

Returns, Refunds & Cancellation policy – Acre Pharma

Returns

- We must be notified of return requests within 24 hours of receiving the item. Please either email us on hello@acrepharma.co.uk or call us on 01477 536015.
- All returned products must be unused and unmarked
- Products should be returned in their original packaging and appropriately wrapped to prevent damage

during transit

- We do not allow returns for cold chain products
- We do not allow returns of medicines and medical products that are used within aesthetics. This is because of hygiene and safety issues. We will only allow such returns if the products were damaged on arrival. It will help to take pictures when putting a case forward
- If you have received the incorrect items, we will hold responsibility and a full refund will be placed alongside free next day delivery

Cancellation

- Orders may only be cancelled by the Buyer on written notice, and on payment to the Seller of cancellation charges, which take into account expenses incurred and commitments already made by the Seller as a consequence of the Buyer having placed its order. Orders for cold chain (refrigerated), goods cannot be cancelled after they have been dispatched.

The Seller may terminate this or any other subsisting contract with the Buyer immediately by giving notice in writing to the Buyer if:

- the Buyer has a receiver or administrative receiver appointed, passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect, becomes subject to an administration order enters into any voluntary arrangements with its creditors or ceases or threatens to cease to carry on a business or if any national or local law equivalent of any of the following occurs;
- the Buyer fails to pay on its due date or within any agreed period of grace, any sum due under this or any other contract;
- the Buyer commits any material breach of any terms of this contract or any other contract with the Seller, which in the case of a breach capable of being remedied, is not within 14 days of a written request to do so;
- the Buyer exceeds its credit limit with the Seller;
- the Seller reasonably apprehends that any of the above is likely to occur and notifies the Buyer in writing.

Termination of this contract shall not affect any of the Sellers accrued rights or liabilities or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination.

Liability and refunds

- The Seller warrants that the goods shall be of satisfactory quality and shall correspond with any specification at the time of delivery. All other conditions, warranties and representations

expressed or implied by statute, common law or otherwise in relation to the goods are excluded to the fullest extent permitted by law.

- The Seller's only obligation in relation to defective goods shall be at its option to make good any shortage or non-delivery and/or appropriate to replace any goods found to be damaged or defective and/or to refund the cost of such goods to the Buyer.
- The Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the price paid by the Buyer for the goods in respect of any occurrence or series of occurrences.
- The Seller shall not be liable to the Buyer:

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- for defects in the goods caused by abnormal or unsuitable conditions of storage (including in the manner in which the goods are stacked and moved within the warehouse or other storage facility) or use by, or any act, neglect, or default of the Buyer or any third party;
- for defects in the goods or discrepancies in delivery, unless notified to the seller within 24 hours of receipt of the goods by the Buyer, or where the defect would not have been apparent on reasonable inspection, within 12 months of delivery;
- for defects in the goods arising from any drawing, design or specification supplied by the Buyer;
- for goods disposed of by the buyer without the express consent of the seller.
- if the total price of the goods has not been paid;
- unless the Buyer with the Seller's prior authorisation, returns alleged defective goods, freight

prepaid to the Seller's point of shipment; or

- for an indirect or consequential loss or damage (whether for loss of profit, revenue, goodwill or any economic loss including physical damage or otherwise), costs or expenses suffered by the Buyer, howsoever caused.

Nothing in these conditions shall exclude or limit the Seller's liability for death or personal injury caused by its negligence.