

## **Terms & Conditions**

These terms and conditions together with the order form and our order acknowledgement are the basis on which we will supply to you our goods (“Goods”) and services (“Services”) and thus form our contract with you and are binding on you. These conditions shall govern the agreement between us and you to the exclusion of any other terms or conditions unless we have expressly agreed to vary these conditions in writing. These conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to you by us.

Please read these terms carefully and ensure that they only contain conditions you are prepared to agree to, before ordering any Goods or Services from us.

By ordering any of the Goods or Services, you agree to be bound by these terms. In particular we highlight clause fourteen (14) hereunder where we limit our liability in your regard.

### **1 INFORMATION ABOUT US**

1.1 The Goods and Services are provided by **Simple Solutions Limited** (“we/us/our”).

1.2 We are registered in Malta, with company number C-49726 and have our registered office at Warehouse No. 25, Hard Rocks Industrial Park, Burmarrad Road, NXR 6345, Naxxar.

1.3 You may contact us by sending us an e-mail or through by using the ‘Contact us’ option on our website.

1.4 The “Goods” we are providing under this contract consist of the products available on this website (the “Website”), while the “Services” consist of the delivery service being offered.

### **2 YOUR STATUS**

2.1 You acknowledge that Clause 5 does not apply unless you are purchasing Goods and/or Services from our website as a consumer (in other words, other than in the course of a trade, business, craft or profession) (“Consumer”);

2.2 By placing an order with us, you warrant that:

2.2.1 You are legally capable of entering into binding contracts;

2.2.2 If you are a Consumer, you are at least 18 years old;

2.2.3 The information you provide to us during the process of placing an order for Goods and/or Services is accurate, complete and not misleading.

### **3 OUR RELATIONSHIP**

3.1 By placing your Order with us you acknowledge that you are importing the Goods into Malta and you undertake to abide by all applicable local regulations. We undertake to supply the Goods and Services to you on this basis and according to these terms and conditions.

3.2 These terms and conditions apply to all sales of Goods and/or Services provided by us to you.

3.3 A sale order is concluded once payment is approved through PayPal.

3.4 Subject to Clause 5, no contract for the supply of Goods and/or Services ("Contract") will come into existence until we send you an order confirmation, confirming the order you would have placed through the Website and confirming that the order can be fully delivered. If the order cannot be fully delivered, we will deliver the items that are available. All this will be confirmed to you via e-mail. Therefore please ensure that an accurate e-mail address is supplied.

3.5 You must ensure that the terms of your order and any applicable specification and details given, including the delivery address, are complete and accurate.

3.6 These terms will be incorporated in the Contract to the exclusion of all other terms and conditions. They supersede all prior dealings, negotiations, representations or agreements between us in respect of the subject-matter of the Contract whether written or oral.

3.7 No variation or amendment of this Contract will be valid unless in writing and signed by you and our authorised representative.

#### **4 GOODS AND SERVICES**

4.1 The photos, images and illustrations of the Goods on the Website or otherwise are for illustrative purposes only and are intended only to present a general idea of the Goods described in them.

4.2 We reserve the right to deliver Goods of a modified design provided that any difference does not make the Goods unsuitable for any purpose you have made known to us.

4.3 The Goods will conform in all material respects with any specification and description provided to and accepted by us. We reserve the right to amend any design or specification without prior notification provided that it does not adversely affect the performance of the Goods.

4.4 We cannot guarantee that the appearance and/or colours of Goods shown on the Website or otherwise exactly reproduces the appearance and/or colours of the physical Goods themselves.

4.5 All Goods supplied by us are subject to availability. We reserve the right in the event that we cannot supply you with the Goods that you have ordered, to supply you with substitute goods of equivalent or matching quality. In the event that you do not accept such substitute goods, we shall arrange and be responsible for the cost of collecting such substituted goods from you; subject to the goods being in the condition as provided at clause 5 and 11.

#### **5 RETURNS, REFUNDS AND EXCHANGES**

Clause 5 only applies if you are a Consumer AND purchasing Goods from our Website.

5.1 In accordance with the Consumer Rights Regulations 2013 (LEGAL NOTICE 439 of 2013, as subsequently amended, you may withdraw from a Contract at any time within fourteen (14) days from delivery of Goods. If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such

reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

5.2 You shall hand over the Goods to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if, before the period of 14 days has expired, you agree with us on a date on which we may collect the Goods from you.

