

SONATA LINGERIE

TERMS AND CONDITIONS OF SALE

Please read the following Terms and Conditions carefully. They contain important information about your rights and obligations. We recommend you print out these Terms and Conditions from the Site by clicking on the print icon on your browser and keep them for your future reference.

1. About us and these Terms and Conditions

- 1.1 "**We**" or "**us**" are Sonata Lingerie Limited, a company registered in England with registered number 06650251 whose registered office is at 7B High Street, Barnet, Hertfordshire, EN5 5UE, England. If you have any comments or suggestions, we would be pleased to receive them at 19 P Hyde Park Garden London W2 2LY ("**Main Address**") or by emailing us at info@sonata-lingerie.com.
- 1.2 These Terms and Conditions govern the supply by us of any Products ordered by you on the www.sonata-lingerie.com web site (the "**Site**"). The particular individual product that you order at any one time from us (including without limitation a Bespoke Product as defined below) is referred to in these Terms and Conditions as the "**Product**". Further details of the Product can be obtained by reviewing the Site. By agreeing to order a Product, you agree to be legally bound by these Terms and Conditions.
- 1.3 In these Terms and Conditions:
 - 1.3.1 "**Acceptance**" means our acceptance of your Order in accordance with clause and "**Accept**" and "**Accepted**" shall be given the corresponding meaning;
 - 1.3.2 "**Acknowledgement**" means our acknowledgement of your Order;
 - 1.3.3 "**Bespoke Product**" means a product customised or designed to your particular individual requirements including, without limitation, using your Designs;
 - 1.3.4 a "**Business Day**" means a day which is neither (a) a Saturday or Sunday nor (b) a public holiday in England;
 - 1.3.5 the "**Contract**" means your Order of a Product in accordance with these Terms and Conditions which we accept in accordance with clause below. If you order more than one Product, each Product ordered will constitute a separate Contract;
 - 1.3.6 "**Materials**" means any all materials, works of authorship, artwork, colours, sketches, illustrations, photographs, pictures, descriptions, information, data, diagrams, designs, drawings, plans, specifications,

deliverables, documents, audio, processes, systems, ideas, concepts, brands, images, logos, graphics, trade names, trade marks and service marks (in whatever form and on whatever media);

- 1.3.7 "**Order**" means the request (in any form agreed by us at our sole discretion) submitted by you to us or the Site to purchase a Product from us;
- 1.3.8 "**you**" means a customer who orders a Product from us;
- 1.3.9 "**your Designs**" means any and all of your Materials, or your use of other Materials to create a combination of Materials;
- 1.3.10 "**your Materials**" means any and all Materials which you supply or agree to supply (directly or indirectly) to us (or our agents, employees or sub-contractors) pursuant to this Contract;
- 1.3.11 any requirement to pay "us" or provide "us" with your payment card details shall include a requirement to pay any agent that we may use from time to time to collect payment on our behalf and to provide such agent with your payment card details;
- 1.3.12 references to "clauses" are to clauses of these Terms and Conditions;
- 1.3.13 headings are for ease of reference only and shall not affect the interpretation or construction of the Terms and Conditions;
- 1.3.14 words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership;
- 1.3.15 references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification); and
- 1.3.16 references to "includes" or "including" or like words or expressions shall mean without limitation.

2. Effect

- 2.1 These Terms and Conditions shall apply to all Orders and Contracts made or to be made by us for the sale and supply of Products. When you submit an Order to us, give any delivery instruction or accept delivery of the Products, this shall in any event constitute your unqualified acceptance of these Terms and Conditions. Nothing in these Terms and Conditions affects your statutory rights (including without limitation the right to insist that goods you buy from businesses must correspond with their description, be fit for their purpose and be of satisfactory quality).

