

TERMS AND CONDITIONS OF BUSINESS (SALES)

Definitions

"We" or "The Company" means Salon Limited of 12 & 13, Swainson Road, London. W3 7XB. ("Us" and "Our" shall be construed accordingly)
"Salon Pro Sales" (also referred to as the "Site" or www.salonprosales.com & www.salonprosales.co.uk) is the name given to the online store of Salon Limited.

"The Customer" or "You" means any person, firm or company. ("Your" and "Their" shall be construed accordingly)

"Order" means your order for products made via our website, on the telephone, by fax, by e-mail or in person.

"Products" means goods or services that may be purchased by you from us.

These 'Terms and Conditions of Business' apply to the sale of goods and/or services we provide. Please see our separate 'Conditions of Use' that relate to usage of our website

Placing an order with us constitutes an acceptance of these terms and conditions.

Please note that from time to time we may update these terms and conditions and therefore advise you to download, print and retain a copy for your records.

Acceptance of your Order

The display of products on our site, in our brochures and by any other medium constitutes an "invitation to buy". No contract comes into force between you and us unless and until we accept your order.

Payment

Please note that we only accept payment in Pounds Sterling (GBP)

• **Consumer Customers & Non-Credit Account Customers:** Full payment must be received before we can release your order. A current list of accepted payment methods can be obtained from our Customer Services Team. A current list of accepted card types can be found at the footer of every website page and also in our 'About Us' section. Please note that some payment options (such as Cheque & BACS) may result in orders being held longer than other methods until funds have cleared.

• **Credit Account Customers:** If you have a valid credit account with us you may order on account and pay by invoice. Invoices must be settled in full within 30 days from the invoice date otherwise we reserve the right to cancel and/or suspend any further deliveries. Please note that we may remove your credit facilities without prior notice at our discretion.

Property

All goods remain our property until we receive full payment in cleared funds, however responsibility for the safekeeping of goods falls with you, the customer upon delivery. We reserve the right to re-possess the goods and/or demand you return them to us should full cleared payment not be received.

Delivery

Deliveries are to the UK Mainland only, outside of this area is at the company's discretion and requests should be made to our sales team before ordering.

Orders from Non Account Customers & Consumer Customers paying by credit/debit card will only be shipped to the Billing Address.

Delivery times should be displayed next to each product on our site, many items are available for next day or 48 hour delivery, however some special items may be subject to longer delivery times. If an item is listed as 'out of stock' we advise you call us on 020 8746 7611 for more information. In the event that a stated delivery time cannot be met we will call you as soon as possible and give you the opportunity to change or cancel your order if required.

Upon delivery the customer should examine the package(s) for any external damage and note any apparent damage on the carriers paperwork. If the customer is unable to make such an inspection then the goods should be signed for 'unexamined'. In such circumstances the goods should be inspected the same day and any damage be reported to Salon Limited immediately. In the event a Carrier does not allow the customer to fulfil the above requirements then the delivery should be refused and the carrier requested to return the goods.

Salon Limited shall not be held responsible for any failure to deliver or delay in delivery by any reason or cause outside of their control.

Returns:

Consumer Customers:

In accordance with the Distance Selling Regulations (for orders placed online and over the telephone) you have the right to return the goods, un-opened in their original packaging and un-damaged within 7 working days of delivery for a refund. The request for a refund must be made in writing (by post or e-mail) within this time period. Returns and Refunds without prior written notification will not be accepted.

Business Customers:

You have the right to return the goods, un-opened in their original packaging and un-damaged within 7 days of delivery for a refund. A re-stocking charge of 15% + shipping charges will be levied.

All Customers:

Return shipping is the responsibility of the customer. Any free or discounted goods relating to the returned item(s) must also be returned at the same time. Refunded Payments will not be issued until all goods returned have been checked by Salon Limited. Please note that certain goods are excluded from both our Consumer & Business returns policies which include, but are not limited to the following:

- Software, Bundles & Special Order Items:

Un-sealed software, software/hardware bundles and special order items cannot be returned.

- Configured/Customised Solutions:

We are unable to accept returns of goods (such as computers) that have been specially configured for a customer.

Faulty Goods

If you believe the goods to be faulty and you wish to return them you must do so within 14 days of delivery. Any refunds will only be given once Salon Limited (and in certain circumstances the manufacturer) have confirmed the goods are faulty. Faulty software can only be exchanged for the same product and cannot be refunded. Return of Faulty Goods will only be accepted with a Salon Limited Returns Authorisation Form which must be obtained prior to shipping the goods to us.

Business Customers:

Return shipping is the responsibility of the customer and we accept no liability for loss or damage during return shipping to us.

Warranty & Guarantee

Your goods are covered by the relevant Manufacturers warranty and will be subject to the Manufacturers individual conditions. Consumer Customers: This is in addition to your consumer statutory rights.

Warranty Repair & Replacement:

If you believe your goods have developed a fault and are covered under the manufacturers warranty you may return them for repair/replacement (depending on individual manufacturers policy). Return shipping is the responsibility of the customer and we accept no liability for loss or damage during return shipping to us. Returns for repair/replacement will only be accepted with a Salon Limited Returns Authorisation Form which must be obtained prior to shipping the goods to us.

