

## 1. Terms and Conditions

1.1 These are the terms and conditions on which we supply our products to you. No other terms and conditions shall apply.

1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. In particular, please note the warranty period at clause 5.4. We recommend that you print a copy of these terms and conditions for your records.

## 2. Information About Us and How to Contact Us

2.1 We are ECmylife Limited a company registered in the British Virgin Islands. Our company registration number is 1906160 and our registered office is c/of GTS Corporate Services, PO Box 3471, Road Town, Tortola, BVI.

2.2 You can contact us by writing to us at [design@ecmylife.com](mailto:design@ecmylife.com).

## 3. Our Contract With You

3.1 If you buy items from us you agree to be legally bound by this contract.

3.2 If you wish to purchase an item from us you can email us at [design@ecmylife.com](mailto:design@ecmylife.com).

3.3 When you have submitted an enquiry, we will email you within 48 hours at the address you provided in your enquiry form, and set out for you the cost of the item, your shipping options and estimated shipping costs, and the estimated delivery time ("**Quotation Email**"). Please note that this is an enquiry acknowledgement and not acceptance of an order.

3.4 If you wish to edit or amend any of the options in the Quotation Email you must email us and we will send you a revised Quotation Email. You must then submit your order request along with your full payment for the items. Please read and check your order request carefully before submitting it. It is your responsibility to check the details of your order request are correct.

3.5 We will then email you to accept your order request ("**Order Acceptance**") and confirm receipt of payment, at which point a contract will come into existence between you and us.

3.6 If we are unable to accept your order for any reason, we will inform you of this in writing and will refund your payment.

## 4. International Orders

These terms and conditions are governed by and are in accordance with the laws of England and Wales, but if you are in a jurisdiction other than the UK consumer protection laws in your country may also apply.

## 5. Our Products

5.1 All our products will be of satisfactory quality and fit for purpose.

5.2 The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images. Please request finish samples or fabric swatches if you need accurate reference.

5.3 Our products are intended for home and interior use only, and not for commercial or outdoor use.

5.4 **WARRANTY.** If your products are faulty during the first two years following delivery ("Expected Lifespan") you may be entitled to a refund, or for the product to be repaired or replaced.

5.5 You will not be entitled to a refund for damage caused by general wear and tear, nor will you be entitled to a refund if damage is caused (or likely to have been caused) by extreme environmental conditions, negligence, improper use of the product, or by alterations not approved by us.

## 6. Your Rights to Make Changes

6.1 You acknowledge that orders placed with us are charged and processed quickly. Once an order is accepted and your payment is received, we immediately place the items into production and process the order for shipment from our stock or our manufacturer. If the order has been processed for manufacture, or shipped, the order may not be changed or cancelled (other than as set out below).

6.2 If you wish to make a change to the product you have ordered please contact us as soon as possible. We will let you know if the change is possible and will inform you about any changes to the price of the product, the timing of supply or anything else (including any processing fees) which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## 7. Our Rights to Make Changes

7.1 We may change the product:

7.1.1 to reflect changes in relevant laws and regulatory requirements; and

7.1.2 to implement minor technical adjustments and improvements. These changes will not affect your use of the product.

## 8. Providing the Products

8.1 Our Quotation Email will set out the shipping options available to you which may vary depending on where you are located and the size of your order.

8.2 The full costs of delivery (and any applicable sales, export or import tax) will be set out clearly in the Quotation Email, although occasionally shipping, export and import costs may change due to circumstances beyond our control. Where this happens, we will try to notify you in advance, but additional costs and taxes may be payable by you.

8.3 We will endeavour to deliver our products to you as soon as reasonably possible and we will contact you in advance to notify you of the delivery date.

8.4 If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

8.5 We may need certain information from you so that we can supply the products to you. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 9.10 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8.6 If: the delivery information provided by you is incorrect; or the instruction regarding delivery is incomplete or inadequate; or you are not at home to receive the delivery, we reserve the rights to charge you for any additional delivery costs that may be incurred, and for any storage or other related costs. We will not be responsible if the product is delivered late due to your inadequate or incorrect delivery information.

8.7 If after a failed delivery to you, you do not re-arrange delivery, and despite our reasonable efforts we are unable to contact you or re-arrange delivery, we may end the contract.

8.8 A product will be your responsibility from the time we deliver the product to the address you gave us and all risk associated with the product will transfer to you at this time.

8.9 You own a product once we have received payment in full and it has been delivered.

8.10 In certain circumstances we may have to suspend the supply of a product. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency.

## 9. Cancellation

9.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, our performance, and when you decide to end the contract.

