



LAYKANICS LTD

Terms and Conditions of Supply

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www.laykanics.com

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1. THESE TERMS

- 1.1 These are the terms and conditions on which we supply digital content and goods to you.
- 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. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are LAYKANICS LTD, a company registered in England and Wales. Our company registration number is 09627626 and our registered office is at 9 Prince George Drive, Derby, England, DE22 3XA
- 2.2 You can contact us by telephoning our customer service team at 07519188226 or by writing to us by email at support@laykanics.com or by post to 9 Prince George Drive, Derby, England, DE22 3XA.
- 2.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3. OUR CONTRACT WITH YOU

- 3.1 Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. OUR PRODUCTS

- 4.1 We supply products in the form of digital content and physical goods. The images of the goods on our website are for illustrative purposes only. Although we have made every effort to display them accurately, your product may vary slightly from those images.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to what you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else 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.

6. OUR RIGHTS TO MAKE CHANGES

6.1 We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements and
- (b) to implement technical and physical adjustments and improvements as we deem necessary.

6.2 We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

7. PROVIDING THE PRODUCTS

7.1 Delivery costs. The costs of delivery will be as displayed to you on our website.

7.2 This is how we will provide the products:

(a) If the products are goods, we will deliver them to you as soon as reasonably possible and in any event within a maximum of 30 days after the day on which we accept your order. However, we will place every effort in attempting to dispatch the goods 48 hours after your order was placed.

(b) If the product is a subscription to receive our digital content, we will supply the content to you until the subscription expires (if applicable) or you end the contract as described in clause 9 or we end the contract by written notice to you as described in clause 11.

7.3 We are not responsible for delays outside our control. 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.

7.4 If you are not at home when the product is delivered. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.

7.5 If after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 11.2 will apply.

7.6 The product will be your responsibility from the time we deliver the product to the address you gave us.

7.7 You own the product once we have received full payment for it.

7.8 We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the product as requested by you or notified by us to you (see clause 6);
- (d) we reasonably believe that you are in breach of these terms.

7.9 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. If we have to suspend supply for longer than 30

consecutive days in any year, we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.10 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see clause 13.5) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not charge you for the products during the period for which they are suspended.

8. YOUR OBLIGATIONS UNDER THE CONTRACT

8.1 The digital content and the goods are provided to you for your strict personal use in accordance with these terms. The reproduction of the digital content, whether full or partial, is strictly prohibited. We will take any action necessary to enforce our rights over the digital content and products.

8.2 The use of this website is subject to the following terms:

(a) The content of the pages of this website is for your general information and use only. It is subject to change without notice.

(b) This website uses cookies to monitor usage and preferences. Use of the website means that you agree to the use of cookies

(c) Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

(d) Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website are used, assembled and operated safely and not under any circumstances representing physical harm or risk. You must ensure that our products meet any of your specific requirements regarding safety.

(e) The website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction of any content both on the website and the digital content downloaded, is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions and can be found on the section labelled "copyright" at the bottom of our website.

(f) All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.

(g) Unauthorised use of this website, the digital content and the products may give rise to a claim for damages and/or be a criminal offence.

(h) From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

9. YOUR RIGHTS TO END THE CONTRACT

9.1 You can always end your contract with us if:

- (a) what you have bought is faulty (you have may the legal right to end the contract or to get the product replaced or to get some or all of your money back).
- (b) you want to end the contract because of something we have done or have told you we are going to do, see clause 9.2;
- (c) you have just changed your mind about the product, see clause 9.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;
- (d) in all other cases (if we are not at fault and there is no right to change your mind), see [clause 9.6].

9.2 If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product, subscription service or these terms which you do not agree to (see clause 6));
- (b) 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;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 Days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

9.3 For most products bought online you have a legal right to change your mind within 14 days and receive a refund under the Consumer Contracts Regulations 2013. These rights are explained in more detail in these terms.

