

GENERAL TERMS AND CONDITIONS OF SALE

Last Updated: 06/14/2024

These are the terms and conditions on which we supply products to you. **Please read these terms carefully before placing an order via this site.**

These terms tell you what you need to know about purchasing products from us. We may make changes to these Terms and Conditions of Sale without notice by posting the new terms on this Site. The terms and conditions posted on the Site at the time you place your order will govern that purchase.

Click on the links below to go straight to more information on each area:

TABLE OF CONTENTS

1. WHO ARE WE AND HOW TO CONTACT US	1
2. BY USING THIS SITE YOU ACCEPT THESE TERMS	2
3. OTHER TERMS THAT MAY APPLY TO YOU	2
4. PLACING AN ORDER	2
5. PRICING AND SHIPPING FEES	3
6. PAYMENTS	3
7. PRODUCTS	3
8. WITHDRAWAL POLICY	4
9. RETURN POLICY	5
10. DELIVERY	5
11. PRIVACY POLICY	6
12. WARRANTY	6
13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU	6
14. WHEN WE CAN END THE CONTRACT WITH YOU	7
15. GOVERNING LAW AND JURISDICTION	7
16. ALTERNATIVE DISPUTE RESOLUTION	7
17. AMENDMENT TO THE TERMS	7
18. SEVERABILITY CLAUSE	8
19. CONTACT INFORMATION	8

1. WHO ARE WE AND HOW TO CONTACT US

The web shop provided on the website <http://glamnetic.co.uk> (the Site) is operated by Brand Access LLC (hereinafter referred to as “we”, “us”, “our” or “Brand Access”). Brand Access LLC. The company’s registered office is located at 900 High Street Palo Alto, CA 94301. Our VAT number is NL82361222B01 and GB333063827. You can contact us at info@brandaccess.com.

2. BY USING THIS SITE YOU ACCEPT THESE TERMS

These Terms and Conditions (“Terms”) govern the relationship between Brand Access, LLC and customers in the sale of physical goods (“Products”) by Brand Access, LLC through the Site.

Brand Access, LLC requires that you read the Terms before using the services offered on the Site.

By setting up a customer account or placing an order on the Site you agree to the Terms.

If you do not agree to the Terms, you may not use the services offered on our Site. We recommend that you print a copy of these terms for future reference.

3. OTHER TERMS THAT MAY APPLY TO YOU

These Terms refer to the following additional terms:

- Our Privacy Policy <http://glamnetic.co.uk/pages/privacy-policy> which details the information we may gather about you and your visit to the Site.
- Our Cookies Policy <http://glamnetic.co.uk/pages/cookie-policy>, which sets out information about our use of cookies on the Site.
- Our Acceptable Use Policy <http://glamnetic.co.uk/pages/acceptable-use-policy> which sets out the permitted uses and prohibited uses of the Site. When using the Site, you must comply with our Acceptable Use Policy.
- Our Website Terms of Use <http://glamnetic.co.uk/pages/terms-of-use> which apply where use the Site <http://glamnetic.co.uk>.

4. PLACING AN ORDER

The presentation of the Products in the online shop does not constitute a legally binding offer, but only an invitation to place an order.

By clicking on the button to [checkout](#) you place a binding order for the Products listed on the order page. Please check your order carefully before placing it. Your order is an offer to us to buy the Products in your basket. After you place an order, we send you an order confirmation email, stating we have received your order. Your purchase contract is

concluded when we accept your order by sending you an order confirmation by email to confirm we have accepted the order.

To order Products from the Site you must be at least 18 years old and be authorized to use the payment method which you use to pay for the Products you order. If you are under 18, you may place an order only with involvement of a parent or guardian.

We reserve the right to refuse any order placed through the Site. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing, shipping address or IP address. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers, distributors or high risk customers as identified by our fraud filters.

