

TERMS AND CONDITIONS

1. INTRODUCTION

This document, together with any documents herein mentioned ("Terms") sets forth the terms and conditions governing the use of this website and the purchase of items through this website.

Please read through these Terms and our Privacy Policy prior to using this website.

By using this website or placing an order through it, you are consenting to be bound by these Terms and our Privacy Policy.

If you do not agree to all of the Terms and the Privacy Policy, do not use this website. These Terms and the Privacy Policy may be amended.

It is your responsibility to regularly read through them, as the Terms and the Privacy Policy are in force at the time that you use this website or at the time of the formation of the Contract (as defined below) shall be the applicable ones.

By purchasing any product from this website, you enter into a contract with us on these Terms.

2. OUR DETAILS

Sale of items through this website is carried out under the AVRUL trade name owned by Hristo Karadzov, a sole trader in Bournemouth, UK ("us"/"we"/"our"/"AVRUL"). You may contact us by email at hello@avrulpen.com

3. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us with shall be processed in accordance with our Privacy Policy.

By using this website you are consenting to the processing of such information and details and you represent that the whole information or details you have provided us with are true and accurate.

4. USE OF OUR WEBSITE

By using this website and/or by placing any order through it, you undertake:

4.1. To use the website exclusively to make legitimate enquiries or orders.

4.2. Not to make any speculative, false or fraudulent orders. If we are reasonably of the opinion that such an order has been made, we shall be entitled to cancel the order and inform the relevant authorities.

4.3. To provide correct and accurate email, postal and/or other contact details to us and acknowledge that we may use these details to contact you in the event that this should prove necessary (see our Privacy Policy).

If you do not give us all of the information that we need, we may not be able to complete your order.

By placing an order through this website, you warrant that you are at least 18 years old and are legally capable of entering into binding contracts.

5. SERVICE AVAILABILITY

Items offered over this website are available for delivery worldwide.

6. HOW THE CONTRACT IS FORMED

The information set out in the Terms and the details contained on this website do not constitute an offer for sale, but rather an invitation to treat.

No contract in respect of any items will exist between us and you until your order has been expressly accepted by us, whether or not funds have been deducted from your account.

If we do not accept your offer and funds have already been deducted, these will be fully refunded.

To place an order, you must follow the online shopping process and click on "Place Order" to submit the order.

After this, you will receive an email from us confirming receipt of your order (the "Order Confirmation").

Please note that this does not mean that your order has been accepted. Your order constitutes your offer to us to buy one or more items from us. All orders are subject to acceptance by us, and we will confirm this acceptance to you by sending you an email that confirms that the item is being sent (the "Shipping Confirmation").

The contract for the purchase of an item between us (the "Contract") will only be formed when we send you the Shipping Confirmation.

The Contract will relate only to those items whose dispatch we have confirmed in the Shipping Confirmation.

We will not be obliged to supply any other items which may have been part of your order, until the dispatch of those items has been confirmed in a separate Shipping Confirmation.

7. AVAILABILITY OF ITEMS

All orders for items are subject to availability and in this regard, in the event of supply difficulties or because items are no longer in stock, we reserve the right to give you information about substitute items of an equal or higher quality and value which you can order.

If you do not wish to order the substitute items we will reimburse any monies that you may have paid.

8. REFUSAL OF ORDER

We reserve the right to withdraw any items from this website at any time and/or remove or edit any materials or content on this website.

Whilst we will use our reasonable endeavours to process all the orders submitted to us, there may be exceptional circumstances which mean that we may need to refuse to process or accept an order after we have received it or sent you an Order Confirmation, which we reserve the right to do at any time.

We will not be liable to you or any other third party by reason of our withdrawing any item from this website, removing or editing any materials or content on this website, or for refusing to process or accept an order after we have received it or sent you an Order Confirmation.

9. DELIVERY

Subject to availability (see Clause 7 above), and unless there are any exceptional circumstances, we will endeavour to fulfil your order for items listed in the Shipping Confirmation by the delivery date set out in the Shipping Confirmation or, if no estimated delivery date is specified, then within a maximum of 30 days of the date of the Order Confirmation.

If we fail to deliver the items within 30 days of the date of the Order Confirmation, you may cancel the Contract and we will reimburse you the price paid for the items and any delivery costs paid.

If our supply of the items 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 items you have paid for but not received.

For the purpose of these Terms, "delivery" or "delivered" shall be deemed to have occurred when you or a third party nominated by you acquires physical possession of the items, which will be evidenced by the signing for receipt of the items at the agreed delivery address.

10. PRE-ORDER ITEMS

We may make it possible to order items through our website before we have them in stock ("Pre-Order Items").

