

TERMS OF SALE

1. ABOUT US

Company details. British American Tobacco UK Limited (company number 02346565) (**BAT, we and us**), is a company registered in England and Wales and our registered office is at One Eton Street, Richmond Upon Thames, London, TW9 1EF. Our VAT number is GB239136950. We operate the website <http://www.vapermarket.co.uk>

- 1.1 **Contacting us.** To contact us please email us at info@vapermarket.co.uk or write to us via post at the following address: Vaper Market, Unit 3-8, Bury South Business Park, Bury, Greater Manchester, M26 2AD United Kingdom. How to give us formal notice of any matter under the Contract is set out in clause 14.

2. OUR CONTRACT WITH YOU

- 2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of goods by us to you (**Contract**), and the checking by you of the box on the order page to indicate your acceptance of these Terms shall incorporate these Terms into the Contract. No other terms are implied by trade, custom, practice or course of dealing. References in these terms to “you” or “your” shall be deemed references to the business who has a registered account with us.

- 2.2 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

- 2.3 **Language.** These Terms and the Contract are made only in the English language.

3. PLACING AN ORDER AND ITS ACCEPTANCE

- 3.1 **Eligibility.** You may only place an order with us through the website if you have a registered account with us that has been approved by us. Details of the account creation process and the prerequisites of creating an account with us can be found in our [Website Terms of Use](#). You represent, warrant and undertake that you have the authority to enter into this Contract.

- 3.2 **Placing your order.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (**Goods**) subject to these Terms.

- 3.3 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.4 **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.5.
- 3.5 **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it, at which point the Contract between you and us will come into existence.
- 3.6 **If we cannot accept your order.** If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount including any delivery costs charged as soon as possible.

4. **OUR GOODS**

- 4.1 The images of the Goods on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. The colour of your Goods may vary slightly from those images.
- 4.2 The packaging of your Goods may vary from that shown on images on our site.
- 4.3 We reserve the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirement.

5. **DELIVERY, TRANSFER OF RISK AND TITLE**

- 5.1 We will provide an estimated delivery date on our website when you complete your order. We will contact you by email when your product has been dispatched, which will be within 30 days after the date on which we email you to confirm our acceptance of your order. Occasionally our delivery to you may be affected by a Force Majeure Event. See clause 13 (Events outside our control) for our responsibilities when this happens.
- 5.2 Delivery is complete once the Goods have been unloaded at the address for delivery set out in your order and the Goods will be at your risk from that time.

- 5.3 You own the Goods once we have received payment in full, including of all applicable delivery charges.
- 5.4 If we fail to deliver the Goods, our liability is limited to the cost of obtaining replacement goods of a similar description and quality in the cheapest market available, less the price of the Goods. However, we will not be liable to the extent that any failure to deliver was caused by a Force Majeure Event, or because you failed to provide adequate delivery instructions or any other instructions that are relevant to the supply of goods.
- 5.5 If you fail to take delivery within 10 days after the day on which we notified you that the Goods were ready for delivery, we may resell part of, or all the Goods and after deducting any reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.

6. RETURNS

- 6.1 Returns of Goods will only be accepted in the event of a warranty claim – see clause 10 for more details.

7. INTERNATIONAL DELIVERY

- 7.1 We deliver to the United Kingdom only.

8. PRICE OF GOODS AND DELIVERY CHARGES

- 8.1 The prices of the Goods will be as quoted on our website at the time you submit your order. We take all reasonable care to ensure that the prices of Goods are correct at the time when the relevant information was entered onto the system. However, please see clause 8.5 for what happens if we discover an error in the price of Goods you ordered.
- 8.2 Prices for our Goods may change from time to time, but changes will not affect any order you have already placed.
- 8.3 The price of Goods excludes value added tax or sales tax (“**VAT**”) (where applicable) at the applicable current rate chargeable in the UK or RoI for the time being. 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 Goods in full before the change in VAT takes effect.

8.4 The price of the Goods does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.

8.5 We sell a large number of Goods through our website. It is always possible that, despite our reasonable efforts, some of the Goods on our website may be incorrectly priced. If we discover an error in the price of the Goods you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Goods and refund you any sums you have paid.

9. HOW TO PAY

9.1 Unless we have agreed with you otherwise in writing, you can pay for Goods using debit card, credit card or PayPal. We accept the following cards: Visa, MasterCard and Maestro.

9.2 Unless we have agreed with you otherwise in writing, payment for the Goods and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your Goods. If we fail to receive valid authority for your payment or if we reasonably believe that payment will be refused, we reserve the right to reject your order.

9.3 Payments made by card will be processed by a third party on our behalf.

10. OUR WARRANTY FOR THE GOODS

10.1 The Goods are intended for use only in the UK. We do not warrant that the Goods comply with the laws, regulations or standards outside the UK.

10.2 We provide a warranty for BAT produced Goods as set out at Schedule 1 to these Terms. All other warranties, including any manufacturer's warranties in respect of the Goods, are expressly disclaimed.

