

# PowerBody Terms and Conditions

## Dropshipping Service

### 1 ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS AND CONDITIONS

Please note that by accessing, using or browsing this website you (the Customer) agree to be bound by its terms, conditions, disclaimers and limitations of liability ("Terms and Conditions"). PowerBody reserves the right to amend or update such terms, conditions, disclaimers and limitations of liability at any time without providing notice to you. By using the website, you acknowledge that you have read and understood these Terms and Conditions.

### 2 INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement.

*"PowerBody"* means Power Body Nutrition LTD incorporated and registered in England and Wales with company number 6909822.

*"Customer"* means the trade/reseller subscriber of the Dropshipping Service.

*"End-Users"* means users of the Customer's website that place orders for products offered by the Customer and fulfilled via the Dropshipping Service.

*"Dropshipping"* means a supply chain management method in which the Customer transfers its End-Users orders and shipment details to PowerBody who, once the Product is purchased by the Customer, ships the goods directly to the End-User.

*"Products"* means the products offered by PowerBody for sale via the Dropshipping Service as described in greater detail in the Ordering Portal.

*"Service"* means the Dropshipping Service to be provided by PowerBody under this agreement as described in greater detail in the Ordering Portal and the Dropshipping Guide.

*"Ordering Portal"* means PowerBody's manual and automated Dropshipping ordering websites.

*"Dropshipping Guide"* means the documentation that describes the functioning of the Dropshipping Service and is provided to the Customer during the subscription process. This documentation is subject to updates.

*"Customer's Portal"* means the online e-commerce portal operated by the Customer, where End-Users will place orders to the Customer who will then order the corresponding product on the Ordering Portal, manually or automatically.

### 3 COMMENCEMENT AND BASIS OF CONTRACT

3.1 The date used for the commencement of the Dropshipping Service is the date on the Account Opening Confirmation email. PowerBody shall provide the Customer with the Dropshipping Service for the fulfillment of Product orders placed manually or automatically on the Ordering Portal, subject to the terms and conditions of this agreement.

3.2 The Service supplied under this agreement shall continue to renew until this agreement is terminated by one of the parties with no need of notice, unless otherwise specified in the Ordering Portal.

3.3 Any samples, drawings, descriptive matter or advertising issued by PowerBody and any descriptions or illustrations contained in PowerBody's Ordering Portal, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the services described in them. They shall not form part of this agreement or have any contractual force.

3.4 PowerBody does not sell products for purchase by children. PowerBody may sell children's products for purchase by adults.

3.5 The technical operation of the Dropshipping Service, as well as some features of the Service, are described in the Dropshipping Guide and can be subject to modification or updates.

#### **4 POWERBODY'S RIGHTS & OBLIGATIONS**

4.1 PowerBody shall use reasonable endeavours to provide the Service to the Customer in all material respects. Time for performance by PowerBody shall not be of the essence of this agreement.

4.2 The type and price of the Products and the terms on which they are sold to the Customer on the Ordering Portal will be determined by PowerBody in its absolute discretion. Prices may vary also based on promotion. In the case where the Product ordered is then discounted through Deal of the Week or other promotions after the purchase, PowerBody cannot refund the difference between the original order price and the new discounted price. The prices offered to the Customer are shown on the Product description page, and are accessible on the Ordering Portal via the links "Brands", "Categories" and "Deals".

#### **5 CUSTOMER'S OBLIGATIONS**

5.1 The Customer shall:

5.1.2 organize its information technology systems and information technology personnel to be able to manually or automatically order on PowerBody's Ordering Portal (see the Dropshipping Guide), without any obligation on PowerBody to provide any form of information technology service, training or assistance. PowerBody will not be responsible for providing any advice on the use of the information technology.

5.1.3 be responsible for setting the Price of the Products sold on the Customer's Portal, according to its own strategy and promotions. PowerBody suggests that the Manufacturer's Recommended Retail Prices are adhered to.

5.1.4 describe the Services and Products provided on the basis of the Dropshipping Service in accordance to the descriptions on the Ordering Portal. PowerBody will be unable to offer the Dropshipping Service or fulfill orders on any terms and conditions different from the current ones.

5.2 If PowerBody's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its End-Users, subcontractors, consultants or employees, PowerBody shall not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.

5.3 The Customer acknowledges that the Dropshipping Service is a Trade-only service. The Customer shall provide PowerBody with a discretionary proof of business and achieve a minimum monthly order. At the time of publishing these Terms and Conditions the minimum monthly order is £1000, but this may be varied from time to time at PowerBody's discretion

#### **6 NATURE OF THE RELATIONSHIP**

Nothing in this agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

#### **7 PAYMENT, INVOICING, REFUND / CREDIT / REPLACE, SHIPPING**

7.1 Payment: PowerBody will provide the Customer with the Dropshipping Service only after the payment for the Product and the Service, made via the Ordering Portal, has cleared.

7.2 Invoicing: PowerBody will invoice the Customer for the cost of the Product and Service purchased on a “per order” or a “per week” basis. PowerBody will not invoice the End-User.

7.3 Refund / Credit / Replace: PowerBody reserves the right to choose to credit, refund or replace any damaged or lost products. The Customer will be consulted prior to the decision and photographic evidence of the damage might be required.

7.4 The Customer pays all shipping, insurance and customs fees, and assumes responsibility for any lost shipments to countries that don't allow PowerBody to insure shipments within their borders. See the Dropshipping Guide for Shipping costs.