When you order Pre-Order Items:

- (a) they will typically be delivered within thirty (30) days of the date of your Order Confirmation; any longer delivery times will be shown on the website at the time you place your order;
- (b) we will email you a Shipping Confirmation when we have sent the Pre-Order Items out to you;
- (c) they may be delivered in separate packages, and at different times, to any other items which you order; and
- (d) you may cancel your order in the same way as any other order, see Clause 17 below for full details.

11. RISK AND TITLE

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

Ownership of the items will only pass to you when we receive full payment of all sums due in respect of the items, including delivery charges, or upon delivery (as defined in Clause 9), whichever is the latter.

12. PRICE AND PAYMENT

The price of any items will be as stipulated on our website from time to time, except in cases of obvious error.

While we try to ensure that all prices on this website are accurate, errors may occur. If we discover an error in the price of items you have ordered, we will inform you as soon as possible and give you the option of re-confirming the order at the correct price or cancelling it.

If we are unable to contact you, the order will be treated as cancelled and if you have already paid for the items you will receive a full refund.

We are under no obligation to provide the items to you at the incorrect (lower) price (even after we have sent you a Shipping Confirmation) if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an incorrect price.

The prices on this website exclude delivery costs, which will be added to the total amount due.

Prices are liable to change at any time, but (other than as set out above) changes will not affect orders in respect of which we have already sent you an Order Confirmation. Therefore, except as provided above, price adjustments on previous orders are not permitted.

To minimise the possibility of unauthorised access, we are NOT storing any data on this website. Instead, we are using a third party Checkout Processor which currently is Squareup Europe Ltd.

Payment can be made by Visa, Mastercard, American Express, Apple Pay and Google Pay.

By clicking "Place Order" you are confirming that the credit/debit card or Digital Wallet is yours or that you are the legitimate holder.

Credit cards are subject to validation checks and authorisation by your card issuer, but if your card issuer fails to authorise payment to us, we will not be liable for any delay or non-delivery and may not be able to form a contract with you.

13. BUYING ITEMS AS A GUEST

The functionality of buying items as a guest is used on this website. For this type of purchase, we will only request from you the essential information that is required to process your order.

Upon completion of the purchase process, you may choose to save your details for faster checkout in the future.

14. VALUE ADDED TAX

All purchases done through this website are NOT subject to the statutory Value Added Tax as we are not VAT registered at this time.

All international buyers are responsible for paying all applicable taxes in their country of residence.

15. RETURNS POLICY

You may cancel your order for any reason up to 14 days from the date on which you receive the Shipping Confirmation, by notifying us of your decision to cancel using the following contact details:

hello@avrulpen.com

To meet the cancellation deadline, it is sufficient for you to have sent your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you have been charged for any items, we will process a refund, which will include the cost of delivery to the original delivery address (although we will not refund any supplementary delivery costs if you chose an enhanced type of delivery rather than our least expensive type of standard delivery).

When you receive the items, you may handle them to establish their nature, characteristics and functioning. Acceptable handling of the items is that which would reasonably be allowed in a shop.

Items should not have been damaged, soiled or altered. If your handling goes beyond what is acceptable and the items are damaged or diminished in value, we may deduct from the amount we reimburse you, or you may be liable to us for an amount equal to the diminished value of the items.

Please return the items using or including all their original packaging, instructions, and other documents, if any, accompanying the items.

After examining the items, we will inform you of whether you have the right to reimbursement of the amounts paid.

Delivery costs will be reimbursed when the right of withdrawal is exercised within the statutory period and all the items which the relevant parcel consisted of are returned.

The refund will be paid as soon as possible and, in all cases, within 14 days from the date on which you notified us of your intention to cancel.

Notwithstanding this, we may withhold the reimbursement until we have received the items back, or until you have supplied sufficient evidence of having sent back the items, whichever is the earlier.

The refund will always be paid using the same payment means you used to pay for your purchase.

You are responsible for the cost and risk of returning the items to us, as indicated above.

16. LIABILITY AND DISCLAIMERS

YOU ASSUME TOTAL RISK AND RESPONSIBILITY FOR USING THE ITEMS SOLD ON THIS WEBSITE! IN NO EVENT WILL AVRUL OR IT'S RESPECTIVE OWNERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, EXEMPLARY, AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM THE USE, OR INABILITY TO USE THE ITEMS SOLD ON THIS WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AVRUL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

We are not liable for business losses. We only supply the items for private use. If you use the items for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Due to the open nature of this website and the potential for errors in the storage and transmission of digital information, we do not warrant the accuracy and security of information transmitted to or obtained from this website unless otherwise expressly set out on this website.

