

ZapBox Terms of Sale

Last updated: 28th May 2019

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Zappar Limited sells ZapBox through this website (“**Our Site**”). Please read these Terms of Sale carefully and ensure that you understand them before ordering a ZapBox from Our Site. You will be required to read and accept these Terms of Sale when placing an order. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to order ZapBox through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

THESE TERMS OF SALE CONTAIN WORDING THAT EXCLUDES OR LIMITS OUR LIABILITY TO YOU. PLEASE SEE THE SECTION: ‘OUR LIABILITY TO YOU’.

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Definitions

In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

“**Consumer**” means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession;

“**Contract**” means a contract for the purchase and sale of one or more ZapBox kits;

“**Order**” means your order for one or more ZapBox kits;

“**Order Confirmation**” means our acceptance and confirmation of your Order; and

“**Order Number**” means any reference number we provide for your Order.

Information About Us

Our Site, zappar.com, is owned and operated by Zappar Limited, a private limited company registered in Scotland under company number SC394617, whose registered address is The Cairn, Auchterarder, Perthshire, PH3 1NR, Scotland and whose main trading address is Barley Mow Centre, 10 Barley Mow Passage, London W4 4PH.

Our contact email is contact@zappar.com

Our VAT number is 108 3635 25.

Access to and Use of Our Site

Access to Our Site is free of charge.

It is your responsibility to make any and all arrangements necessary in order to access Our Site.

Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

Use of Our Site is subject to our General Terms of Use <https://www.zappar.com/terms/> Please ensure that you have read them carefully and that you understand them.

International Customers

Please refer to Our Site for any countries we do not deliver to.

ZapBox, Pricing and Availability

We make reasonable efforts to ensure that all descriptions and graphical representations of ZapBox correspond to the actual item. Please note, however, the following:

- Images of a ZapBox are for illustrative purposes only. There may be slight variations in colour between the image of a ZapBox kit and the actual kit sold due to differences in computer displays and lighting conditions; and

- Images and/or descriptions of packaging are for illustrative purposes only, the actual packaging may vary.

This does not exclude our responsibility for mistakes due to negligence on our part and refers only to minor variations of the correct ZapBox kit, not to different goods altogether. Please refer to the Section: 'Faulty, Damaged or Incorrect Goods' if you receive the wrong item.

Where appropriate, you may be required to select the required number and version of ZapBox that you are purchasing. We cannot guarantee that ZapBox kits will always be available.

Minor changes may, from time to time, be made to ZapBox between your Order being placed and us processing that Order and dispatching your ZapBox kit(s), for example, to reflect changes in relevant laws and regulatory requirements, or to address particular technical or security issues. Any such changes will not change any main characteristics of ZapBox and will not normally affect your use of ZapBox. However, if any change is made that would affect your use of ZapBox, suitable information will be provided to you.

We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. We reserve the right to change prices and to add, alter, or remove special offers from time to time and as necessary. Changes in price will not affect any Order that you have already placed (please see below regarding VAT, however).

All prices are checked by us before we accept your Order. In the unlikely event that we have shown incorrect pricing information, we will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your Order, we will simply charge you the lower amount and continue processing your Order. If the correct price is higher, we will give you the option to purchase the ZapBox at the correct price or to cancel your Order (or the affected part of it). We will not proceed with processing your Order in this case until you respond. If we do not receive a response from you within 72 hours, we will treat your Order as cancelled and notify you of this in writing.

In the event that the price changes between your Order being placed and us processing that Order and taking payment, you will be charged the price shown on Our Site at the time of placing your Order.

Unless stated otherwise, all prices include VAT. If the VAT rate changes between your Order being placed and us taking payment, the amount of VAT payable will be automatically adjusted when taking payment. You are responsible for paying any import duties (or similar) that may be payable on the Order.

Delivery charges are not included in the price of a ZapBox displayed on Our Site. For more information on delivery charges, please refer to <https://zappar.com/zapbox/order/>. Delivery options and related charges will be presented to you as part of the order process.

Orders – How Contracts Are Formed

Our Site will guide you through the ordering process. Before submitting your Order you will be given the opportunity to review your Order. Please ensure that you have checked your Order carefully before submitting it.

If, during the order process, you provide us with incorrect or incomplete information, please contact us as soon as possible. If we are unable to process your Order due to incorrect or incomplete information, we will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of our request, we will cancel your

Order and treat the Contract as being at an end. If we incur any costs as a result of your incorrect or incomplete information, we may pass those costs on to you.