## **8 CONTENT - INTELLECTUAL PROPERTY RIGHTS - CONFIDENTIALITY**

8.1 As between the Customer and PowerBody, all Intellectual Property Rights in the supply of the Services and all other rights in the Customer's Portal (including without limitation, all content, text, images, software, media and other materials related to the provision of the Dropshipping service) shall be owned by PowerBody and have to be considered confidential, save for the Intellectual Property Rights in the Customer's Logo.

8.2 In the provision of the Services, PowerBody can use the Customer's Logo. The Customer licenses all Intellectual Property Rights in the Customer's Logo to PowerBody free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable PowerBody to operate the Customer's Portal. This licence will automatically terminate on termination of this agreement.

8.3 PowerBody provides the Customers with Product pictures. Product descriptions are not provided for SEO reasons. PowerBody encourages Customers in creating their own description. Referring to PowerBody's website content is allowed, although if it is suspected that the Customer is systematically copying PowerBody's website content, this may, at PowerBody's discretion lead to the immediate closure of the Customer's account.

8.4 Product descriptions are not provided for SEO reasons. PowerBody encourages Customers in creating their own description. Referring to PowerBody's website content is allowed, although the suspect of systematic copy of PowerBody's website content might lead to the closure of the Customer's account.

PowerBody and its associates attempt to provide the most accurate Product descriptions possible. However, PowerBody does not warrant that product descriptions or other content on the website is accurate, complete, reliable, current, or error-free. If a Product offered by PowerBody itself is not as described, the Customer's sole remedy is notify Power Body Nutrition Ltd. within 24 hours from receiving the product and return it in unused condition.

If for some other reason the Customer would like to return the product the customer is obligated to notify Power Body Nutrition within 5 working days.

8.5 All care is taken to ensure that the content is current and accurate at time of upload, however we take no responsibility for typographical errors. This applies to prices too. Any incorrect price will be immediately corrected upon notification.

8.6 Information and statements are not intended to diagnose, treat, cure, or prevent any disease. No warranty is made that any information on or linked to this site is complete and/or accurate. PowerBody, PowerBody's associates or employees are not nor claim to be health care professionals. It is recommended to consult a doctor before consumption of any supplements, especially in presence of existing medical conditions. PowerBody will not be liable for any outcomes, loss and damages from using any information or products whatsoever on or linked to its website.

8.7 The content of the Dropshipping Guide is confidential. The Dropshipping Guide can only be shared by the Customers with the relevant IT staff or operators, and must not be shared, publicized or diffused, even partially, for any reason.

## **9 LIMITATION OF LIABILITY**

9.1 Nothing in this agreement limits or excludes PowerBody's liability for death or personal injury caused by its negligence or fraud or fraudulent misrepresentation.

9.2 Subject to clause 9.1, PowerBody shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

- loss of profits;
- loss of sales or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of or damage to goodwill;
- loss of use or corruption of software, data or information;
- any indirect or consequential loss.

## **10 TERMS SUPPLIED**

The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

10.1 For the purpose of this clause, "Personal Data", "Data Controller", "Data Processor", "Data Subject", "Processing" and/or "Process" shall have the meanings given to them in the Data Protection Act 1998.

10.2 PowerBody and the Customer acknowledge that the provision of the Services will require the parties to share and process Personal Data belonging to the other party and/or to End-Users. Each party acknowledges that the other party is acting as a Data Controller and not as a Data Processor regarding the Processing and transfer of Personal Data arising from or occasioned by the Services in respect of Personal Data belonging to End-Users.

10.3 Each party warrants to the other that it will process the Personal Data referred to in clause 9.2 in compliance with all applicable laws, enactments, regulations, regulatory guidance, orders, standards and other similar instruments.

10.4 Each party warrants that it has and will maintain adequate notification with the Information Commissioner's Office for the Processing of Personal Data.

## **11 TERMINATION**

A party shall be entitled to terminate this agreement with immediate effect without giving notice to the other party. On termination of this agreement for any reason, PowerBody shall immediately disable the Customer's access to the Ordering Portal.

## **12 POWERBODY'S RIGHT OF CANCELLATION**

If for reasons beyond PowerBody's reasonable control, including but not limited to an inability or failure on the part of the manufacturers or suppliers of the goods to supply the goods, PowerBody is unable to supply the goods to the Customer or the Customer's End-User, PowerBody may cancel the agreement at any time before the goods are delivered by giving notice to the Customer. PowerBody shall promptly repay any sums paid by the

Customer or it's behalf under or in relation the agreement. PowerBody shall not be liable for any other loss or damage whatever arising from such cancellation.

### **13 FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, after immediate notification to the other party of the nature and extent of the force majeure event, and in any case for no longer than 3 months.

### **14 VARIATION**

No variation of this agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

### **15 SEVERANCE**

15.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

15.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

### **16 ENTIRE AGREEMENT**

This agreement and any documents referred to in it, including the Dropshipping Guide, constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this agreement.

Each party acknowledges that, in entering into this agreement and the documents referred to in it, it does not rely on and shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement or those documents. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement or those documents (whether made innocently or negligently) shall be for breach of contract.

Nothing in this clause shall limit or exclude any liability for fraud.

### **17 GOVERNING LAW AND JURISDICTION**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

For any questions regarding the terms and conditions contact +44 (0)1904 486 33 or [info@PowerBody.co.uk](mailto:info@PowerBody.co.uk).