

# General Conditions of Sale

**Please read these terms and conditions regarding your rights and obligations, as well as limitations and exclusions that might apply to the sale of products of Vitamin Well Ltd.**

## **1. APPLICABILITY AND GENERAL**

- 1.1 The following general Terms and Conditions (the “**Terms**”) apply to all contracts concluded between you (“**costumers**”, “**you**”) and us, Vitamin Well Ltd (the “**Company**”, “**us**”, “**we**”) regarding the purchase and sale of products through <https://shop.barebells.co.uk> (“**Site**”). As our products are aimed at customers whose place of residence or usual abode is within the UK only and who are at least 18 years old and capable of entering into binding legal agreements, you can only place an order if you fulfill these requirements.
- 1.2 By placing an order with clicking the button “PLACE ORDER & PAY” you accept and agree to be bound and abide by these Terms exclusively. Differing or contrary Terms shall not apply except if expressly agreed upon in writing.
- 1.3 The version of the Terms that will apply to your order will be those on the Site at the time you place your order. We will not amend the Terms that apply to your order, after the order has been placed.

You should print a copy of these Terms or save them to your computer for future reference. We do not store the Terms for you. [Click here to print a copy of these Terms.](#)

## **2. CONCLUSION OF CONTRACT**

- 2.1 The presentation of products on the Site does not constitute a binding offer, but merely an invitation to place orders.
- 2.2 You agree that by placing an order with clicking the button “PLACE ORDER & PAY” you submit a binding offer for purchase of the products displayed in the order overview.
- 2.3 After having received your order, the Company will send you a confirmation email with your order number and details of the products you have ordered. This automatic order confirmation only confirms that the order has been received by the Company and does not constitute acceptance of your offer.
- 2.4 The contract is only concluded when the Company accepts the conclusion of the contract by means of a separate email or by sending the products (whichever is earlier). We will accept or reject your offer within one week at the latest.
- 2.5 We take reasonable care to describe all products as accurately as possible. However, slight variations may occur. All product images are to be regarded as exemplary images. The product images may differ depending on your computer’s color settings.
- 2.6 Company reserves the right to refuse acceptance of any order or cancel any order placed on this Site including but without limitation due to incorrect or incomplete product description, specifications, or pricing and limited product availability.
- 2.7 While the Company cannot guarantee requests for changes once you have submitted your order on the Site, please contact the Company’s Customer Service

at [hello@barebells.co.uk](mailto:hello@barebells.co.uk) for assistance if you want to request changes to your order. More information about returns and refunds etc. are found under clause 6 below.

### **3. USE OF OUR PRODUCTS**

We only supply the products for domestic and private use. **Always read the label on any product you have ordered from the Site before using or consuming it.** Please consult your doctor before using any product.

### **4. PRICES AND PAYMENT TERMS**

- 4.1 All prices posted on this Site are subject to change without notice. The price charged for a product will be the price in effect at the time the order is placed, stated during the check-out process, and will be set out in your order confirmation email.
- 4.2 The prices displayed at the Site include the statutory Value Added Tax but do not include a delivery charge which will be added during check-out.
- 4.3 Payment is due immediately after placing the order and is to be made in full during the check-out process on the Site.
- 4.4 Your payment is handled by Adyen with secure encryption and under strict banking standards. We accept the following payment methods on the Site: Google Pay, Maestro, MasterCard and VISA. You represent and warrant that (i) the payment card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such payment card for the purchase, and (iii) charges incurred by you will be honored by your payment card company.

### **5. SHIPMENTS AND DELIVERY**

- 5.1 The Company will arrange for shipment of the products to you. The Company is currently only offering shipping within the UK.
- 5.2 We aim to deliver within two to four business days following confirmation of an order, unless otherwise agreed. Any dates quoted for delivery of ordered products are approximate only and the Company shall not be liable for any delay in delivery of the products. In the unlikely event the delivery time exceeds 30 days, you may cancel your order. In this case the purchase price plus costs for shipment and handling will be refunded.
- 5.3 The cost for each delivery method is clearly indicated during the check-out process. You will be charged all shipping and handling charges specified during the check-out process.
- 5.4 You are solely responsible for providing us with a correct and accessible shipping address during the order check-out process. If the address information is not correct, you owe compensation for the costs of unsuccessful delivery. If you wish a new shipment of the products, the new shipping costs will be charged again and are the same as the originally agreed shipping costs. Title to, and the risk of loss of, the products or services ordered transfers to you upon delivery to the delivery address provided to the Site.
- 5.5 Zendbox is handling the logistics related to your order.