We further may reject orders, for example, because a Product is unexpectedly out of stock, because you are located outside our delivery areas, as stated on our website or because the Product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

5. PRICING AND SHIPPING FEES

The prices of Products are stated on the website. The product prices displayed on the website are inclusive of value added tax (VAT/GST). Also note that the VAT/GST rate may vary depending on the country you are ordering from. If the rate of VAT/GST changes between your order date and the date we supply the Product, we may adjust the rate of VAT/GST that you pay, unless you have already paid in full before the change in rate of VAT/GST takes effect. The following currencies apply:

- Customers from the European Union (EU) and European Economic Area (EEA): Euro (EUR)
- Customers from the United Kingdom (UK): British pound (GBP)
- Customers from Australia (AU): Australian Dollar (AUD)

In addition to the stated prices, we may charge shipping fees for delivery. These may vary depending on the destination, weight and/or value of the product and/or any promotional offers. Shipping costs are clearly indicated at checkout.

6. PAYMENTS

Payment for Products must be made in full at the time of the order placement, unless otherwise agreed on. We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover

- PayPal
- Klarna
- Sofort
- iDeal
- Google Pay
- Apple Pay
- AfterPay

You agree to provide current, complete, and accurate order and account information for all orders made via the Site. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order when you checkout.. We reserve the right to correct any errors or mistakes in pricing on <http://glamnetic.co.uk> at any time without notice. Changes will not affect orders for which we have already sent an invoice confirmation.

7. PRODUCTS

We make every effort to display as accurately as possible the colours, features, specifications, and details of the Products. However, the pictures of our Products are for illustrative purposes only and a Product's true colour may not exactly match that shown on your device or its packaging may be slightly different.

If a product does not meet your expectations, please refer to our Returns and Refunds Policy for information on how to request a return or refund.

If we are making or supplying customized product you are responsible for making sure any information provided is correct and complies with posted requirements.

8. WITHDRAWAL POLICY

YOUR RIGHT TO WITHDRAW

For most products bought online, you have a legal right to change your mind about your order within 14 days without giving any reason, unless a longer period is explicitly specified, and receive a refund of what you paid for the products. This is subject to some conditions, as set out below.

The withdrawal period begins on the day on which you or a third party named by you, who is not the carrier, have taken possession.

To exercise your right to withdraw, you must inform us by means of a clear statement (e.g. email to info@brandaccess.com or by returning the Products), of your decision to withdraw

from this contract. You can also use the attached sample withdrawal form, but this is not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right to withdraw or the Products before the expiry of the withdrawal period to us.

The following Products are excluded from withdrawal:

- Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- Products that are made to your specifications or are clearly personalised;
- Products which become mixed inseparably with other items after their delivery;
- Orders with a processed warranty claim.
- Worn/used apparel.

CONSEQUENCES OF WITHDRAWAL

If you withdraw from our contract, we shall reimburse to you all payments received from you (with the exception of the outbound shipping cost), 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. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

We may refuse to refund you until we have received the Products back or until you have provided proof that you have returned the Products, whichever is the earliest.

We reduce your refund if you have used or damaged a Product. If you handle the Product in a way which would not be acceptable to re-sell, we reduce your refund, to compensate us for its reduced value. For example, we reduce your refund if the Product's condition is not "as new", price tags have been removed, the packaging is damaged or accessories are missing.

You must return or hand over the Products to us immediately and in any case within 14 days at the latest, unless a longer withdrawal period has been explicitly agreed, from the day on which you inform us of the cancellation of this contract. The deadline is met if you dispatch the goods before the period of 14 days has expired, unless a longer withdrawal period has been explicitly agreed.

The cost of returning the product (and any free gifts provided with it) to us within 14 days of your telling us you have changed your mind is at your own cost unless we offered free returns when you bought the product. Please see the return policy section of the Terms for details on how and where to return the products.

WITHDRAWAL FORM

(please fill in this form and send it back only if you wish to withdraw from the contract)

To

Brand Access LLC, Office 4 3/f, Coachworks Arcade, Northgate Street, Chester, United Kingdom, CH1 2EY

Email: info@brandaccess.com

I hereby notify you about my decision to withdraw from the contract for the provision of the following products:

- Ordered on / received on (*)
- Name of the consumer(s) (*)
- Address of the consumer(s) (*)
- Signature of the consumer(s) (only for notification on paper) (*)
- Date

9. RETURN POLICY

For information on returns, please refer to our instructions at

<http://glamnetic.co.uk/pages/returns-refunds>

10. DELIVERY

We will endeavour to deliver the Products to you within the indicated timeframe. However, delivery dates are estimates only and are not guaranteed.

