

1. GENERAL

Access to and use of this Website and the products and services available through this Website (collectively, the “Services”) are subject to the following terms, conditions and notices (the “Terms of Service”). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service. My Bright Whites is a trading name for Oxlo Enterprises Ltd.

2. INTELLECTUAL PROPERTY

The intellectual property rights in all software and content made available to you on or through this Website remains the property of My Bright Whites and are protected by copyright laws and treaties around the world.

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3. DISCLAIMER OF LIABILITY

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law My Bright Whites and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

4. VARIATION

My Bright Whites shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

5. INVALIDITY

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly.

Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

6. TERMS OF SALE

Please note that whilst we take utmost care in ensuring the content on the site, the Site may at times contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore, reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. Where this affects an order that you have already placed we will notify

you of the error if it will impact upon your order. In this regard, we reserve the right not to fulfil any orders that you have placed based on information on the Sites that may contain errors or inaccuracies.

7. YOUR ORDER

7.1 When you place an order you will automatically receive a confirmation email from us to confirm your order. Your order constitutes an offer made to us to purchase a product or service.

7.2 Your offer is only accepted by us once we have emailed you to confirm the creation of your account and your username & password details and the product or service has been provided to you.

7.3 Product or service items not included within your account email are not included in the order and contract between you and us.

7.4 We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

7.5 If we are unable to reasonably ascertain these details or resolve these issues a full refund will be made against the card used at the time of purchase. No other form of refund or credit will be offered nor will a refund be made to any third party card or account.

8. SUBSCRIPTION

8.1 After satisfactory payment of the subscription fees we (My Bright Whites) will send goods in accordance to section 5 – “Your order”.

8.2 Unless cancelled by you (The customer), you will automatically be charged on the terms agreed when placing the subscription.

9. CANCELLATION RIGHTS & REFUNDS

9.1 You have the right to cancel your subscription at any time. You must however provide, My Bright Whites with a 30-day notice.

9.2 Full or partial refunds will only be given where the product or service provided by us is found to be defective.

9.3 Refunds will not be given where we are unable to replicate the issue or the issue stems from the user or their equipment.

9.4 In the case of a defective service we reserve the right to offer an additional free period of service or issue a partial or full refund at our sole discretion.

9.5 Where a refund is offered and accepted by you it will be made within seven working days of receiving your acceptance of a refund.

9.6 My Bright Whites reserve the right to charge where applicable, a cancellation fee of £10.00 to cover admin expenses.

10. GOVERNING LAW AND JURISDICTION

These terms and conditions are to be construed in accordance with the laws of England and in the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the English courts.

WHOLESALE TERMS & CONDITIONS

All orders accepted by us (My Bright Whites) and all quotations accepted by you (the Purchaser) are subject to the following terms and conditions which shall prevail over any other terms or conditions which you may seek to introduce, unless otherwise expressly agreed in writing by one of our directors. We (My Bright Whites) reserve the right to alter these terms and conditions of sale at any time.

PAYMENT

All transaction costs, such as bank charges, related to payment of orders will be the responsibility of the Purchaser. If any transaction charges are incurred on receipt of funds, we reserve the right to deduct goods to the equivalent value of those charges. Except for payments by bank transfer and debit card will be taken in full without additional charge.

The Purchaser shall be responsible for any customs, duties, clearance, charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Products;

DELIVERY

All prices quoted are EXW.

Any date given by us for the delivery of any goods is an estimate only and we shall not be liable for any delay in delivery however caused.

The Purchaser will be responsible, at their own expense for all necessary licences, approvals, consents, permits, certificates of origin or other requisite documents or authorisations required by Local Regulations in relation to the promotion, marketing, importation and supply of the Products.

The Purchaser shall be responsible for any customs, duties, clearance, charges, taxes, brokers' fees and other amounts payable in connection with the importation and delivery of the Products;

THIRD PARTY RIGHTS

Nothing in this contract confers or purports to confer on any third party any benefit or any right to enforce any term of this contract pursuant to the Contract (Rights of Third Parties) Act 1999.

