



CarbonNano Terms And Conditions Of Sale Of Products

1). General Items

- “you” or “You” are the person buying the product from CarbonNano Ltd.
- “we” or “We” or “us” or “Us” are CarbonNano Ltd.

This document sets out the terms between you and us under which we sell products to you. By purchasing our products, you accept, and agree to abide by, all the items contained in this document, and all of our other Terms and Conditions & Policies.

Some of the information contained in this document may also be superseded by information published elsewhere on any of our sites. Therefore it is important that you read this and the following documents before you use our websites, purchase our products or purchase our design services as these documents may be periodically updated:-

- Website Acceptable Use Policy
- Privacy And Cookie Policy
- Terms & Conditions Of Web Services
- Terms & Conditions Of Sale Of Products
- Terms & Conditions of Design Services

We are registered in England and Wales under company number 09444082.

We are not liable for any actions taken in response to breaches of this document. We reserve the right to take any other action we reasonably deem appropriate that might not be listed herein.

These terms and conditions and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the law of England and Wales.

CarbonNano products purchased through any other third party will be subject to the Terms and Conditions of Sale of the third party.

2). Your Liabilities

This document is a contract between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

Any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

3). Products

Any images or descriptions of our Products are for illustrative purposes only. We make every effort to be accurate with our images and descriptions; however we cannot guarantee that our products may not vary slightly.

Products are sold subject to availability you will be informed by e-mail as soon as possible if the Product you have ordered is not available, your order will either be placed on back order, or it will be refunded in full.

If you are a consumer, you have legal rights in relation to the supply of goods, services and digital content. Nothing in these Terms will affect these legal rights.

If you are a business customer (i.e. not a consumer as defined by the Consumer Rights Act 2015), by purchasing our products you are confirming that you have the authority to do so.

This document and any other document referred to, constitutes the entire agreement between you and us.

You must not resell any CarbonNano products unless you and we have signed the CarbonNano reseller agreement.

4). Product Warranty

CarbonNano products are sold with a 12 month warranty from the date of dispatch. CarbonNano products shall be of satisfactory quality (within the meaning of the Consumer Rights Act 2015) and fit for purpose in accordance with the product specifications and intended use. CarbonNano products shall be free from material defects in design, material and workmanship and remain so for the 12 month warranty period.

In the unlikely event that the product fails during the 12 month warranty period we will repair or replace the Product. If the product cannot be repaired or replaced, then a refund will be offered. We will pay the postage costs for us to send to you a replaced or repaired product.

Depending upon the nature of the reason for the product warranty issue, we may ask you to return or dispose of the product.

If we ask you to dispose of the product, you must not dispose of it in household waste, you must recycle the product, please contact your Local Authority about recycling services in your area.

If we ask you to return the product, you must do so as soon as possible. Unless the product has been supplied in error (i.e. it is not the product that you ordered), or the product does not function when first installed, you agree to pay the postage costs to return the product to us its original packaging, and agree to provide suitable packaging to prevent postal damage.

5). Warranty Exclusions

The warranty does not apply to any defect in the Products arising from:-

- Failure to use or install the product in accordance with any instructions we have provided.
- Wilful damage, alteration, attempted repair, abnormal storage or working conditions, accidental damage, negligence by you or by any third party.

This warranty is in addition to your consumer legal rights in relation to products that are faulty or not as described.

6). Subscriptions

With some of our products, we have to charge a subscription fee to cover messages and calls to your phone, if you have selected that type of communication. You ensure that you have a PayPal account.

The subscription payments are based on an automatic credit top-up system whereby:-

- We send to you a PayPal Request Money for £10 to be put into your Nano-Account via PayPal as credit for subscription costs. We deduct any PayPal charges to us from your Nano Account.
- As you use the Nano Service, your available credit level reduces with the amount of calls and messages made to your Phone. The cost of the calls and messages depends upon your location within the world and your phone contract; we only charge to you the costs of the messages or calls to us, however you may incur further charges from your Phone contract that we cannot be responsible for. It is your responsibility to ensure that you are fully aware of your phone contract and associated charges.
- You can view your Nano-Account deductions by logging in to your account. The cost of the messages from us and calls may vary and will include VAT; we will endeavour to charge the minimum that we can.
- When your credit level falls below £2.50, we automatically send you a PayPal Request Money for £10 to be put into your Nano-Account.
- If your credit level falls below £1.00, we send to you a warning message that your Nano-Account needs to be credited.
- If your Nano-Account depletes all credit, then no messages or calls will be made to your Phone. We cannot accept any liability if you fail to maintain your Nano-Account credit, and you do not receive messages or calls.