5.3 The right of withdrawal however does not apply to:

(i) the supply of goods or services for which the price is dependent on fluctuations in the financial market which cannot be controlled by the trader and which may occur within the withdrawal period;

(ii) the supply of goods made to the specifications of the consumer or where these are clearly personalised;

(iii) the supply of goods which are liable to deteriorate or expire rapidly;

(iv) the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons (including but not limitedly, toiletries, clothing and mattresses) and were unsealed after delivery;

(v) the supply of goods which are, after delivery, according to their nature, inseparably mixed with other items;

(vi) contracts where the consumer has specifically requested a visit from the trader for the purpose of carrying out urgent repairs or maintenance. If, on the occasion of such visit, the trader provides services in addition to those specifically requested by the consumer or goods other than replacement parts necessarily used in carrying out the maintenance or in making the repairs, the right of withdrawal shall apply to those additional services or goods;

5.4 To withdraw from a Contract, you must:

(i) Inform us explicitly in writing, and you may use the model withdrawal form set out in Part B of the Schedule of LN 439 of 2013 and which may be found at this link (<http://justiceservices.gov.mt/DownloadDocument.aspx?app=lom&itemid=12140&l=1>);

(iv) Communicate your decision to us via our email address so that we will inform you of the time and date when we will pick up the Goods in order to transport them to collaborator's warehouse in Poland;

(ii) Return the Goods to us in the same condition in which you received them with the original packaging and the product documentation. The Goods must not have been used and, where applicable, must not have been removed from the sealed clear packaging. This includes electrical items, which are supplied in sealed clear packaging; and

(iii) Provide proof of purchase in the form of our invoice for the original supply of such Goods. If in the event an invoice is unavailable, a bank or credit card statement may suffice at our sole discretion.

5.5 While we will not charge you for picking up the Goods from your home address, you will have to bear the direct cost of returning the goods to collaborator's warehouse in Poland. We will

communicate the shipping costs to you via email. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods. All returned goods must be accompanied by a completed delivery note (for orders delivered).

5.6 If you need advice before you return your product, kindly use the contact form provided on our website.

5.7 This does not affect your statutory rights, including the legal guarantee of conformity for goods.

## **6 PRICES**

6.1 Subject to clause 6.2, the price you pay for our Goods and Services is the price displayed on the Website at the time we receive your order. All prices are correct at the time of purchase and are confirmed with an order confirmation email. Previously viewed prices via cookies on your computer will not be honoured and requests to do so will be refused.

6.2 While we try and ensure that all the prices on our Website are accurate, some prices may be incorrectly listed. If we discover an error in the price of the Goods you have ordered we will inform you as soon as possible and offer you the Goods and Services at the correct price. We are under no obligation to provide Goods or Services to you at an incorrect, lower price, even after we have acknowledged your order or despatched the Goods or started performance of the Services. If we cannot contact you, we will treat the order as cancelled. If payment has been made and you wish to cancel your order, you will receive a full refund of the price paid.

6.3 We list prices as inclusive of VAT. All prices are exclusive of any other sales tax or duty that may be applicable which will be payable in addition to the price unless otherwise stated.

6.4 The price displayed on the Website represents the purchase price of the Goods from the suppliers, the transportation costs from the suppliers to our collaborator's warehouse in Poland from which the products are shipped, the packaging costs as well as the costs incurred in transporting the Goods to the Maltese islands upon your Order.

6.5 The price displayed on the Website does not include the price for the delivery of the Goods to your home address. Such price shall vary according to the type and quantity of the Goods ordered, and will be indicated to you when you proceed to checkout from the Website.

6.6 The prices displayed on this website may be altered at any time without notification to take into account any increase in our costs (including but not limited to the cost of materials, labour, transport or other overheads, any tax, duty or variation in exchange rates).

## **7 PAYMENT**

Payment for the Goods and Services must be affected through PayPal upon the placement of the online order. No other payment method will be accepted.

## **8 DELIVERY**

8.1 We will use all reasonable endeavours to deliver the Goods to you within the time frame indicated on the Website.

8.2 Upon delivery of the Goods, the delivery person will notify his arrival to you (including by knocking on the door or ringing the bell), and will wait for five (5) minutes for the door to be opened.

8.3 Upon delivery of the Goods, you will be requested by the delivery person to sign a delivery note. The signing of this delivery note shall represent your unconditional acceptance of the delivery, and shall moreover signify that all Goods have been delivered and that they were received in good condition.

8.4 If, upon delivery, you claim that any Goods have been delivered damaged or do not materially comply with their description on the Website, you shall immediately voice your complaints to us and we will, at our discretion, replace such Goods or refund the price paid for such Goods if your complaints are deemed to be reasonable.

8.5 If you do not answer the door within five (5) minutes, as detailed in Clause 8.2, the Goods will be returned to our Warehouse, and you will receive an email indicating the exact date, time and GPS coordinates of the attempted delivery. We will keep the Goods at our Warehouse for two (2) days from the date of our confirmation of your order. Within these two (2) days, you may contact us to re-effect delivery at your own cost.