No part of Our Site constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our sole discretion, accept. Our acceptance is indicated by us sending you an Order Confirmation by email. Only once we have sent you an Order Confirmation will there be a legally binding Contract between Zappar Limited and you.

Order Confirmations will contain the following information:

- your Order Number;
- Confirmation of the item(s) ordered including details of the main characteristics of those items;
- itemised pricing for the item(s) ordered including, where appropriate, taxes, delivery and other additional charges;
- estimated delivery date(s).

We will let you know, in the unlikely event that we do not accept or cannot fulfil your Order for any reason. If we have already taken payment any such sums will be refunded to you as soon as possible and in any event within 30 days. Any refunds will be made using the same payment method that you used when ordering.

Payment

Payment for ZapBox and related delivery charges must always be made in advance and you will be prompted to pay during the order process. Your chosen payment method will be charged when you place an Order. Our Site lists the payment methods which we accept.

Delivery, Risk and Ownership

All ZapBox kit(s) purchased through Our Site will normally be delivered within 30 calendar days after the date of Our Order Confirmation unless otherwise agreed or specified during the Order process. This is subject to delays caused by events outside of our control, for which see the Section: 'Events Outside of Our Control (Force Majeure)'.

Ownership of the ZapBox kit(s) passes to you once we have received payment in full of all sums due (including any applicable delivery charges). Unless you are a Consumer, responsibility for (and risk in) the kits passes to you at the same time.

If you are a Consumer, delivery shall be deemed complete and the responsibility for the ZapBox kit(s) will pass to you once we have delivered the kit(s) to the address you have provided.

Faulty, Damaged or Incorrect Goods (Consumers Only)

This Section only applies if you are a Consumer.

By law, we must provide goods that are of satisfactory quality, fit for purpose, as described at the time of purchase, in accordance with any pre-contract information we have provided, and that match any samples or models that you have seen or examined (unless we have made you aware of any differences). If any goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect (or

incorrectly priced) goods, please contact us at contact@zappar.com as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a refund, repair or replacement.

Your available remedies will be as follows:

Beginning on the day that you receive the ZapBox kit(s) (and ownership of them) you have a 30 calendar day right to reject them and to receive a full refund if they do not conform as stated above.

If you do not wish to reject the ZapBox kit(s), or if the 30 calendar day rejection period has expired, you may request a repair of the kit(s) or a replacement. We will bear any associated costs and will carry out the repair or replacement within a reasonable time and without significant inconvenience to you. In certain circumstances, where a repair or replacement is impossible or otherwise disproportionate, we may instead offer you the alternative (i.e. a replacement instead of a repair or vice versa) or a full refund. If you request a repair or replacement during the 30 calendar day rejection period, that period will be suspended while we carry out the repair or replacement and will resume on the day that you receive the replacement or repaired kit(s). If less than 7 calendar days remain out of the original period, it will be extended to 7 calendar days.

If, after a repair or replacement, a ZapBox kit still does not conform (or if we cannot do so as previously described, or have failed to act within a reasonable time or without significant inconvenience to you), you may have the right either to keep the ZapBox kit at a reduced price, or to reject it in exchange for a refund.

If you exercise the final right to reject a ZapBox kit more than 6 months after you have received it (and ownership of it), we may reduce any refund to reflect the use that you have had out of the kit.

Within a period of 6 years after you have received the ZapBox kit(s) (and ownership of them), if the kits do not last a reasonable length of time, you may be entitled to a partial refund. Please be aware that after 6 months have passed since you received the kit(s), the burden of proof will be on you to prove that the defect or non-conformity existed at the time of delivery.

Please note that you will not be eligible to claim under this Section if we informed you of the fault(s), damage or other problems with the ZapBox kit(s) before you purchased them (and it is because of the same issue that you now wish to return them); if you have purchased the ZapBox kit(s) for an unsuitable purpose that is neither obvious nor made known to us and the problem has resulted from your use of the kit(s) for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return kit(s) to us under this Section merely because you have changed your mind. If you are a Consumer in the European Union you have a legal right to a 14 calendar day cooling-off period, within which you can return Goods for this reason. Please refer to the Section: 'Cancellation and Returns, if You Change Your Mind' for more details.

Please contact us, if you are a Consumer and wish to return a ZapBox to us for any reason under this Section. We will be fully responsible for the costs of returning the ZapBox and will reimburse you where appropriate.