7). Changes To Nano-Services

We reserve the right to make any changes to the Nano-Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the services.

We may also make changes to enhance the Nano-Services to include new features and functionality, which may incur additional charges. These additional charges will only be charged if you opt to use them.

We reserve the right to terminate the Nano-Services being provided to you at any time with reasonable notice. Should this be within 12 months of purchase of our products, we will provide a refund proportionally, provided that the Services are not terminated as a result of a breach of any of this document by you.

8). Cancellations And Return Of Products

We will provide a full refund as long as the Product is returned within 14 days starting the day after delivery to you, providing the Product is unused (i.e. installation process not started) and the retail

packaging is undamaged (i.e. can be resold to another customer upon its return). The refund will be made once the Product has been returned to us.

Please follow the steps below to ensure you obtain a trouble free and full refund:-

- Contact us and we will provide you with a returns number.
- Unless the product has been supplied in error (i.e. it is not the product that you ordered), or the product does not function when first installed, you agree to pay the postage costs to return the product to us.
- Ensure the Product is returned in all of its original packaging and supplied documents (if applicable).
- Include a copy of your original order confirmation with a note of the returns number so we know who has sent it.
- Send it back to us under an insured delivery option covering the full cost of the Products.

9). Intellectual Property

The Products will be your responsibility from the completion of delivery. You own the Products once we have received payment in full, including all applicable delivery charges.

We own the intellectual property right of the Products, you are not permitted to reverse engineer any aspect of the design or make any changes to the design whatsoever.

You are not permitted to copy or attempt to copy any aspect of the Product.

10). Product Pricing And Delivery

The prices of the Products will be as quoted on our websites at the time of your order. The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK.

The price of a Product does not include delivery charges, unless explicitly stated. Delivery charges may vary depending upon your location

We reserve the right to cancel an order at our sole discretion for any reason and we will refund any costs to you.

Our Products are designed for use in the EU and are certified to UKCA/CE Standards only. If you are outside of the EU, it is your responsibility to check if our Products are legal within your country before you purchase them as refunds in this circumstance will not be given. We accept no liability for any use of our Products outside of the EU.

Your Products will be dispatched by the estimated delivery date set out in your order confirmation, unless there is an event outside of our control. In this case we will contact you with a revised estimated delivery date. If this is not acceptable you may cancel your order.

11). Our Liabilities If You Are A Business

We will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with our Products

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for: any loss of profits, sales, business, or revenue; loss or corruption of data, information or software; loss of business opportunity; loss of anticipated savings; loss of goodwill; or any indirect or consequential loss.

The only exceptions to the above are death or personal injury caused by our negligence or fraud or fraudulent misrepresentation.

Our total liability to you in respect of all other losses arising under or in connection with the sale of Product, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products purchased.

Except as expressly stated in this document, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into this document 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 Products are suitable for your purposes.

12). Our Liabilities if You Are A Consumer

If we fail to comply with this document, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this document or our negligence.

We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time of purchase.

We only supply the Products for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes.

13). Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations described in this document that is caused by an Event Outside Our Control, as defined below:-

Any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

If an event outside our control takes place that affects our obligations described in this document, then we will contact you as soon as reasonably possible. Our obligations will be suspended for the duration of the event outside our control and also any necessary time that is required to perform any remedial tasks necessary because of such events.

14). Changes To This Document:-

We reserve the right to change our Terms and Conditions or Policies at our sole discretion.

Whenever you visit or access our websites, purchase our product or purchase our design services, the version of our Terms & Conditions or Policies will be displayed by the date at the footer of each document.

You must keep a record of the version that was in existence at the time of your purchase or last visit and to understand whether there are any changes since that time, as your continued use of our products or services after changes to the Terms and Conditions have been made means that you agree to be bound by such changes.