RISK

Risk of damage to or loss of goods supplied will pass to you:

- in the case of goods collected from our premises, at the time of collection or
- in the case of goods to be delivered otherwise than at our premises at the time when we so deliver the goods.

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Any notice under these conditions must be in writing addressed to the other party at its registered or principal place of business.

No waiver by us of any breach of these terms and conditions by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

Should any of these Conditions be found by a court or other competent authority to be void or unenforceable, in whole or in part, such provision shall be deemed to be deleted from these

Conditions and the remaining Conditions shall continue in full force and effect.

These Conditions and the Contract shall be construed according to English Law and the parties hereto submit to the non-exclusive jurisdiction of the Courts of England and Wales.

CLAIMS

We will at our own cost and expense repair and/or replace at our discretion the whole or any part of the goods forming the subject of the Contract which are defective in quality, under delivered or fail to comply with any specification laid down in the Contract subject however to the following conditions:

- In the event of any matter giving rise to complaint; you must give notice thereof to us within three days of the date of the delivery of the goods to the destination agreed in the contract.
- Following notice of complaint we must be given a reasonable opportunity of examining the relevant goods.
- In the event of damage occurring to the goods during transit you must give written notice to us within three days of the date of delivery to the destination named in the Contract and further where such goods are consigned by an outside carrier you must in addition comply in all respects to that carriers conditions of carriage for notification of claims or loss or damage in transit.

Save as mentioned above we shall be under no liability whatsoever whether contractual tortious or statutory for any defect of quality shortfall of quantity breach of specification or any other matter in relation to goods supplied or for any consequential damage however caused thereby incurred by you or any other person firm or corporation and whether arising directly or indirectly from any matter complained of in relation to the goods.

Any condition warranty or statement as to the quality of the goods or of their fitness for any purpose whether expressed or implied by any statute trade custom or otherwise is deemed excluded unless expressly accepted in writing by us.

RETENTION OF TITLE

Notwithstanding the provisions outlined in the section entitled Risk:

Title to any goods shall not pass to you until we have received in cash or cleared funds payment in full of either the price of those goods or any other goods which we may have delivered to you or any other monies due on any Pricecheck Toiletries Limited account.

Until such time as title in goods passes to you, you must keep the goods separate from those belonging to you and third parties and properly stored, protected and insured and identified as our property, but you will be entitled to resell such goods in the ordinary course of business.

Until the title in goods passes to you (whether or not any payment is overdue or you are otherwise in breach of any obligation of this agreement) and provided the goods have not been resold we are entitled (without prejudice to any of our other rights) at any time to require you to deliver up the goods to us and if you fail to do so we shall be entitled to enter (or authorise others to do so) on any of your premises and repossess the goods which you hereby authorise.

Goods shall be deemed sold or used in the order delivered to you.

Any resale by you of goods in which property has not passed to you shall (as between us and you only) be made by you as agent for us.

FORCE MAJEURE

In no event shall we be liable for any failure to perform which is due to force majeure. As used here the term "force majeure" means any event beyond the reasonable control of us including but not limited to fire, flood, earthquake, explosion, inclement weather or unforeseeable natural occurrence or accident; strikes, lock-outs, work-to-rule, or other labour disputes; war, civil unrest, acts of vandalism, or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency, civil or military authority; delay, cancellation or disruption of travel arrangements; illness or injury to personnel; any pre-emption, failure, degradation or severance of any facility or equipment that we have procured for the provision of business.

If our performance of any of our obligations hereunder is prevented, restricted or interfered with by reason of force majeure as defined above, then we, upon giving as prompt notice to you as is reasonably possible, shall be excused from such performance to the extent of such prevention, restriction, or interference and shall, if possible, continue performance hereunder whenever such causes are removed.

CUSTOM DESIGN

A non refundable deposit of 50% must be paid for production to commence. The remaining 50% must be paid in full prior to shipping. We cannot accept returns on non faulty custom items. It is the customers responsibility to ensure that artwork and translations are correct and meet their respective countries legislation.

By placing an order you agree to the terms and conditions in this document.