Our Liability

The liability of the company is limited to the total invoice value of the order. We will not be liable for any direct, indirect or consequential loss including (but not limited to) loss of income, loss of profit, loss of business and loss of data.

Information

Although we take great care in our product images and descriptions on our website and on our literature they are for illustrative purposes only, actual products may from time to time differ from those images displayed.

Occasionally errors can occur in product descriptions and/or images and product pricing either over the phone, on the website or on our literature. We reserve the right to cancel or amend any order where such an error has been made, we will of course contact you in such circumstances. Sometimes a manufacturer may change the specification of a product or withdraw a product, if this occurs we will contact you and discuss alternative options.

Pro Points Loyalty Scheme

Definitions relating to the Pro Points Scheme

“Scheme” means the Salon Pro Points Loyalty Scheme.

“Qualifying Products” means goods or services that may be purchased by you from us which will earn you points as part of our Pro Points Loyalty Scheme.

“Points” means Pro Points.

“Online Customers” means customers who are registered to purchase online on the Salon Pro Sales website.

“Offline Customers” means customers who purchase by telephone from Salon Limited.

General

Enrolling for the scheme or placing an order online constitutes acceptance of these terms and conditions.

Pro Points is a loyalty scheme operated by Salon Limited under which customers accumulate points in respect of qualifying purchases.

Salon Limited reserves the right to withdraw the Scheme at any time and without notice.

Enrolment

All new or existing Online Customers will automatically earn points on any order following the launch of the Scheme (11/03/2010) unless they request to be removed from the scheme as detailed under ‘Termination’ below.

All new or existing Offline Customers can enrol on the scheme by calling Salon Customer Services or by filling out the online enrolment form on the Salon Pro Sales website. Upon verification of their enrolment these customers will automatically be given an Online Account and become Online Customers. Customers wishing not to be given an Online Account should contact Salon Customer Services.

Earning Points

The amount of points available on qualifying products can be viewed anytime on the Salon Pro Sales website next to each qualifying product. The amount of points available on any qualifying product is subject to change at anytime and without notice.

To earn points the customer must either place their order via our website or by telephone stating their unique Pro Points ID.

Points will be added to the customers pro points account once full payment in cleared funds has been received AND the qualifying products have been delivered.

Salon Limited may offer Bonus points in certain circumstances at it’s absolute discretion and any such Bonus points may be withdrawn by Salon Limited at any time.

In the event that a qualifying product is returned and a credit is given then we will deduct the points earned from the customers account accordingly. Part credits will result in a pro-rata amount of points being deducted from the customers account.

Points are linked to the price of a qualifying product. any discounts or special offers applied to a qualifying product will reduce the number of points offered.

Viewing Balances

A customer may view their current Points Balance at anytime by either telephoning customer services or by logging in to the ‘My Account’ area of the Salon Pro Sales website.

Using Points

Points have no monetary value and may only be redeemed for specific rewards as outlined by Salon Limited.

Rewards may be changed at any time and without notice.

A current list of rewards and the corresponding amount of points required can be obtained from Salon Customer Services and/or from time to time will be made available online on the Salon Pro Sales website.

Once a request has been made to redeem a customers points against a specific reward those points will be deducted from the customers Pro Points Balance immediately. Redeemed points cannot, under any circumstance, be refunded.

Salon Limited reserve the right to withdraw any reward and/or to replace any reward with an alternative in the event of non-availability.

Termination

We may at any time refuse or revoke any customers participation in the Scheme in which case that customers points will be forfeited and any unused points may be cancelled.

Existing Salon customers wishing to not participate in the scheme should contact Salon Customer Services who will remove them from the scheme with immediate effect. All points accumulated will be cancelled.

Liability

Salon Limited will not be liable for any loss or damage resulting from the termination of, or changes to, the Scheme or from the cancellation or revocation of points and/or participation of any customer.

Customers are personally liable for any and all costs, charges, claims or liabilities of whatever nature arising from their participation in the Scheme.

Customers are solely responsible for any tax liability which may arise and for any other fees charged by governmental or nongovernmental agencies as a result of the Customers participation in the Scheme.

Customers shall notify Salon Limited of any change of address or other personal details. Salon Limited is not responsible for any loss of points resulting from any failure of a Customers to notify Salon Limited of such change.

Salon Limited shall not be liable for any unauthorised use of any points and Customers are strongly advised to keep their Pro Points ID safe and secure. Should a member be concerned that their Pro Points ID has been compromised they should immediately inform Salon Customer Services and obtain a new Pro Points ID.

Law

This agreement shall be construed under English Law.

Our Details:

Salon Limited
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12 – 13 Swainson Road
London
W3 7XB
Telephone: 020 8746 7611
Fax: 020 8746 7613
E-Mail: info@salonprosales.com

VAT Number: GB 242 9307 67

Registered Company Number: 1422705