- 2.2 These Terms and Conditions shall prevail over any separate terms put forward by you. Any conditions that you submit, propose or stipulate in whatever form and at whatever time, whether in writing, by email or orally, are expressly waived and excluded. If you give us a purchase order (other than in the form of an Order), this is purely for your administrative purposes and shall not form part of the Contract.
- 2.3 No other terms or changes to the Terms and Conditions shall be binding unless agreed in writing signed by us.
- 2.4 Without affecting your statutory rights, no statements made by our employees, contractors or agents or contained in any website, brochures, catalogues, sales literature or correspondence are intended to have any legal effect unless expressly agreed in writing by us or referred to in the Contract.
- 2.5 No Contract shall be a sale by sample.

3. **Making Orders of Products**

- 3.1 When making an Order, you must follow the instructions on the Site and any other instructions given by us as to how to make your Order and for making changes to your Order before you submit it to us or the Site.
- 3.2 Irrespective of any previous price you have seen or heard, once you select a Product that you wish to Order, you will then be shown or told the charges you must pay including VAT, if applicable, and any applicable delivery charges. Delivery charges are stated on the Site on a per Product or per weight or per delivery location basis. Unless otherwise stipulated on the Site or agreed in writing by us, all charges are in the currency then in force in England. Subject to clause below, this is the total that you will pay for receipt of the ordered Product. There are no extra charges unless you opt for a premium delivery or packaging service offered by us, in which case we shall inform you of any additional cost before we agree to your request.
- 3.3 You shall pay for the Product in full at the time of ordering by supplying us with your payment card details from a payment card company acceptable to us, which we require in order to process your Order. Alternatively, you may pay by any method that we have said is acceptable to us, but in any event (unless otherwise agreed by us in writing) we shall not be bound to supply before we have received cleared funds in full.
- 3.4 If you are asked for details of a payment card, you must be fully entitled to use that card. The card must have sufficient funds to cover the proposed payment to us.
- 3.5 You undertake that all details you provide to us for the purpose of purchasing the Product from us will be correct, that the payment card, or other payment method, which you use is your own and that there are sufficient funds or credit facilities to cover the cost of the Product. We reserve the right to obtain validation of your payment card details before providing you with the Product.

- 3.6 When you submit an Order to us or the Site, you agree that you do so subject to these Terms and Conditions current at the date you submit your Order. You are responsible for reviewing the latest Terms and Conditions each time you submit your Order.
- 3.7 Your Order remains valid as an offer until we issue our Acceptance of your Order or, if earlier, when we receive your notice revoking your Order.
- 3.8 We shall not be obliged to supply the Product to you until we have Accepted your Order. Unless expressly stating that we accept your Order, an email, letter, fax or other Acknowledgement of your Order by us is purely for information purposes and does not constitute Acceptance of your Order. In that Acknowledgement, we may give you an Order reference number and details of the Product(s) you have ordered. We may in our discretion refuse to accept an Order from you for any reason, including unavailability of supplies or we may offer you an alternative Product (in which case we may require you to re-submit your Order first). The Contract shall be formed and we shall be legally bound to supply the Product to you when we accept your Order. Acceptance shall take place when we expressly accept your Order by email, letter or fax to you, stating that we are accepting your Order. Our Acceptance shall be deemed to come into effect when it has been despatched by us. Without affecting your obligation to pay us earlier, we may send an invoice to you at any time after we have Accepted your Order. Until the time when we Accept your Order, we reserve the right to refuse to process your Order and you reserve the right to cancel your Order. If we or you have cancelled your Order before we have Accepted it, then we will promptly refund any payment already made by you or your payment card company to us for the Order of the Product.
- 3.9 If you discover that you have made a mistake with your Order after you have submitted it to us or the Site, please contact orders@sonata-lingerie.com immediately.
- 3.10 We try very hard to ensure that the price given to you is accurate, but the price of your Order will need to be validated by us as part of our Acceptance procedure. If the price for the Order changes before we Accept your Order, we will contact you and ask you to confirm that you wish to proceed at the amended price.

4. **Delivery of the Product**

- 4.1 We aim to deliver the Product to you at the place of delivery requested by you in your Order.
- 4.2 We aim to deliver within the time indicated by us at the time of your Order but we cannot promise an exact date at the time of your Order. We always aim to deliver within two weeks of the Acceptance but cannot guarantee any firm delivery dates.
- 4.3 We shall aim to let you know if we expect that we are unable to meet our estimated delivery date, but, to the extent permitted by law, we shall not be

liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late delivery.