Refunds (whether full or partial, including reductions in price) under this Section will:

- be issued within 14 calendar days of the day on which we agree that you are entitled to the refund;

- include all delivery costs paid by you when the items were originally purchased; and
- be made using the same payment method that you used when ordering.

For further information on your rights as a Consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

Cancellation and Returns if You Change Your Mind (Consumers Only)

This Section only applies to a Consumer in the United Kingdom or European Union.

If you are a Consumer in the United Kingdom or European Union, you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason. This period begins once your Order is complete and we have sent you your Order Confirmation, i.e. when the Contract between you and Zappar Limited is formed. You may also cancel for any reason before we send the Order Confirmation.

If the ZapBox kit(s) is/are being delivered to you in a single instalment (whether single or multiple items), the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the kit(s).

If the ZapBox kit(s) are being delivered in separate instalments on separate days, the legal cooling-off period ends 14 calendar days after the day on which you (or someone you nominate) receive(s) the final instalment

If you wish to exercise your right to cancel under this Section, you must inform us of your decision within the cooling-off period. You may do so in any way you wish, however for your convenience we offer a cancellation form on Our Site: <https://zappar.com/zapbox/order/>. Cancellation by email or by post is effective from the date on which you send us your message. Please note that the cooling-off period lasts for whole calendar days. If, for example, you send us an email or letter by 23:59:59 on the final day of the cooling-off period, your cancellation will be valid and accepted. If you would prefer to contact us directly to cancel, please use the details in the Section: 'Communication and Contact Details'. When contacting us, please provide your name, address, email address, telephone number, and Order Number.

We may ask you why you have chosen to cancel and may use any answers you provide to improve ZapBox, however please note that you are under no obligation to provide any details if you do not wish to.

Please note that you may lose your legal right to cancel under this Section if a ZapBox has been personalised or custom-made for you.

Please ensure that you return the ZapBox kit(s) to us no more than 14 calendar days after the day on which you have informed us that you wish to cancel under this Section. You may return the kits to us by post or another suitable delivery service of your choice to our London postal address. Please note that you must bear the costs of returning the ZapBox kit(s) to us if cancelling under this Section.

Refunds under this Section will be issued to you within 14 calendar days of the following:

- the day on which we receive the ZapBox kit(s) back; or
- the day on which you inform us (supplying evidence) that you have sent the kit(s) back (if this is earlier); or

- If we have not yet provided an Order Confirmation or have not yet dispatched the kit(s), the day on which you inform us that you wish to cancel the Contract.

Refunds under this Section may be subject to deductions in the following circumstances:

Refunds may be reduced for any diminished value in the ZapBox kit(s) resulting from your excessive handling of them (e.g. no more than would be permitted in a shop). Please note that if we issue a refund before we have received the kit(s) and have had a chance to inspect them, we may subsequently charge you an appropriate sum if we find that the kit(s) have been handled excessively.

Standard delivery charges will be reimbursed in full as part of your refund. Please note, however, that we cannot reimburse for premium delivery. We will only reimburse the equivalent standard delivery costs when issuing refunds.

Refunds under this Section will be made using the same payment method that you used when ordering the ZapBox kit(s).

OUR LIABILITY TO YOU

LIABILITY NOT EXCLUDED OR LIMITED

NOTHING IN THESE TERMS OF SALE SEEKS TO EXCLUDE OR LIMIT YOUR LEGAL RIGHTS AS A CONSUMER, INCLUDING ANY RIGHTS OR REMEDIES YOU HAVE UNDER THE CONSUMER RIGHTS ACT 2015. FOR MORE DETAILS OF YOUR LEGAL RIGHTS, PLEASE REFER TO YOUR LOCAL CITIZENS ADVICE BUREAU OR TRADING STANDARDS OFFICE.

NOTHING IN THESE TERMS OF SALE SEEKS TO LIMIT OR EXCLUDE OUR LIABILITY FOR ANY OF THE FOLLOWING:

- DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE (INCLUDING THAT OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS);
- FRAUD OR FRAUDULENT MISREPRESENTATION;
- BREACH OF THE TERMS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 OR SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982;
- DEFECTIVE PRODUCTS UNDER THE CONSUMER PROTECTION ACT 1987; OR
- ANY OTHER MATTER IN RESPECT OF WHICH LIABILITY CANNOT BE EXCLUDED OR RESTRICTED BY LAW.

