

# ProforNano

MB Pro for nano  
Mokyklos g. 5-5  
Vilnius, Lithuania, LT-08413  
CC No:305523915, VAT No: LT100013424017  
+370 694 73130

## TERMS OF SERVICE

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products (Products) listed on our Online Shop website: [www.profornano.com](http://www.profornano.com) (our site) to you.

Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

Please note that these terms and conditions only apply to orders from our Online Shop website.

Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

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## 1. Information about us

We operate the website [www.profornano.com](http://www.profornano.com). We are MB Pro for nano, a company registered in Lithuania under company number 305523915 and with our registered office and main trading address at Mokyklos g. 5-5, Vilnius, 08413, Lithuania. Our VAT number is LT100013424017.

## 2. Your status

Our site is only intended for use by people resident in the United Kingdom of Great Britain and Northern Ireland (Serviced Countries), Germany, Lithuania and Poland. We do not accept orders from individuals outside those countries.

By placing an order through our site, you warrant that:

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old; and
- (c) you are resident in one of the Serviced Countries; and
- (d) you are accessing our site from that country.

## 3. How contract is formed between you and us

After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us. The contract between us (Contract) will only be formed when we dispatch the Product.

## 4. Our status

We may also provide links on our site to the websites of other sellers, whether affiliated with us or not. We cannot give any undertaking that sellers to whose website we have provided a link on our site will be able to fulfil your order or that any products purchased from such sellers will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller.

## 5. Consumer rights

5.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you

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will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 9 below).

5.2 To cancel a Contract, you must inform us in writing. You must also return the Products unless it is a detergent or chemical to us as soon as reasonably practicable after informing us of the cancellation, and at your own cost. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

You will not have any right to cancel a Contract for the supply of any goods if the container seal has been broken or tampered with

5.3 Details of your statutory right of cancellation, and an explanation of how to exercise it, are provided at Returns Policy. This provision does not affect your other statutory rights as a consumer.

## **6. Availability and delivery**

We always aim to dispatch all Products in stock within 4 to 5 working days. The maximum delivery time for Products is 30 days from acceptance of your order unless specifically agreed with you.

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## **7. Risk and title**

7.1 The Products will be at your risk from the time of delivery.

7.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

## **8. Price and payment**

8.1 The price of the Products and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error.

8.2 Product prices include VAT.

8.3 Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already dispatched the Products.



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8.4 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

8.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have dispatched the Product, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as an error.

8.6 Payment for all Products must be by credit or debit card. We accept payment with Visa, Visa Electron, MasterCard, Maestro, Switch, Solo and Delta (We do not accept American Express, Diners Club or JCB). Your card may be charged before we dispatch your order.

## **9. Our refund policy**

9.1 If you return a Product to us:

(a) because you have cancelled the Contract between us within the fourteen-day cooling-off period (see clause 5.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you gave notice of cancellation. In this case, we will refund the price of the Product in full, and any applicable delivery charges. However, you will be responsible for the cost of returning the item to us.

(b) for any other reason (for instance, because you have notified us in accordance with clause 19 that you do not agree to a change in these terms and conditions or in any of our policies, or because you consider that the Product is defective), we will examine the returned Product and will notify you of any refund due via phone or e-mail within a reasonable period of time. We will usually process any refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund. If we opt to refund the price of a defective Product under clause 10.2, we will refund the price of the Product in full, any applicable delivery charges and any reasonable costs you incur in returning the item to us.

9.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9.3 As there is a flat charge for delivery we will not refund delivery charges where you only return part of an order.

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## 10. Warranty

10.1 Subject to clauses 10.3 to 10.5 below, we warrant to you that any Product purchased from us through our site other than detergents and chemicals will, on delivery and for the following 12 months, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

10.2 We will at our option repair, replace or refund the price of Products which you notify us are defective within the time limits set out in clauses 10.3 and 10.4.

10.3 You must notify any defect to us as soon as possible and in any event:

(a) within 28 days of receipt of the relevant Product; or (b) if later, within 28 days of the date on which the defect becomes apparent.

Report defective products to [info@profornano.com](mailto:info@profornano.com).

10.4 If you believe that any detergent or chemical is damaged on delivery, you must notify us within 7 days of delivery. Please follow the steps set out at Return Policy or call us +37069473130.

10.5 This warranty shall not apply to defects caused by misuse, neglect, accident, improper storage, installation or handling, frost damage, repair or alteration not carried out or authorized by us or the use of incorrect electrical supply voltage, contaminated water supply or unsuitable chemicals.

## 11. Our liability

11.1 Subject to clause 11.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products and, subject to clause 11.2, any losses that you suffer as a result of our failure to comply (whether arising in contract, tort [including negligence], breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.

11.2 Subject to clause 11.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following:

(a) loss of income or revenue; (b) loss of business; (c) loss of profits; (d) loss of anticipated savings; (e) loss of data; or (f) waste of management or office time.

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However, this clause 11.2 will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive of this clause 11.2.

11.3 Nothing in this agreement excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

11.4 Where you buy any Product from a third party seller to whose site we have provided a link, the seller's individual liability will be set out in the seller's terms and conditions.

## 12. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.  
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## 13. Notices

All notices given by you to us must be given to MB Pro for nano at Mokyklos g. 5-5, Vilnius, 08413, Lithuania or to [info@profornano.com](mailto:info@profornano.com). We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 12 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.



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## **14. Transfer of rights and obligations**

14.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

14.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

14.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## **15. Events outside our control**

15.1 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 events outside our reasonable control (Force Majeure Event).

15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks; and (f) the acts, decrees, legislation, regulations or restrictions of any government.

15.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## **16. Waiver**

16.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this

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will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

16.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

16.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

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## **17. Severability**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **18. Entire agreement**

18.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

18.2 We each acknowledge that, in entering into a Contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

18.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

18.4 Nothing in this clause limits or excludes any liability for fraud.

## **19. Our right to vary these terms and conditions**

19.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.



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19.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we dispatch the Product (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within fourteen days of receipt by you of the Products).

## **20. Law and Jurisdiction**

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Lithuanian law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of Lithuania.