9.2 If what you have bought is faulty or misdescribed you may be entitled to a refund, or for the product to be repaired or replaced. If a product is faulty, please notify us as soon as possible. You will be asked to complete a Damage Report Form, detailing the fault. The form will be logged against your order number. Our customer service team may need to inspect the products, or require further information from you. You may be entitled to a refund, repair or replacement if this is within the Expected Lifespan of the product.

9.3 If you wish to exercise your legal rights to reject products you must notify us as soon as possible and arrange for them to be returned to us.

9.4 You have the right to terminate the contract for one of the following reasons, and in such circumstances we will refund you in full for any products which have not yet been provided:

9.4.1 we have told you about an upcoming change to the product or these terms which you do not agree to;

9.4.2 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

9.4.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;

9.4.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons; or

9.4.5 you have a legal right to end the contract because of something we have done wrong.

9.5 To end the contract with us, please let us know by contacting our customer services on [design@ecmylife.com](mailto:design@ecmylife.com). Please provide your name, home address, details of the order and order number, and, where available, your phone number and email address.

9.6 If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us to the address we notify you of (or (if they are not suitable for posting) allow us to collect them from you).

9.7 You must pay the costs of returning the items unless:

9.7.1 the products are faulty or misdescribed;

9.7.2 you are ending the contract because of a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

- 9.8 If you are entitled to a refund, we will refund you the price you paid for the products including outbound delivery costs, by the method you used for payment as soon as possible. However, we may make deductions from the price, or to reflect any reduction in the value of the goods, if this has been caused by your handling them. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- 9.9 We may end the contract for a product at any time by writing to you if:
- 9.9.1 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, delivery address;
- 9.9.2 you do not, within a reasonable time, allow us to deliver the products to you.
- 9.10 If we end the contract in the situations set out in clause 9.9 we will refund any money you have paid in advance for products that we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 9.11 We may write to you to let you know that we are going to stop providing the product. We will let you know in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.
- 10. UK Customers' Right to Cancel**
- 10.1 You are a UK Customer if you are making the order from the UK and the products are delivered to a location in the UK.
- 10.2 If you are a UK Customer you may have a legal right to change your mind within 14 days of delivery of the products under the Consumer Contracts Regulations 2013. You may be able to get a refund if you are within the 14 day cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.
- 10.3 If you are within the 14 day cooling-off period and wish to change your mind, you must contact our customer services on [design@ecmylife.com](mailto:design@ecmylife.com). You can use the model cancellation form set out in the box below. Please provide your name, home address, details of the order and order number, and, where available, your phone number and email address.
- 10.4 You will not have the right to change your mind if you have ordered bespoke or made-to-order products, and the order has been processed by us.
- 10.5 You must return the products to us to the address we notify you of or (if they are not suitable for posting) allow us to collect them from you within 14 days of telling us you wish to end the contract.
- 10.6 We will refund you the price you paid for the products including outbound delivery costs, by the method you used for payment within 14 days from the date on which we receive the returned products. However, we may make the following deductions from the price:
- 10.6.1 to reflect any reduction in the value of the product, if this has been caused by your handling them in a way which would not ordinarily be permitted in a shop. If we refund you the price paid before we are able to inspect the product and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount;
- 10.6.2 the maximum refund for outbound delivery costs will be the costs of our standard delivery services. If you choose to have the product delivered at a higher cost, we will only refund what you would have paid for the cheaper delivery option.

## 11. Price and Payment

- 11.1 The price of the product (which will include any applicable sales, export and import taxes) will be the price indicated to you in the Order Acceptance. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 11.2 for what happens if we discover an error in the price of the product you order.
- 11.2 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 11.3 You must pay for your products by bank transfer at the point in which you submit your order request (see clause 3.4). We will not accept or process your order until we have received payment in full.

## 12. Our Responsibility for Loss or Damage Suffered By You

- 12.1 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. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 We do not exclude or limit in any way our liability to you where it would be 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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.
- 12.3 We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 13. How We May Use Your Personal Information

- 13.1 We will use the personal information you provide to us:
- 13.1.1 to supply the products to you;
- 13.1.2 to process your payment for the products; and
- 13.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us at [design@ecmylife.com](mailto:design@ecmylife.com) or +971 4294 9145.
- 13.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

## 14. Other Important Terms

- 14.1 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 14.2 If any court or relevant authority decides that any clause of these terms are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.3 These terms are governed by English law and is subject to the non-exclusive jurisdiction of the English courts.

### Model Cancellation Form for UK Customers

(Complete and return this form only if you wish to withdraw from the contract)

To ECmylife Limited

[insert address]

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods:

Ordered on [\*] ] /received on [\*] ]

Name of consumer

Address of consumer

Date

\* Delete as appropriate