9.4 You do not have a right to change your mind in respect of:

- (a) digital products after you have started to download these;
- (b) any products which become mixed inseparably with other items after their delivery.

9.5 How long you have to change your mind, depends on the following:

- (a) If you bought a subscription to download digital content, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.

(b) If you bought goods (for example, KITs) you have 14 days after the day you (or someone you nominate) receives the goods, unless:

(i) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

9.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind, you can still end the contract before it is completed. A contract for goods or digital content is completed when the product is delivered or downloaded. If you want to end the contract in these circumstances, just contact us to let us know. We will refund any advance payment you have made for products which will not be provided to you. However, sums paid for subscription services will be non-refundable once you have passed the initial 14 day cancellation period.

10. HOW TO END THE CONTRACT WITH US

10.1 To end the contract with us, please let us know by doing one of the following:

(a) Email us at: support@laykanics.com. Please provide details of the order along with your name, phone number, email address and home address where available.

(b) Click on the cancellation button contained on the membership page when logged onto the Website.

(c) Call customer services on 07519188229 to notify us of your intention to cancel your contract. Please provide your name, email address, details of the order and, where available, your phone number and home address.

10.2 Returning products after ending the contract. 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. You must post them back to us at 9 Prince George Drive, DE22 3XA, Derby, UK. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract. You are responsible to pay for all shipping costs when returning the goods.

10.3 We will offer a refund for goods and digital content only where you cancel your contract within the initial cancellation period or where the goods are faulty, provided that the goods are being returned in good and resalable condition and you have not downloaded any digital content.

10.4 We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

10.5 If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) 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. 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.

10.6 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

(a) If the products are goods your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

11. OUR RIGHTS TO END THE CONTRACT

11.1 We may end the contract for a subscription or supply of products at any time by writing to you if we suspect that you have breached our privacy policy, copyright policy or these terms

11.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause above, we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you a reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12. IF THERE IS A PROBLEM WITH THE PRODUCT

12.1 If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 07518188229 or write to us at support@laykanics.com.

12.2 We are under a legal duty to supply products that are in conformity with this contract. However, nothing in these terms affects the right you have by law. See below for a summary of your key legal rights in relation to the product (note these are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06):

- If your product is goods, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.

If your product is digital content, for example: a subscription for the supply of STL files for use with a 3D printer, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back

12.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must post them back to us. You are responsible to cover delivery charges.

13. PRICE AND PAYMENT

13.1 The price of the product (which includes VAT) is the price indicated on the information pages when you place your order.

13.2 We operate within the United Kingdom. We will therefore charge you VAT at the prevailing rate on products and subscription services, and any other applicable taxes that are chargeable. If you are ordering from outside the EU, you will be responsible for paying any additional taxes and charges imposed by the relevant jurisdiction.

13.3 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

13.4 When you must pay and how you must pay. We accept payment with Visa, Mastercard, AMEX and Discover credit/debit cards. When you must pay depends on what product you are buying:

(a) For goods, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

(b) For digital content, you must pay for the products before you download them.

14. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

14.1 We are responsible to you for foreseeable loss and damage caused by us. 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. We are not responsible for any loss or damage that is not foreseeable. 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.

14.2 We will not be liable for device damage derived from the use of our digital content which you could have avoided by following our advice, instructions or correct use.

14.3 We are not liable for business losses. 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.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

15.1 We will use the personal information you provide to us:

(a) to supply the products to you;

(b) to process your payment for the products; and

(c) to inform you about similar products that we provide, if you agreed to this during the order process. You may stop receiving these at any time by just contacting us.

15.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

16. OTHER IMPORTANT TERMS

16.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

16.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its

terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

16.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

16.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

16.6 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

17. CHANGES TO THESE TERMS

17.1 We reserve the right to adjust or make changes to these terms at any time. If some of these changes are major, we will inform you in writing. It is your responsibility however to occasionally review these pages to remain informed of the latest updates.