EXCLUSION OF CONSEQUENTIAL LOSSES

SUBJECT TO 'LIABILITY NOT EXCLUDED OR LIMITED', WE WILL NOT BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE FOR:

- ANY LOSS OF CONTRACT OR PROFIT, LOSS OF BUSINESS, INTERRUPTION TO BUSINESS, OR ANY LOSS OF BUSINESS OPPORTUNITY;
- ANY LOSS OF GOODWILL OR INJURY TO REPUTATION; OR
- FOR ANY INDIRECT OR CONSEQUENTIAL LOSS

ARISING OUT OF OR IN CONNECTION WITH ANY CONTRACT BETWEEN YOU AND ZAPPAR

LIMITED EVEN IF WE WERE ADVISED OF THE POSSIBILITY THAT YOU MAY SUFFER THE SAME

LIABILITY CAP

SUBJECT TO 'LIABILITY NOT EXCLUDED OR LIMITED', OUR TOTAL LIABILITY TO YOU FOR ALL OTHER LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY CONTRACT BETWEEN YOU AND ZAPPAR LIMITED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, SHALL BE EITHER £1,000 OR 150% OF THE TOTAL AMOUNT PAID BY YOU FOR THE GOODS UNDER THE CONTRACT IN QUESTION, WHICHEVER IS THE GREATER SUM.

EXCLUSION OF CERTAIN IMPLIED TERMS

THE TERMS IMPLIED BY SECTIONS 13 TO 15 OF THE SALE OF GOODS ACT 1979 AND BY SECTIONS 3 TO 5 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982 ARE EXCLUDED. THIS EXCLUSION DOES NOT APPLY IF YOU ARE A CONSUMER.

Events Outside of Our Control (Force Majeure)

We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.

If any event described above occurs that is likely to adversely affect our performance of any of our obligations under these Terms of Sale:

- We will inform you as soon as is reasonably possible;
- We will take all reasonable steps to minimise the delay;
- To the extent that we cannot minimise the delay, our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that we are bound by will be extended accordingly;
- We will inform you when the event outside of our control is over and provide details of any new dates, times or availability of goods as necessary.

If the event outside of our control continues for more than 3 months we may cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 30 days of the date on which the Contract is cancelled.

If an event outside of our control occurs and continues for more than 3 months and you wish to cancel the Contract as a result, you may do so using details in the Section: 'Communication and Contact Details'. When doing so, please provide us with your name, address, email address, telephone number, and Order Number. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 30 days of the date on which the Contract is cancelled.

Communication and Contact Details

If you wish to contact us, you may contact us:

by email at contact@zappar.com

by post at Zappar, Barley Mow Centre, 10 Barley Mow Passage, London W4 4PH, United Kingdom

How We Use Your Personal Information (Data Protection)

All personal information that we may use will be collected, processed, and held in accordance with the provisions of the UK Data Protection Act 2018 and EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under them.

For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to our Privacy Policy <https://www.zappar.com/privacy/> and Cookie Policy <https://www.zappar.com/cookie-policy/>

Changes to these Terms of Sale

We may revise, modify or replace these Terms of Sale from time to time by updating the posting on Our Website. If we change these Terms of Sale as they relate to your Order, we will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with the changes. If you do opt to cancel, you must return any affected goods you have already received and we will arrange for a full refund (including delivery charges) which will be paid within 30 days of your cancellation.

Other Important Terms

We may transfer (assign) our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if we sell our business). If this occurs, you will be informed by us in writing. Your rights under these Terms of Sale will not be affected and our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them. You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without our express written permission. If you are a Consumer, we will not unreasonably withhold our permission.

The Contract is between you and Zappar Limited. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.

If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

No failure or delay by us in exercising any of our rights under these Terms of Sale means that we have waived that right, and no waiver by us of a breach of any provision of these Terms of

Sale means that we will waive any subsequent breach of the same or any other provision.

These Terms of Sale constitute the entire agreement between Zappar Limited and you with respect to your purchase of ZapBox. You acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of us that is not set out in these Terms of Sale and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein. This does not affect any terms which are implied into this agreement by the Consumer Rights Act 2015; nor do we seek to exclude our liability for fraud or fraudulent misrepresentation.

Law and Jurisdiction

These Terms of Sale, and the relationship between you and Zappar Limited (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales. Any dispute, controversy, proceedings or claim between you and Zappar Limited relating to these Terms of Sale, or the relationship between you and us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.