- 4.4 We may deliver in instalments. Delay, default or non-delivery of any instalment shall not entitle you to cancel, and shall not affect, the remainder of the Contract or any other contract with us other than the instalment or Contract for which there is the delay, default or non-delivery.
- 4.5 On delivery of the Product, you may be required to sign for delivery. You need to keep receipt of the delivered Product in case of future discussions with us about it.
- 4.6 Please note that it might not be possible for us to deliver to some locations. If this is the case, we will inform you using your contact details and arrange for cancellation of the Order or an alternative delivery address.
- 4.7 We deliver in our standard packaging. Any special packaging requested by you is subject to additional charges.
- 4.8 All risk in the Product shall pass to you upon delivery, except that where delivery is delayed due to your breach of your obligations under the Contract risk shall pass at the date when delivery would have occurred but for your breach. From the time when risk passes to you, we will not be liable for loss or destruction of the Product.
- 4.9 You must take care when opening the packaging so as not to damage the Product, particularly when using sharp instruments.
- 4.10 You shall ensure that you are ready for safe receipt of the Products without undue delay and at any time reasonably specified by us.
- 4.11 If you are not available to take delivery or collection, we may leave a card giving instructions on either redelivery or collection from the carrier.
- 4.12 If delivery or collection is delayed through your unreasonable refusal to accept delivery, then we may (without affecting any other right or remedy available to us) do either or both of the following:
 - 4.12.1 charge you for our reasonable storage fee and other costs reasonably incurred by us; and
 - 4.12.2 notify you that we are immediately cancelling the Contract, in which case we will refund to you or your payment card company as applicable any money already paid to us under the Contract, less our reasonable charges for delivering and returning the Product.
- 4.13 You shall own the Product on the later of when we deliver it to you and when we receive payment in full for the Products (including VAT and delivery charges).

4.14 It is your responsibility to ensure that the Products are sufficient and suitable for your purposes and meet your individual requirements. We do not warrant that the Products will meet your individual requirements.

5. **Bespoke Products**

5.1 We may, at our absolute discretion, on request by you to us supply to you a Bespoke Product.

5.2 If we agree to supply to you a Bespoke Product, you shall:

5.2.1 promptly provide to us your Designs in whatever media and form (as may be reasonably required by us from time to time) that will enable us to carry out fully, accurately and promptly our obligations under this Contract;

5.2.2 take all care and assume all responsibility with sending your Materials to us.

5.2.3 ensure that the content of your Materials supplied by you are true, accurate, clear, unambiguous and complete;

5.2.4 only send to us a copy of your Materials (which we may not return to you) and not the original; and

5.2.5 be responsible for ensuring that, and hereby warrant and undertake to us that, our use of your Materials (including incorporation of them on Products) and following your instructions shall not in any way be, or cause either us or you to be doing something which may be:

5.2.5.1 in breach of any law, statute, regulation or bye-law or code of practice of any applicable jurisdiction (including the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003);

5.2.5.2 fraudulent, criminal or unlawful;

5.2.5.3 an infringement or breach of intellectual property rights (whether registered or unregistered) or moral rights or privacy or image or other rights of any third party; or

5.2.5.4 contrary to our interests or causing a negative impact on our reputation.

5.3 You acknowledge that we may be unable to produce a Product to your exact requirements but we may produce the Product to something that we reasonably consider to be close to what you intend instead.

5.4 You acknowledge that if your Design incorporates Materials made available for you to use from us or the Site, then (as between you and us) we shall continue to own all intellectual property rights in such Materials. However, you shall be responsible for any liability to the extent caused by the particular combination of those Materials chosen by you.