We have a legal duty to supply items to you that are in conformity with the Contract, however, without affecting that duty and to the fullest extent permitted by law, all item descriptions, information and materials posted on this website are provided "as is" and without warranties express, implied or otherwise howsoever arising.

Where you are contracting as a consumer, in line with our obligations at law, we will be responsible for delivering items to you that:

(i) comply with the description given by us and possess the qualities that we have presented in this website,

(ii) are fit for the purposes for which items of their kind are normally used and

(iii) show the quality and performance which are normal in items of the same type and can which can reasonably be expected.

We warrant to you that any item purchased from us through this website is of satisfactory quality and reasonably fit for all of the purposes for which items of the kind are commonly supplied.

To the fullest extent permissible pursuant to law, but without excluding anything that may not lawfully be excluded in the case of consumers, we disclaim all other warranties of any kind, whether express or implied, in relation to the items available on this website. Items (including handicraft items) sold by us will often contain the natural characteristics of the materials used in the manufacture of the completed item.

Nothing in this Clause will affect your statutory rights as a consumer, or your Contract cancellation rights.

17. INTELLECTUAL PROPERTY

You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of this website shall remain at all times vested in us or our licensors.

You are permitted to use this material only as expressly authorised by us or our licensors. This does not prevent you using this website to the extent necessary to make a copy of any order or Contract details.

18. VIRUSES, HACKING AND OTHER CYBERCRIMES

You may not misuse this website/App by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful.

You will not attempt to have any unauthorized access to this website/App, to the server which hosts this site/App or to any other server, computer or database related to our website. You undertake not to attack this website via a denial of service attack or a distributed denial of service attack.

By breaching this provision you may commit a criminal offence under the applicable regulations.

We will report any such breach to the relevant law enforcement authority and we will cooperate with the appropriate authority to disclose the identity of the hacker.

Likewise, in the event of such a breach, your right to use this website/App will cease immediately.

We will use reasonable care and skill to ensure that this website and App are safe, secure and free from bugs, viruses and other defects.

Except to the extent it results from our failure to do so, we accept no liability for any loss or damage resulting from any denial of service attack, virus or any other software or material which is malicious or technologically harmful to your computer, equipment, data or material resulting from the use of this website/App or from the downloading of the contents thereof or of such contents to which this website/App redirects.

19. LINKS FROM OUR WEBSITE

We may have links from our website to other third party websites and materials; such links are provided exclusively for information purposes and we do not have any control whatsoever over the contents of such websites or materials.

Accordingly, we accept no liability whatsoever for any loss or damage which may arise from the use of such links.

20. 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.

21. NOTICES

All notices given by you to us should be given to us via email to: hello@avrulpen.com.

Subject to and as otherwise specified in Clause 21, we may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email 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 a 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.

22. TRANSFER OF RIGHTS AND OBLIGATIONS

The Contract between you and us is binding on you and us and on our respective successors and assigns.

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

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

For the avoidance of doubt, any such transfer, assignment, charge or other disposition will not affect your statutory rights as a consumer or your rights under the Contract or cancel.

23. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control.

An event outside our control includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- i. Strikes, lock-outs or other industrial action.
- ii. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- iii. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- iv. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- v. Impossibility of the use of public or private telecommunications networks.

- vi. The acts, decrees, legislation, regulations or restrictions of any government.
- vii. Any shipping, postal or other relevant transport strike, failure or accidents.

Our performance under any Contract is deemed to be suspended for the period that any event outside our control continues, and we will have an extension of time for performance for the duration of that period.

We will use our reasonable endeavours to bring the event outside our control to a close or to find a solution by which our obligations under the Contract may be performed despite the event outside our control.

24. WAIVER

If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

A waiver by us of any default shall not constitute a waiver of any subsequent default arising from the Contract or the Terms.

No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the paragraph on Notices above.

25. SEVERABILITY

If any of these Terms or any provisions of the 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.

26. OUR RIGHT TO VARY THESE TERMS

We have the right to revise and amend these Terms from time to time.

You will be subject to the policies and Terms in force at the time that you use this website or order items from us, unless any change to those policies, Terms or Privacy Statement is required to be made by law or governmental authority, in which case, any potential changes will also apply to orders previously placed by you.

27. LAW AND JURISDICTION

The use of our website and the Contracts for the purchase of items through such website will be governed by English law. Any dispute arising from, or related to the use of this website or to such Contracts shall be subject to the non-exclusive jurisdiction of the English courts. If you are contracting as a consumer, nothing in this Clause will affect your statutory rights as such.

28. FEEDBACK

We welcome your comments and feedback. Please send all feedback and comments to us via hello@avrulpen.com

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