8.6 If you fail to request re-delivery of the Goods within two (2) days from the date of our confirmation of your order, we will be entitled to cancel the order and you will lose your right to a refund.

8.7 It is your responsibility to provide us with the correct delivery address. Clauses 8.5 and 8.6 shall apply to any deliveries which cannot be effected due to a mistake on your part when providing the delivery address.

8.8 Our liability for non-delivery of the Goods for whatever reason will be limited to, at our discretion, a refund of the purchase price paid or delivery of the Goods at a later time that is notified to you by email.

## **9 RISK AND TITLE**

9.1 Risk in the Goods passes when they are delivered to you and upon you signing the delivery note mentioned in Clause 8.3.

9.2 We will transfer only such title or rights in respect of the Goods as we have and if the Goods are purchased from a third party we will transfer only such title or rights as that party had and has transferred to us.

## **10 WARRANTY**

10.1 Some Goods are supplied with the benefit of a warranty given by the Goods' manufacturers (details of which will be provided to you with the Goods or otherwise on request ("the Warranty"))

provided that you comply with the conditions set out in clause 10.2 as well as any provided with the Warranty (“Warranty Conditions”).

10.2 If Goods become faulty during the period of the Warranty for reasons unconnected with your acts, omissions or misuse of the Goods, you must notify us in writing and/or by completing a warranty claim form (including a description of the fault) and return such Goods to us. Such Goods shall be returned to the manufacturer for review and testing. Based on the manufacturers’ opinion and further subject to clause 10.5 and 10.6, we will repair, (or at our sole option), replace such Goods with the same or superior Goods, without charge or choose not provide any of the aforementioned. The manufacturer’s opinion shall be final and binding and we shall have no further liability to you.

10.3 Your sole remedy in respect of a failure of the Goods to comply with the Warranty is as set out in the Warranty Conditions.

10.4 We will be afforded reasonable opportunity and facilities to investigate any claims made under the Warranty and you will if so requested in writing by us promptly return any Goods that are the subject of any claim and any packing materials securely packed and delivered to us for examination.

10.5 We will have no liability with regard to any claim in respect of which you have not complied with the claims procedures in the Warranty Conditions.

10.6 The above warranty is given by us subject to us having no liability in respect of any defect arising from wear and tear, wilful damage, negligence, tampering of the Goods, incorrect fitting of the Goods by you and/or a third party, abnormal working conditions, failure to follow our and/or the Goods’ manufacturers’ instructions (whether oral or in writing), misuse or alteration or repair of the Goods without our approval.

## **11 REFUNDS POLICY**

11.1 When you return Goods to us:

11.1.1 Because you cancelled the Contract in accordance with clause 5 (Consumer Rights), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case we will refund the price of the Goods to be returned in full, including the cost of sending the Goods to you. However, you will be responsible for the cost of returning the Goods as per clause 5.5;

11.1.2 Which are incorrectly supplied and/or are returned as new in their original packaging, these items shall be refunded, exchanged or replaced if they are returned within 30 days of date of purchase of the Goods and proof of purchase (as provided at clause 5) is supplied; and

11.1.3 For any other reason, we will examine the returned Goods and will notify you in writing or via e-mail within a reasonable time of the refund (if any at all) to which you are entitled. We will usually process the refund due to you as soon as possible thereafter. For any entitlement of a refund to be due to you, the returned Goods must be in the same condition in which you received them with the original packaging and the product documentation. The Goods must not have been used and, where applicable, must not have been removed from the sealed clear packaging. This includes electrical items, which are supplied in sealed clear packaging. Goods returned to us because they fail to comply with the Warranty will be refunded in accordance with the provisions of the Warranty Conditions.

11.2 Orders accepted by us are cancellable and refunded only at our sole discretion.

## **12 SERVICES**

12.1 We will perform the Services with reasonable care and skill.

12.2 If we fail to perform the Services in accordance with clause 12.1 or at all, then your sole remedy will be for the re-performance of those Services by us.

12.3 Any timescales given by us to you in respect of the performance of the Services are approximate only.

## **13 SOFTWARE**

13.1 Where a Good or Goods supplied consist of or include software ("Software"), this Software is licensed, not sold, by us or by the relevant licensor/owner subject to the relevant end-user license agreement or other licence terms included with Software ("License Terms") and/or the Product. In addition:

13.1.1 Such Software may not be copied, adapted, translated, made available, distributed, varied, modified, disassembled, decompiled, reverse engineered or combined with any other software, save to the extent that the (i) License Terms or (ii) applicable law expressly grants such rights (which right under applicable law cannot be excluded by contract).

