

BEFORE USING THIS WEBSITE PLEASE READ THESE

(A) TERMS OF USE AND (B) TERMS OF SALE CAREFULLY

Effective date: 16 September 2014

(A) TERMS OF USE

www.lipivir.com is a website operated by Devirex Vertriebs AG. We are registered in Switzerland under company number CHE-384.205.093 have our registered office at Erlenstrasse 4b, 6343 Rotkreuz, Switzerland.

These terms of website use set out the terms upon which you may make use of (including accessing, browsing, or registering) our website, whether as a visitor or a consumer of our products. They (together with our [Privacy Policy](#)) apply to your use of our website. If you do not agree to these terms, you must not use our website. By using our website, you confirm that you accept these terms, that you agree to comply with them and that you consent to our processing of your personal data and you warrant that all data provided by you is accurate.

We may revise these terms of website use at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

CHANGES TO OUR WEBSITE

We may update our website from time to time, and may change the content at any time. However, please note that any of the content on our website may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our website, or any content on it, will be free from errors or omissions.

ACCESSING OUR WEBSITE

Our website is made available free of charge. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our website without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

YOUR ACCOUNT AND PASSWORD

If you created an account on our website, with a username, email address, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any account or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@lipivir.com.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributor) as the authors of content on our website must always be acknowledged. If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

NO RELIANCE ON INFORMATION

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website. Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up-to-date.

LIMITATION OF OUR LIABILITY

Nothing in these terms of website use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our website; or
- use of or reliance on any content displayed on our website.

Please note that we only provide our website for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to

your downloading of any content on it, or on any website linked to it. We assume no responsibility for the content of websites linked on our website and such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

USE OF COOKIES

We use cookies to enhance your experience on our website and as described in our [Privacy Policy](#). If you continue to browse our website, we assume that you consent to our use of cookies. You can change your cookie settings at any time but if you do, you may lose some functionality on our website”.

VIRUSES

We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

LINKING TO OUR WEBSITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our website in any website that is not owned by you. Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on our website other than that set out above, please contact info@lipivir.com.

THIRD PARTY LINKS AND RESOURCES IN OUR WEBSITE

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources.

TRADE MARKS

"Lipivir" is a Community registered trade mark of Devirex AG.

(B) TERMS OF SALE

These terms of sale apply to any contract between us for the sale of products to you, and you should read these carefully and make sure that you understand them, before ordering any products from our website. Please note that you will not be able to place an order from our website unless you accept these terms of sale beforehand.

1. CONTACTING US

- 1.1 Please contact us if you wish to cancel a contract in accordance with your legal right to do so. If you are emailing us or writing to us please include details of your order to help us to identify it. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date you send us the e-mail or post the letter to us. You can contact us by email at info@lipivir.com or by post to Devirex Vertriebs AG, Erlenstrasse 4b, 6343 Rotkreuz, Switzerland.
- 1.2 If you wish to contact us for any other reason, you may do so by telephoning our customer service team at 020-37014268 or by e-mailing us at info@lipivir.com.
- 1.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

2. OUR PRODUCTS

- 2.1 The images of the products on our website are for illustrative purposes only. Although we have made every effort to display our products accurately, we cannot guarantee of the products and your products may vary slightly from those images. The packaging of the products may vary from that shown on images on our website.

3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

- 3.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Please take the time to read and check your order at each page of the order process.
- 3.2 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. We will confirm our acceptance to you by sending you an e-mail. The contract between us will only be formed when we send you this confirmation.
- 3.3 If we are unable to supply you with a product, for example because it is not in stock or no longer available or because we cannot deliver it to your requested address or because of an error in the price on our website, we will inform you of this by e-mail and we will not process your order. If you have already paid for the products, we will refund you the full amount including any delivery costs charged as soon as possible.

4. OUR RIGHT TO VARY THESE TERMS OF SALE

- 4.1 We may amend these terms of sale from time to time. Please look at the effective date at the top of this page to see when they were last updated. Every time you order products from us, the terms of sale in force at the time of your order will apply to the contract between you and us.
- 4.2 If we have to revise these terms of sale as they apply to your order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel the contract if you are not happy with the changes. If you opt to cancel, you will have to return (at our cost) any relevant products you have already received and we will arrange a full refund of the price you have paid, including any delivery charges.

5. CANCELLATION RIGHT AND RETURNS POLICY

- 5.1 Under the distance selling regulations you have the legal right to cancel your order within 14 working days from the date of receipt of the products if you send us a notice

of cancellation by email at info@lipivir.com or by post to Devirex Vertriebs AG, Erlenstrasse 4b, 6343 Rotkreuz, Switzerland and return the goods to us in their original, unopened and unused condition.

