

## Napolina Terms of Service

### About Us And How To Contact Us

We are Princes Limited a company registered in England and Wales. Our company registration number is 02328824 and our registered office is Princes Limited, Royal Liver Building, Pier Head, Liverpool, L3 1NX, United Kingdom. Our registered VAT number is 319 6019 58.

You can contact us by emailing our customer service team at [enquiries@princes.co.uk](mailto:enquiries@princes.co.uk) or online by filling out a "Contact Us" form at [www.napolina.com](http://www.napolina.com)

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

### These Terms

These are the terms and conditions on which we supply our products to you.

Please read these terms carefully and make sure you understand them in full before ordering any products from our site. By ordering any of our products, you agree to be bound by these terms, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services.

Any new features or tools which are added to the current store will also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

By agreeing to these Terms of Service, you represent that you are at least the age of 18 or the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

Our store is hosted on Shopify Inc. They provide us with the online e-commerce platform that allows us to sell our products and services to you. Shopify outsource payment.

### **Our Contract**

Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

If we are unable to accept your order, we will inform you of this in writing (which includes email) and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

### **Our Products**

Certain products may be available exclusively online through the website. These products may have limited quantities.

We have made every effort to display as accurately as possible the colours and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right to limit the quantities of any products that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of any products. The packaging of our products may vary from images shown on our store.

### **Who Can Order**

We reserve the right to refuse service to anyone for any reason at any time. Unfortunately, at this time, we do not accept orders from OR deliver to addresses outside Great Britain.

We reserve the right, but are not obligated, to limit the sales of our products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

### **Your Rights to Change**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

### **Our Rights to Change**

We may make minor changes to the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.

Changes to the terms:

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website

periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes. The terms that apply will be those in force at the time that you order products from us unless any change to those terms is required to be made by law or governmental authority or if we have notified you of any change to the terms before we send you confirmation of your order (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).

## **Delivery**

The costs of delivery will be as displayed to you on our website, where applicable.

Where delivery is shown to be free of charge, this applies only to delivery in Great Britain.

We will deliver products to you as soon as reasonably possible and in any event within 30 days.

## **Failed Deliveries**

If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery.

If, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and point 2 of the section 'Our Rights to End the Contract' below will apply.

## **Late Deliveries**

1. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

2. You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:

- (a) we have refused to deliver the goods;

(b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

(c) you told us before we accepted your order that delivery within the delivery deadline was essential.

3. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under point 2 above, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

4. If you do choose to treat the contract as at an end for late delivery under point 2 or 3 above, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery (where applicable). If the goods have been delivered to you, we will inform you of how to return them; please contact us to do so. We will pay the costs of postage or collection.

5. Products will be your responsibility from the time we deliver the product to the address you gave us. You own a product once we have received payment in full from you and you have received the product.

6. We may need certain information from you so that we can supply the products to you. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

### **Suspension of Supply**

We may have to suspend the supply of a product to:

(a) deal with technical problems or make minor technical changes;

(b) update the product to reflect changes in relevant laws and regulatory requirements;

(c) make changes to the product as requested by you or notified by us to you (see 'Our Rights to Change' above).

We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than 28 days in any year we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 28 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see 'Payment' below) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the payment amount (see 'Payment' below). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see 'Payment' below).

### **Your Rights to Cancel, Returning Products and Refunds**

1. You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see 'Problems' below;

(b) If you want to end the contract because of something we have done or have told you we are going to do, see point 2 ;

(c) If you have just changed your mind about the product, see points 3 and 4. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you may have to pay the costs of return of any goods;

(d) In all other cases (if we are not at fault and there is no right to change your mind), see point 5.

2. Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you do not agree to (see 'Our Rights to Change' above);

(b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control;

(d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 28 days;  
or

(e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see 'Late Deliveries' above)).

3. Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

4. When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

(a) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;

(b) any products which become mixed inseparably with other items after their delivery.

You have 14 days after the day you (or someone you nominate) receives the goods, unless:

(i) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

(ii) Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

5. Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see point 1 above), you can still end the contract before it is completed, but you may have to pay us compensation. A contract is completed when the product is delivered and paid for. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

How To End The Contract With Us (Including If You Have Changed Your Mind):

Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) Email. Email us at [enquiries@princes.co.uk](mailto:enquiries@princes.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.