13.1.2 Save to the extent provided for in any applicable License Terms, your rights of return and/or to a refund under these Conditions and any applicable Returns Policy do not apply in the event that you open the Software shrink-wrap and/or break the license seal and/or use the Software.

13.1.3 Except to the extent expressly provided by us in writing or a licensor under relevant License Terms, Software is provided 'as is' without any warranties, terms or conditions as to quality, fitness for purpose, performance or correspondence with description and we do not offer any warranties or guarantees in relation to Software installation, configuration or error/defect correction. You are advised to refer to any License Terms with regards to determining your rights against a manufacturer, licensor or supplier of the Software.

## **14 LIMITATION OF LIABILITY**

14.1 Subject to the provisions of these terms, the following provisions set out the entire financial liability of us (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:

14.1.1 Any breach of these terms; and

14.1.2 Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

14.2 All warranties, conditions and other terms implied by law (including any warranty against latent defects or warranty for fitness of purpose) are, to the fullest extent permitted by law, excluded from the Contract.

14.3 Nothing in these terms excludes or limits our liability:

14.3.1 For death or personal injury caused by our negligence;

14.3.2 For matters clearly identified in the Consumer Affairs Act;

14.3.3 For fraud or for fraudulent misrepresentation; or

14.3.4 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

14.4 Subject to clause 14.3, we will not be liable to you for:

14.4.1 Any indirect or consequential, special or punitive loss, damage, costs or expenses;

14.4.2 Loss of profit;

14.4.3 Loss of business;

14.4.4 Loss of income or revenue;

14.4.5 Loss or corruption of or damage to data;

14.4.6 Waste of management or office time; or

14.4.7 Depletion of goodwill.

14.5 Subject to clause 14.3, our total liability to you under or connected with these terms will not exceed the price payable for the Goods and/or Services for any one event or series of connected events.

## **15 DATA PROTECTION**

15.1 We observe applicable data protection and privacy laws and will not use your Personal Data without your consent or other than as set out below.

15.2 By submitting an order, you consent to us processing your account information and personal details submitted by you ("Personal Data") for the purposes of processing and fulfilling your order. We may also ask for additional Personal Data if reasonably necessary for the purposes of verification of your identity or fraud prevention purposes.

15.3 You also acknowledge and agree that we are permitted to use this Personal Data and may disclose this Personal Data to PayPal, to the third party manufacturer, licensor or supplier of the Products and/or Services, and to any person whose services we might use, in each case for the purposes of processing and fulfilling your order or (if necessary) dealing with any contractual or after-sales issues that you have.

15.4 We may occasionally use or disclose anonymous customer information for the purpose of statistical analysis or other business purposes. This will not include Personal Data that identifies you.

15.5 The Site may use "cookies" (a "cookie" is a small data file placed on your computer's hard drive when you access the Site or part of the Site). This information identifies your computer and is collected automatically as a means of supporting your visit to this Site. This "cookie" technology enables us to enhance the Site and/or products and services provided to you. You can choose to not

receive a cookie file by enabling your Web browser to refuse cookies or prompt you before accepting a cookie. Please note that by refusing to accept a cookie, you may not be able to access all services and features offered by this Site.

15.6 In relation to security of Product orders that you place with us, our secure-server software encrypts all your Personal Data. This means that the characters that you enter are converted into pieces of code that are then securely transmitted over the Internet.

## **16 FORCE MAJEURE**

16.1 We will not be liable for any failure in the performance of any of our obligations under the Contract caused by factors outside our control.

## **17 LAW AND JURISDICTION**

17.1 This Contract will be governed by Maltese law and you consent to the jurisdiction of Maltese Courts and competent Maltese Tribunals in all matters regarding it.

## **18 NOTICES**

18.1 Any notice given under this Contract will be in writing and may be served personally, by registered or recorded delivery mail by email (evidence confirming the same by post) or by any other means which any party specifies by notice to the other.

18.2 Each party's address for the service of notice will be:

18.2.1 Us - the address specified in clause 1.2 or such other address and email address as we specify by notice to you; and

18.2.2 You – the address and email address given to us at the time an order is placed with us.

18.3 A notice will be deemed to have been served: if it was served in person, at the time of service, if it was served by post, 48 hours after it was posted and if via email once it has been transmitted.

## **19 GENERAL**

19.1 Each of our rights or remedies under the Contract is without prejudice to any other right or remedy that we may have whether under the Contract or not.

19.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it will to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision will continue in full force and effect.

19.3 Failure or delay by us in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of our rights under the Contract.

19.4 Any waiver by us of any breach of, or any default under, any provision of the Contract by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.