- 5.5 You shall indemnify, and keep indemnified, us against any and all losses, liabilities, claims, proceedings, judgments, damages, demands, actions, costs, charges, expenses, penalties and fines suffered by or incurred by us or our employees, agents or contractors resulting from any breach by you of this clause .
- 5.6 Without prejudice to any other right or remedy, we may terminate this Contract and/or refuse to supply the Bespoke Product if we reasonably consider that complying with your Designs may leave us exposed to a claim by any third party or in breach of the any law, statute, regulation, bye-law or code of practice. In that event, we shall promptly refund to you or your payment card company any sums already paid by you less a reasonable deduction for our costs, expenses and liabilities.

6. Returning the Product Without Fault

- 6.1 The remedies in this clause are additional to and do not affect your statutory rights, under which you may have the right to insist that goods that you buy from businesses must correspond with their description, be fit for their purpose and be of a satisfactory quality. This clause only applies in respect of Products which are not faulty.
- 6.2 Subject to the rest of this clause , irrespective of your other rights for faults with the Product, you may cancel the Contract and return any delivered Product to us for any reason at all if you are not happy with it, provided that you must have notified us in writing or by email between our Acceptance of your Order and 10 Business Days after delivery of the Product that you wish to cancel the Contract and (if already delivered) to return the Product. The notice must be delivered by hand or sent by post to "Sonata Lingerie Limited, After-Sales" at our Main Address stated in clause or sent by email to info@sonata-lingerie.com, in each case quoting our order reference number and delivery details. The return of the Product must be to the Main Address. The notice shall be deemed to have been given on the day on which it was sent.
- 6.3 Your right to cancel and return under clause only applies in respect of Products ordered by you:
- 6.3.1 without any changes or customisation. If the Contract is for a Bespoke Product your right to cancel the Contract under clause shall not apply in relation to the Bespoke Product. In that event, each of you and we shall be contractually bound from the time of Acceptance without the right to cancel the Contract without due cause; or
- 6.3.2 that have not been unsealed. Due to the nature of the Products, your right to cancel under clause shall not apply in relation to Products that have been unsealed. A Product shall be incapable of restoration if it has been worn. If you have unsealed a Product we cannot be sure that you have not worn the Product before returning it to us. If, in our reasonable opinion, we suspect or find that a Product has been unsealed your right to cancel the Contract under clause shall not apply in relation to that Product. In that event, following the return of

the Product to us, we shall inform you in writing or by email of our opinion that the Product has been unsealed. We may at our discretion return the Product to you provided that you pay to us our reasonable charges for the cost of returning the Product to you and, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses as a result.

6.4 If you seek to cancel under this clause :

6.4.1 you must return the relevant Products to us in their original condition. If the Products are not in their original condition, we will be authorised to obtain a charge from you or your payment card company for the cost of restoration. Please note that the Products are your responsibility and at your risk until we receive them back and if you send them by post we recommend that you send them by courier and wrap it well and get a certificate of postage. You shall be responsible for paying all the costs of returning the Products. If we have not received the Products within 15 days of your notice of intention to return, you agree that we will be authorised to collect them from you and obtain from you or your payment card company our reasonable charges for the cost of collection and return of the delivered Products under the cancelled Contract; and

6.4.2 within 30 days of your notice of intention to return, we shall refund the payment made by you or your payment card company to us for our sale of the cancelled Products (less any charges deducted under clause). Except where the Products are delivered to you in error or they are defective or otherwise did not conform to the Contract, we shall deduct our reasonable charges for collecting the returned Products from you.

7. **Faulty Products**

7.1 Nothing in these Terms and Conditions (including this clause) affects or limits your statutory rights (including without limitation the right to insist that goods that you buy from businesses must correspond with their description, be fit for their purpose and be of a satisfactory quality).

7.2 To the fullest extent permitted by law, this clause sets out the entire liability of us to you in respect of lost, damaged or defective Products and shall apply in lieu of all conditions, warranties, terms or obligations which would otherwise be implied by statute, common law or otherwise.

7.3 We warrant that the Products will be delivered undamaged in the quantities ordered.

7.4 The Products are intended to be used, washed and dealt with strictly in accordance with our latest published instructions as set out on the Site and any instructions provided by us to you orally or in writing. It is the user's responsibility to ensure that he or she uses, washes or deals with the Product strictly in accordance with those instructions. Without prejudice to the rest of the instructions, where applicable, any Products must not be used, washed or dealt with contrary to good practice or any oral or written instructions, advice or recommendation made by us.