### **6. RETENTION OF TITLE**

The Products shall remain our property until we have received full payment.

## **7. RETURNS AND REFUNDS**

- 7.1 If you are contracting with us via the Site, you have the right to cancel, all or part of your contract at any time up to 14 calendar days after the day on which you receive the goods or services you ordered. You then have 14 days to return the goods once we have been informed about your cancellation. A refund, corresponding to the cost of the goods and the cost for the standard delivery we offer customers on our Site, will be given within 14 days after having received the returned products. Standard delivery cost shall be interpreted as the least expensive delivery method we offer on the Site, provided that it is a common and generally acceptable method of delivery. Unless the product is faulty or not as described, you will be responsible for the cost of returning the products to us. Please note that perishable foods are exempted from this 14-day cancelling right (in accordance with UK consumer law).
- 7.2 Since we sell food products, customer's health and safety is very important to us. We sell our products as sealed products for health protection and hygiene reasons. Therefore, we only accept returns, being made in accordance with the foregoing section, if the product is in a resaleable condition when we receive it. This means that the packaging of the product and any plastic seal/cellophane wrapping covering such packaging must be intact and cannot be broken or damaged.
- 7.3 A product ordered from the Site that is deemed to be faulty, can be returned to the Company free of charge with the entitlement of a refund as long as the product is returned within 30 days from when you received the faulty product.
- 7.4 If you wish to use your right to cancel your contract with us or return a faulty product, you must contact us at [hello@barebells.co.uk](mailto:hello@barebells.co.uk) before returning any products.
- 7.5 You will need to obtain a proof of postage receipt when you send your item to us. Proof of postage does not cost anything but without it we may not be able to process your refund or replacement in the rare event that your item is lost in transit.

## **8. LIMITATION OF LIABILITY**

- 8.1 The Company accepts liability for death or personal injury caused by its negligence. We do not seek to exclude liability for fraudulent misrepresentation by us.
- 8.2 To the fullest extent permitted by law, the Company is not responsible for indirect losses which are a side effect of the main loss or damage, e.g. loss of profits or loss of opportunity; or for failure to deliver the goods or to meet any of our other obligations under these Terms where such failure is due to an event that is beyond our reasonable control, see more information below under Force Majeure.
- 8.3 Our maximum liability to you for any loss or damage arising in connection with your order on the Site shall be limited to the total price of your order. These exclusions shall be governed by and construed in accordance with English law. If any provision of these disclaimers and exclusions shall be unlawful, void or for any reason unenforceable then that provision shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

## **9. FORCE MAJEURE**

The Company shall be exempt from liability for damages and other penalties on the performance of the contract prevented, hindered or delayed by circumstances beyond our control. As the release factor should be considered include government intervention, new/amended legislation, lack of state, war, fire, flood, labor disturbance, prohibitions, restrictions, sabotage, pandemic, poor transport or weather conditions or lack of delivery from suppliers and the company is exposed to criminal activity that affects activities.

## **10. INTELLECTUAL PROPERTY**

All intellectual property rights, such as copyrights and trademarks, at the Site remain with the Company and its subsidiaries or licensors. Any use of the Site or its contents, including copying or storing such content in whole or part, other than for your own personal, non-commercial use, is prohibited without the written permission of the Company.

## **11. GOVERNING LAW AND VENUE**

Any matter that arises out of your use of this Site (including any contract entered between you and us through the Site) shall be governed by the laws of England and Wales and any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales. All contracts shall be concluded in English.

## **12. ENFORCEMENT AND SEVERABILITY**

- 12.1 The failure of the Company to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized Company representative. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If any term or condition in these Terms is deemed invalid, void, or unenforceable, that term or condition shall be deemed severable and shall not affect the validity and enforceability of any remaining term or condition.
- 12.2 You have legal rights in relation to products that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. For more information about your statutory rights, you can also visit the UK Government's website at: [www.direct.gov.uk](http://www.direct.gov.uk). Nothing in these Terms will affect such legal rights.

## **13. CONTACT**

- 13.1 The Site is operated by Vitamin Well Ltd located at Lector Court, 151-153 Farringdon Rd, Farringdon, London EC1R 3AF, UK.
- 13.2 Registered in England and Wales. Company no: 10821384. VAT no: 285398941.
- 13.3 Any feedback, comments, requests for customer service, and other communications related to the Site should be sent to: [hello@barebells.co.uk](mailto:hello@barebells.co.uk).

You can also call us on our office telephone (number 02038907561), but due to the ongoing pandemic the best way to get in touch with us is by sending an email to the above mentioned email address.