

TERMS AND CONDITIONS OF SUPPLY OF GOODS

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (**Products or services**) listed on our website www.heroesfitness.co.uk (**our site**) to you. Please read these terms and conditions carefully and make sure that you understand them, 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 and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

1. INFORMATION ABOUT US

1.1 We operate the website www.heroesfitness.co.uk. We are Heroes Wholesale Limited, a company registered in England and Wales under company number 8780224 and with our registered office at 30a Elm Hill Norwich NR3 1HG Our VAT number is 179 7519 49.

2. SERVICE AVAILABILITY

2.1 We do not accept orders from addresses outside the UK and Channel Islands.

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;
- (c) you are resident in the UK; and
- (d) you are accessing our site from the UK.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 After placing an order, you will receive an e-mail 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. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product

has been dispatched (**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 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.

5. **OUR STATUS**

- 5.1 Please note that in some cases, we may accept orders as agents on behalf of third party sellers. Where we do so, the resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller, which they will advise you of themselves. You should carefully review their terms and conditions applying to the transaction.

- 5.2 We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. If you would like information about your legal rights you should contact your local trading standards or citizens advice bureaux. We will notify you when a third party is involved in a transaction, and we may disclose your personal information related to that transaction to the third party seller.

6. **CONSUMER RIGHTS**

- 6.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 10 below).

- 6.2 To cancel a Contract, you must inform us in writing. You must also return the Products to us as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

- 6.3 You will not have any right to cancel a Contract for the supply of any of the following Products:

- Any products in bottles or tubs on which the seal has been broken.

6.4 Where multiple items have been purchased as part of a single transaction under a promotion or special offer all items (including any items which were free with another purchase) must be returned to entitle you to a full refund. If you fail to return all items in acceptable condition you will only be entitled to receive a partial refund.

6.5 Details of your statutory right of cancellation, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect your other statutory rights as a consumer.

7. AVAILABILITY AND DELIVERY

Your 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 your responsibility 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 the Products and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error.

9.2 Product prices include VAT. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products in full before the change in VAT takes effect.

9.3 Product prices and delivery charges 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 that we are rejecting it.

9.5 If the pricing error is obvious and unmistakable and could have reasonably recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price.

9.6 Payment for all Products must be by credit or debit card or by PayPal. We accept payment with most major credit cards. We will not charge your credit or debit card until we dispatch your order.

10. OUR REFUNDS POLICY

10.1 If you return a Product to us:

(a) because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 6.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day on which you gave us notice of cancellation. In this case, we will (other than where clause 6.4 applies) refund the price of the Product in full, and any applicable delivery charges. However, you will be responsible for the cost of returning the item to us.

(b) for any other reason (for instance, because you have notified us in accordance with clause 21 that you do not agree to a change in these terms and conditions or in any of our policies, or because you consider that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund. We will refund the price of a defective Product in full, any applicable delivery charges and any reasonable costs you incur in returning the item to us.

10.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

11. WARRANTY

We warrant to you that any Product purchased from us through our site will, on delivery conform in all material respects with its description, be of

satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

12. OUR LIABILITY

12.1 Subject to clause 12.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products.

12.2 Subject to clause 12.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits;
- (d) loss of anticipated savings;
- (e) loss of data; or
- (f) waste of management or office time.

However, this clause 12.2 will not prevent claims for loss of or damage to your physical property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive of this clause 12.2.

12.3 Nothing in this agreement excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any deliberate breaches of these terms and conditions that would entitle you to terminate the Contract; or
- (f) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

12.4 Where you buy any Product from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

13. IMPORT DUTY

- 13.1 If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 13.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.
- 13.3 We are unable to deliver any of our products to the USA or Canada.

14. 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 e-mail or provide you with information by posting notices on our website. 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.

15. NOTICES

All notices given by you to us must be given to Heroes Wholesale Limited at heroesmuscle@btconnect.com. 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 clause 14 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail 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 e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

16. TRANSFER OF RIGHTS AND OBLIGATIONS

- 16.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

16.2 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.

16.3 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.

17. EVENTS OUTSIDE OUR CONTROL

17.1 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**).

17.2 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; and
- (g) pandemic or epidemic.

17.3 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.

18. WAIVER

18.1 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 will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

18.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

18.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 15 above.

19. SEVERABILITY

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

20. ENTIRE AGREEMENT

20.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

20.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

20.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

20.4 Nothing in this clause limits or excludes any liability for fraud.

21. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

21.1 We have the right to revise and amend these terms and conditions from time to time.

21.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions 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 and conditions 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 and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

22. LAW AND JURISDICTION

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

23. THIRD PARTY RIGHTS

A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.