10.3 We will not be liable for breach of the warranty set out in clause 10.2 ("**BAT Warranty**") if:

- (a) you make any further use of the Goods after giving notice to us in accordance with the BAT Warranty;
- (b) you alter or repair the Goods without our written consent;

- (c) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- (d) the Goods differ from their description or specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
- (e) any of the other exceptions set out in Schedule 1.

10.4 We will only be liable to you for the Goods' failure to comply with the BAT Warranty to the extent set out in this clause 10 – this shall be BAT's sole and exclusive liability in the event of any failure to comply with the BAT Warranty.

10.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

10.6 These terms also apply to any repaired or replacement Goods supplied by us to you.

11. OUR LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

11.1 Nothing in these Terms limits or excludes our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) any other liability that cannot be limited or excluded by law.

11.2 Subject to clause 11.1, we will under no circumstances be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) any loss of profits, sales, business, or revenue;
- (b) loss or corruption of data, information or software;
- (c) loss of business opportunity;
- (d) loss of anticipated savings;
- (e) loss of goodwill; or
- (f) any indirect or consequential loss.

11.3 Subject to clause 11.1, our total liability to you for all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will in no circumstances exceed 100% of the price of the Goods.

11.4 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Goods. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Goods are suitable for your purposes.

12. TERMINATION

12.1 Without limiting any of our other rights, we may suspend the supply or delivery of the Goods to you, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 14 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action (or we reasonably believe you are likely to take such step or action) in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

12.2 Termination of the Contract shall not affect your or our rights and remedies that have accrued as at termination.

12.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

13. EVENTS OUTSIDE OUR CONTROL

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Force Majeure Event**).

13.2 If a Force Majeure Event takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

13.3 You may cancel the Contract affected by a Force Majeure Event which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Goods you have already received and we will refund the price you have paid, including any delivery charges.

14. COMMUNICATIONS BETWEEN US

When we refer to "in writing" in these Terms, this includes email.

14.1 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

14.2 A notice or other communication is deemed to have been received:

- (a) if delivered personally at the time the notice is left at the proper address;
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission, provided that the subject line of the email identifies that it is a notice being given under the Contract and provided that a confirmatory copy is provided by one of the other means referred to in clause 14.1 and is dispatched on the same date as the email was sent, failing either of which the email shall not constitute a valid notice.

14.3 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 email, that such email was sent to the specified email address of the addressee.

14.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15. **GENERAL**

15.1 **Assignment and transfer.**

- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
- (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

15.2 **Variation.** Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

15.3 **Changes to these Terms.** We may change, modify or revise these Terms at any time. Any changes made to the Terms will apply 7 days after the date we post the modified terms on our website. It is your responsibility to check that you have read and agree with the latest Terms on the website.

15.4 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

15.5 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

15.6 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

15.7 **Governing law and jurisdiction.** This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.

Schedule 1 - BAT Warranty

WHAT IS COVERED BY OUR BAT WARRANTY

BAT specific devices and accessories come with a warranty against fault. This means that if your device or accessory stops working properly during the applicable warranty period we will replace or repair it free of charge*. The applicable warranty periods are as follows:

- **Batteries:** all batteries are supplied with a 6 month warranty.
- **Chargers:** All chargers, including USB, wall and car chargers are supplied with a 12 month warranty.
- **Clearomisers/Tanks:** All clearomisers are supplied with a 1 month warranty.
- **Atomisers, Coils and Cartomisers:** All atomisers and cartomisers are supplied with a 7 day warranty.
- **E-liquids:** Unfortunately, we are not able to provide a warranty on e-liquid items due to the nature of the product.

*WHAT IS NOT COVERED BY OUR BAT WARRANTY

This warranty does not cover any faults resulting from fair wear and tear or misuse of the product, including but not limited to:

- Negligence by you or a third party.
- Incorrect use of your product in accordance with the user instructions.
- Unauthorised repairs or other modifications.
- Improper charging of your device (including the use of alternative chargers and charging adaptors).

Please note that the BAT warranty applies specifically to BAT produced goods sold on the Website and DOES NOT extend to third party products that are sold via the Website.

HOW TO MAKE A CLAIM

If you need to make a claim or you think there is an issue with your Goods please contact: Customer Services info@vapermarket.co.uk or Vaper Market, Unit 3-8, Bury South Business Park, Bury, Greater Manchester, M26 2AD United Kingdom.

You will be asked to describe the fault in detail, provide order number/proof of purchase and the product batch/serial number, so please make sure you have this information to hand.

- If the product is diagnosed as faulty, BAT will repair or replace the product for you on a next day delivery service.
- You may be asked to return the faulty device for investigation. Failure to return the defective device if requested may affect your claim.

PLEASE NOTE:

- Where we cannot repair your device or accessory we will refund the amount paid.
- This warranty does not affect your statutory rights.