, process and use the data collected from your order form for processing your order. These data will be treated in conformance with the emomsportsnutrition.co.uk Privacy Policy. If you wish to have

access to information we hold concerning you, or if you want to make any changes, or if you do not want to receive information from emomsportsnutrition.co.uk please follow the update procedure set forth in the Privacy Policy.

CIRCUMSTANCES BEYOND REASONABLE CONTROL

emomsportsnutrition.co.uk will make every effort to perform its obligations under the contract. However, it cannot be held responsible for delays or failure to perform if such delay or failure is caused by any circumstances beyond our reasonable control. In the event of a delay, we will perform our obligations as soon as reasonably possible

DISAGREEMENTS GOVERNING LAW AND JURISDICTION

emomsportsnutrition.co.uk will try to solve any disagreements quickly and efficiently. If you are not happy with the way it deals with any disagreement and you want to take court proceedings, you must do so within the courts of England & Wales. The applicability of the United Nations Convention on Contracts for International Sale of Goods is hereby explicitly excluded.