5.2 Please follow these steps to return your products:

- (a) *Step 1. Please pack the product(s) securely in the original packaging, if possible. Kindly note that we are only able to exchange or refund products that are returned to us in their original unopened form and in a resalable condition.*
- (b) *Step 2. Please enter your order number on the email you send to info@lipivir.com. You also need to indicate on this email whether you would like a refund, replacement or exchange. Please remember that in order for the return to be processed you must ensure that the complete information is included with your return package and that the products are wrapped securely in the same outer packaging in which you received them.*
- (c) *Step 3. Please return your package by recorded delivery (retaining your recorded delivery receipt as proof of postage) supplied with your order notes to: Devirex Vertriebs AG, c/o PostLogistics AG, Güterstrasse 59, 4133 Pratteln, Switzerland.*

5.3 If you return products in accordance with our returns policy above we will:

- (a) refund you the price you paid for the products (using the same payment method you used to pay for the products) However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop; and
- (b) refund any delivery costs you have paid, although, as permitted by law, the maximum refund will be the costs of delivery by the least expensive delivery method we offer (provided that this is a common and generally acceptable method).

5.4 If you have returned the products to us because they are faulty or mis-described, we will refund the price of the products in full (using the same payment method you used to pay for the products), together with any applicable delivery charges, and any reasonable costs you incur in returning the item to us.

5.5 Because you are a consumer, we are under a legal duty to supply products that are in conformity with this contract. You have legal consumer rights in relation to products that are faulty or not as described. These legal rights are not affected by your right of return and refund in these terms of sale.

6. DELIVERY

6.1 We will contact you with an estimated delivery date, which will be within 7 days after the date of our confirmation e-mail you accepting your order. Occasionally our delivery to you may be affected by an event outside our control.

6.2 Delivery of an order shall be completed when we deliver the products to the address you gave us and the products will be your responsibility from that time.

6.1 INSPECTION

- 6.2 You should inspect the products upon receipt and check that everything specified on the delivery note is included. You will be deemed to have accepted the order unless you notify us upon receipt that there is a problem or you cancel the order in accordance with your cancellation right and/or you return the goods in accordance with our returns policy set out in clause 5. If you fail to take such action, we are not obligated to accept any rejection by you of the products at a later date. Your statutory rights are not affected.

7. INTERNATIONAL DELIVERY

- 7.1 We deliver internationally to the following countries: all EU member states and Switzerland. Currently we do not deliver to Germany. However, please note that there are restrictions on some products for certain international countries.
- 7.2 If you order products from our website for delivery to an international country, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.
- 7.3 You must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable or responsible if you break any such law.

8. PRICE OF PRODUCTS AND DELIVERY CHARGES

- 8.1 The prices of the products are as quoted on our website at the time you submit your order. We take all reasonable care to ensure that the prices of products are correct but it is always possible that, despite our reasonable efforts, some of the products on our website may be incorrectly priced. If we discover an error in price of products 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 product 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. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the products to you at the incorrect (lower) price.
- 8.2 Prices for our products may change from time to time, but changes will not affect any order you have already placed.
- 8.3 The price of a product includes VAT (where applicable) at the applicable current rate chargeable in the United Kingdom 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 products in full before the change in VAT takes effect.
- 8.4 The price of a product does not include delivery charges. Our delivery charges are as advised to you during the check-out process, before you confirm your order.

9. HOW TO PAY

- 9.1 You can only pay for Products using a credit card or a voucher.
- 9.2 Payment for the products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

10. OUR LIABILITY IF YOU ARE A CONSUMER

- 10.1 If we fail to comply with these terms of sale, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms of sale or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 10.2 We only supply the products for domestic and private use. You agree not to use the product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.3 We do not in any way exclude or limit our liability for:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - (e) defective products under the Consumer Protection Act 1987.

11. EVENTS OUTSIDE OUR CONTROL

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by an event outside our control, meaning 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.
- 11.2 If any such event takes place that affects the performance of our obligations under a contract we will contact you as soon as reasonably possible to notify you. Where it affects our delivery of products to you, we will arrange a new delivery date with you after the event is over.

12. OTHER IMPORTANT TERMS APPLICABLE TO BOTH THE TERMS OF WEBSITE USE AND TERMS OF SALE

- 12.1 We may transfer our rights and obligations under a contract to another organisation, but this will not affect your rights or our obligations under the terms of website use or terms of sale.
- 12.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 12.3 Each of the paragraphs of the terms of website use and terms of sale operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 12.4 If we fail to insist that you perform any of your obligations, 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 and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 12.5 These terms of website use and terms of sale, and any contract between us, are in the English language, and in the event of any conflict or ambiguity between them and any translated version, the wording of the English language shall prevail.
- 12.6 Please note that both the terms of website use and terms of sale are governed by English law. This means a contract for the purchase of products through our website and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Thank you for visiting our website.