- 7.5 All descriptions, representations, specifications, samples, colours, illustrations, photographs and other particulars on the Site or furnished or made orally by us or in catalogues, trade literature or other documents issued by us are given for general information purposes only and you acknowledge that you are not entering into the Contract in reliance upon any such description, representation, specification, sample or other particular; the Products may also look different to such description, representation, specification, sample or other particular depending on lighting and angle. However, nothing shall exclude or limit our liability for fraud.
- 7.6 Subject to clauses and , we do not make any warranty as to the washing stability, colour fastness or amount of washes that the Products can withstand. It is your responsibility to wash and treat the Products carefully.
- 7.7 We may also make minor adjustments to material, colour, weight, measurements, design and other features to the extent that they are reasonable. Changes may result from fluctuations in production processes.
- 7.8 We try very hard to deliver Products in excellent condition. However, if you tell us that any of the Product is faulty, you agree to keep the Product in its current condition available for us to inspect within a reasonable time.
- 7.9 If you return any Product, you must ensure that it is adequately packaged, insured and carriage paid. Returning the Product is at your risk. We shall not accept any responsibility for damage caused by inadequate packaging by you or if the Product is damaged or lost whilst being returned.
- 7.10 In order to provide you with any remedies under this clause , we may need your assistance and prompt provision of certain information regarding the Product, including:
- 7.10.1 you specifying with reasonable detail the way in which it is alleged that the Products are damaged or defective; and
 - 7.10.2 you providing us with delivery note number and such other information as we reasonably require.
- 7.11 If any Product is faulty or does not comply with your statutory rights (under which you have the right to insist that the Products must correspond with their description, be fit for their purpose and be of a satisfactory quality), you can choose whether you would like us to:
- 7.11.1 repair or replace the affected Product; or
 - 7.11.2 provide a refund for the affected Product.
- 7.12 If you would like us to repair, replace or provide a refund for the Product where it did conform to the Contract, or we find that the Product has:

- 7.12.1 been misused, abused or subjected to neglect, improper or inadequate care, carelessness, damage or abnormal conditions; or
- 7.12.2 been involved in any accident or damage caused by an incorrect attempt at modification or repair; or
- 7.12.3 been washed or dealt with or used contrary to good practice or any of our instructions for the Products; or
- 7.12.4 deteriorated through normal wear and tear;

after delivery by us, we may at our discretion decide not to repair, replace or refund you for the Product and/or we may require you to pay all reasonable carriage costs and our current standard fees and costs and charge this to your payment card, and, to the extent permitted by law, we shall not be liable to you for any losses, liabilities, costs, damages, charges or expenses as a result.

- 7.13 Nothing in these Terms and Conditions excludes or limits our liability for death or personal injury caused by our negligence, for fraud, for breach of Section 12 of the Sale of Goods Act 1979 or for any other liabilities that we cannot exclude at law.
- 7.14 The warranty contained in this clause is specifically limited to you. No warranty is made to any other person, whether subsequent buyer or user, or to any bailee, licensee, assignee, employee, agent or otherwise.

8. Circumstances beyond our control

- 8.1 We shall not be liable to you for any breach, hindrance or delay in the performance of the Contract attributable to any cause beyond our reasonable control, including without limitation any Act of God, actions or demands or requirements of third parties (including without limitation hackers, suppliers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil commotion, war, hostilities, warlike operations, enemy action, national emergencies, terrorism, piracy, arrests, restraints or detentions of any competent authority, strikes or combinations or lock-out of workmen, epidemic, fire, explosion, storm, flood, drought, weather conditions, earthquake, natural disaster, natural catastrophe, accident, mechanical breakdown, third party software, failure or problems with public utility supplies (including without limitation general electrical, telecoms or Internet failure), designers, third party suppliers or unavailability or shortage of or inability to obtain supplies, materials, equipment or transportation ("**Event of Force Majeure**"), regardless of whether the circumstances in question could have been foreseen.
- 8.2 The performance of our obligations shall be suspended during the period that the circumstances persist and we shall be granted an extension of time for performance equal to the period of the delay.
- 8.3 Each of you and we shall bear our own costs incurred by the Event of Force Majeure.