(b) Online. Complete the form by filling out a "Contact Us" form at [www.napolina.com](http://www.napolina.com)

Returning products after ending the contract:

If you end the contract for any reason after products have been dispatched to you or you have received them, we may ask you to return them to us. Customer services will explain how you should so when you make contact to end the contract with us. If you are exercising your right to change your mind and we request that you return the products you must send them back within 14 days of us telling you how to do so.

When we will pay the costs of return:

(a) if the products are faulty or misdescribed; or

(b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

How we will refund you:

We will refund you the price you paid for the products including delivery costs (if applicable), by the method you used for payment. However, we may make deductions from the price, as described below.

Deductions from refunds:

If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs if these have been charged in your original order) to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. Returned products must be in their original condition. Packaged products must be unopened, unmarked and in a re-sellable condition. If we refund you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

(b) If we charged you for delivery, the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

(c) Where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

When your refund will be made:

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then, if we have not offered to collect them, your refund will be made as soon as possible and in any event within 14 days from the later of (i) the day on which we receive confirmation that you have changed your mind; or (ii) if we request you return the product, the earlier of the day we receive the product back from you or the day on which you provide us with evidence that you have sent the product back to us.

### **Our Rights to End the Contract**

1. We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, a valid address in Great Britain for delivery purposes;

(c) you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or

(d) you do not, within a reasonable time, allow us access to your premises to supply the services.

2. You must compensate us if you break the contract. If we end the contract in the situations set out above in this section 'Our Rights to End the Contract' we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

3. We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know at least one month in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

## **Problems**

How to tell us about problems:

If you have any questions or complaints about the product, please contact us. You can email our customer care team at [enquiries@princes.co.uk](mailto:enquiries@princes.co.uk) or online by filling out a "Contact Us" form at [www.napolina.com](http://www.napolina.com).

Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights. This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06. The Consumer Rights Act 2015 says products must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

up to 30 days: if your item is faulty or materially mis-described, then you are entitled to reject them and claim a refund.

if you do not exercise your right to reject within 30 days, you can (in most cases) still reject and claim a refund if we are unable at the first attempt to satisfactorily replace or repair your faulty product or if we fail to carry out such repairs or deliver a replacement within a reasonable period.

up to six months: in certain circumstances, you are entitled to request repairs, a replacement, a price reduction or to reject the goods until six months' from delivery to you without having to prove that the goods conformed with the description given of them.

Your obligation to return rejected products:

If you wish to exercise your legal rights to reject products we may require you return them or allow us to collect them from you. We will pay the costs of postage or collection. Please contact our customer services via email at [enquiries@princes.co.uk](mailto:enquiries@princes.co.uk) for a return label or to arrange collection.

## **Payments**

The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However it is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect

When you must pay and how you must pay:

We accept payment via various card payment methods as displayed on our store checkout. Payment is due in full at the time of ordering.

Late Payment:

We can charge interest if you pay late. If you do not make any payment to us by the due date we reserve the right to and may charge interest to you on the overdue amount at the rate of 1% a year above the base lending rate of HSBC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

What to do if you think an invoice is wrong:

If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

### **Our Responsibility For Loss Or Damage Suffered By You**

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or

otherwise) or for any injury, death, damage or direct or indirect consequential loss including without limitation any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **How We May Use Your Personal Information**

Our Privacy Policy sets out how we will use your personal information.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### **Other Important Terms**

We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation including the use of a third party to fulfil the order and delivery process.

You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if we consider the transfer to be in anyway unreasonable.

Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later. If either of us does not insist upon strict performance of any of the other's obligations under these terms, or if either of us does not exercise any of the rights or remedies to which we are entitled under the terms, this shall not constitute a waiver of such rights or remedies and shall not relieve the other of us from compliance.

### **How to complain**

If you are unhappy Princes Limited operates a complaints handling procedure which is used to try to resolve disputes when they first arise. If you have a complaint, please contact the Customer Care department at [enquiries@princes.co.uk](mailto:enquiries@princes.co.uk) or online by filling out a "Contact Us" form at [www.napolina.com](http://www.napolina.com).

Which laws apply to this contract and where you may bring legal proceedings.

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

Ownership of rights:

All rights, including copyright, in this website are owned by or licensed to Princes Limited. You may not modify, distribute or re-post anything on this website for any purpose. Any use of this website or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of Princes Limited. To request permission to use contents from our website for corporate use, please contact [legal@princes.co.uk](mailto:legal@princes.co.uk).

### **Your Account and Use of the Site**

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service. Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the site or any related website for violating any of the prohibited uses.

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Princes Limited, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.