If Products are out of stock then we will let you know by email. If you order more than one Product, we do not guarantee that all Products will be delivered to you in one delivery, and we reserve the right to deliver in multiple consignments.

If our supply of your Product is delayed due to an event outside of our control, we will notify you as soon as possible, stating a new delivery date. As long as we do this, we will not compensate you for the delay but if the delay is substantial you can [contact us](#) to end the contract with us and receive a refund for any Products you have paid for. Events outside of our control include events such as strikes, lockouts or other industrial events, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslide, epidemics, pandemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, carriers or other public or private transport and all other hindrances which we could not foresee and are not responsible for. If this delivery period is not acceptable for you, you are entitled to end the contract with us and receive a refund for any Products you have paid for but not received. Our liability for delayed delivery shall be limited in accordance with clause 13.

Risk of loss and damage to the Products passes to the customer upon delivery. However, Brand Access retains ownership of the Products until full payment has been received from you.

11. PRIVACY POLICY

How we use any personal data you give us is set out in our Privacy Policy:

<http://glamnetic.co.uk/pages/privacy-policy>

12. WARRANTY

Your statutory warranty rights shall apply. Our liability for damages is limited in accordance with clause 13.

If we grant special guarantees, the statutory warranty rights remain unaffected by this.

Complaints based on statutory warranty claims can be made by sending an email to info@brandaccess.com.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it is unlawful to do so. This includes liability for:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.
- fraudulent non-disclosure of defects and the assumption of a guarantee of quality.
- breach of your legal rights in relation to the Products.

We are responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable because it was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it for example if you use any products other than for the purposes for which such product is intended to be used or for a special purpose that was not communicated to us at the time you bought the product from us.
- **Caused by a delaying event outside our control.** As long as we have taken the steps set out in section 10 where delivery is delayed for a reason outside of our control.
- **Avoidable.** Something you could have avoided by taking reasonable action, including following our reasonable instructions for use.
- **A business loss.** The loss relates to your use of a product for the purposes of your trade, business, craft or profession.

14. WHEN WE CAN END THE CONTRACT WITH YOU

We can end our contract with you for a product and claim any compensation due to us if:

- you do not make any payment to us when it's due and you still don't make payment within 30 days of our reminding you that payment is due.
- You do not, within a reasonable time, either allow us to deliver the product to you or collect it from us.

15. GOVERNING LAW AND JURISDICTION

In the event of legal disputes, the laws of **The Netherlands** shall apply. The applicability of the UN Convention of Contracts for the International Sale of Goods shall be excluded. In disputes with consumers within the EU, EEA or UK, the law of the ordinary place of residence shall apply, insofar as mandatory consumer law provisions are involved.

You may bring any dispute which may arise under these Terms to either the competent court of Amsterdam, the Netherlands, or to the competent court of your country of habitual residence. Brand Access shall bring any dispute which may arise under these Terms to the competent court of your country of habitual residence if this is in an EU Member State or you live in the UK or otherwise the competent court of Amsterdam, the Netherlands.

16. ALTERNATIVE DISPUTE RESOLUTION

Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. The European Commission has created an Online Dispute Resolution (ODR) platform for online settlements of disputes. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online sales contracts. Further information is available at the following link: <http://ec.europa.eu/consumers/odr>. We are neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board. For residents in the UK, we are not obliged to use an Alternative Dispute Resolution (ADR) provider and, as we receive few complaints that are not resolved, we have decided not to subscribe to an ADR scheme at this stage.

17. AMENDMENT TO THE TERMS

For every purchase at the Site, the current Terms apply.

We may make changes or modifications to the Terms if there is a valid reason, in particular the implementation of legal changes, other legal requirements or other important reasons.

We will alert make you aware of any changes by updating the “Last updated” date at the beginning of these Terms.

Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Site after the date such revised Terms are posted.

18. SEVERABILITY CLAUSE

Should one or more provisions of these Terms be invalid, the remaining provisions shall remain unaffected.

19. CONTACT INFORMATION

If you have any questions or concerns about these Terms, please contact us at:

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