- 8.4 Should any performance of obligations be delayed under this clause , you shall nevertheless accept performance as and when we shall be able to perform.
- 8.5 If the Event of Force Majeure continues without a break for more than one month, either you or we may terminate the Contract forthwith by written notice to the other, in which event neither you nor we shall be liable to the other by reason of such termination (other than for the refund of a Product already paid for by you and not delivered).
- 8.6 If we have contracted to provide identical or similar Products to more than one buyer and are prevented from fully meeting our obligations to you by reason of an Event of Force Majeure, we may decide at our absolute discretion which contracts we will perform and to what extent.

9. **Default, Bankruptcy**

9.1 If you:

9.1.1 are in breach of any or your obligations under the Contract; or

9.1.2 are unable to pay your debts or are the subject of a bankruptcy petition or enter into any composition with creditors generally or take or suffer any steps preparatory thereto or if any distress or execution is levied or threatened to be levied on any of your property or assets;

we may terminate the Contract immediately on giving notice in writing and retain any advance payment and you shall indemnify us against all claims, losses, damages, liabilities, costs and expenses of whatsoever nature resulting from any such termination and all sums due to us from you shall become immediately payable.

9.2 Termination of the Contract shall be without prejudice to any accrued rights or remedies of either you or us. Termination of the Contract will not affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

10. **Notices**

10.1 Any notice or other communication required or authorised to be given under the Contract shall be in writing and may be served by personal delivery or by pre-paid or recorded delivery letter or email addressed to the relevant party at the address last known to the other.

10.2 Any notice given by post shall be deemed to have been served two Business Days after the same has been posted if you are based in the UK or seven Business Days after the same has been posted if you are not based in the UK and any notice given by email shall be deemed to have been served when the email has been proved to be received by the recipient's server and in proving such service it shall be sufficient to prove that the letter or email was properly

addressed and, as the case may be, posted as a prepaid or recorded delivery letter or despatched.

11. General

- 11.1 We shall keep a record of your Order and these Terms and Conditions until six years after we have Accepted your Order. However, for your future reference, we advise you to print and keep a copy of these Terms and Conditions, your Order, the Acknowledgement and the Acceptance.
- 11.2 No failure or delay by either party in exercising any right under the Contract shall operate as a waiver of such right or extend to or affect any other or subsequent event or impair any rights or remedies in respect of it or in any way modify or diminish your or our rights under the Contract.
- 11.3 If any clause in these Terms and Conditions shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other clause or part of any clause, all of which shall remain in full force and effect, so long as the Terms and Conditions shall be capable of continuing in effect without the unenforceable term.
- 11.4 These Terms and Conditions, together with price, Product and delivery details in any Order that is agreed by us, contains the entire agreement between you and us in relation to the Contract. These Terms and Conditions apply to the exclusion of any contracts or terms submitted, proposed or stipulated by you.
- 11.5 You shall not assign or transfer or purport to transfer or assign the Contract to any other person.
- 11.6 Nothing in the Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between you and us.
- 11.7 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 in respect of the Contract.
- 11.8 The Contract shall be governed by English law and you hereby submit to the exclusive jurisdiction of the English courts. All dealings, correspondence and contacts between us shall be made or conducted in the English language.
- 11.9 We have used our best endeavours to ensure that our supply of the Products complies with English laws. However, we make no representations and give no warranties that the Products are appropriate or available for use in locations outside of the UK. You acknowledge that if you use the Product outside of the UK this is at your risk. Anyone who orders Products from the Site does so on their own initiative and is responsible for compliance with all applicable laws. If ordering Products from the Site or using them is contrary to or infringes any applicable law in your jurisdiction, you should not make the Order.