

## Terms and Conditions of Battery Empire Online Store

in force from 17.02.2024  
(Terms and Conditions)

### 1. GENERAL PROVISIONS

1.1. These are the Terms and Conditions on which we supply Products to you. 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 end the contract, what to do if there is a problem and other important information.

1.2. We are GREENCELL.GLOBAL LTD, a company registered in England and Wales. Our company registration number is 13147773 and our registered office is at Suite 3 Fidelity House, Fengate, Peterborough, England, PE1 5XG. Our registered VAT number is GB 370023539. We are the **Seller** from whom you may buy the Products. This e-store's name is **The Battery Empire Store** and it is operated by CSG SPÓŁKA AKCYJNA, a company registered in Poland. The Operator company's registration number at Polish company registrar (Krajowy Rejestr Sądowy) is 0000714229 with the registered office at Kalwaryjska 33, 30- 509 Kraków, Poland. The Operator company's registered VAT number is PL 6793163992 (the **Operator**). When you buy our Products from the e-store, you enter into a contract with us.

1.3 **How to contact us.** You may contact us at: [contact@batteryempire.co.uk](mailto:contact@batteryempire.co.uk) or +44 808 196 5006. You can also contact us via our correspondence address which is GREENCELL.GLOBAL LTD, Suite 3, Fidelity House, Fengate, Peterborough, PE1 5XG.

1.4 If we have to contact you, we will do so by telephone or by writing to you at your e-mail address or postal address you provided to us in your order. We do not charge any extra fee for telephone calls, however you may wish to contact your telephone operator for further details regarding your tariff and charges for telephone calls.

1.5 In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

a) You are an individual; and

b) You are purchasing products from us wholly or mainly for your personal use (not for sure in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **blue** and those specific to business only are in **green**.

**1.5 If you are a business customer this is our entire agreement with you.** If you are a business customer these Terms and Conditions constitute the entire agreement between the Seller and you in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and Conditions and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

1.6 Service Recipients Contact Point - the electronic contact point associated with the Battery Empire Shop available at [dsa@batteryempire.co.uk](mailto:dsa@batteryempire.co.uk) for direct and rapid communication between Users and the Seller.

1.7 Authority Contact Point - the electronic contact point associated with the Battery Empire Shop available at [dsa@batteryempire.co.uk](mailto:dsa@batteryempire.co.uk) designed for direct communication with Member State authorities, the Commission, the Digital Services Board. Communication via the Contact Point may be conducted in Polish or English.

## 2. DEFINITIONS

Terms used in these Terms and Conditions shall have the following meaning:

**Operator** means a legal owner of The Battery Empire Store.

**Product** or Products means any good(s), article(s) or material(s) supplied by us to you pursuant to these Terms and Conditions. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours reflects the exact colour of the products. Your product may vary slightly from those images but it will match its description.

**Seller** means GREENCELL.GLOBAL LTD a company registered in England and Wales. Our company registration number is 13147773 and our registered office is at Suite 3 Fidelity House, Fengate, Peterborough, England, PE1 5XG.

**The Battery Empire Store** means this e-shop.

**We, Us, Our** means the Seller or the Seller's.

**You, Yours** means each person, either legal or natural who uses this website.

## 3. REGISTRATION AND OPENING AN ACCOUNT WITH THE BATTERY EMPIRE STORE

3.1. You may register on our website by using the on-line form and providing your login and password. If you choose a user login and password, you must treat such information as confidential. You must not disclose it to any third party. If you know or suspect that anyone other than you knows your login or password, you must promptly notify us at [contact@batteryempire.co.uk](mailto:contact@batteryempire.co.uk) and change your password immediately.

3.2 The registration on our website is compulsory if you wish to purchase any Product from us. You may delete your registration (account) at any time and your request shall be processed immediately. We reserve the right to delete your registration (account) upon completion of your order, if your request to delete your registration (account) has been submitted when your order was pending.

3.3. Registration is not required to view the products as displayed by the Seller at Battery Empire Store.

3.4. During the registration process, you will be asked to confirm that you read these Terms and Conditions and accept all conditions contained therein. Acceptance of these Terms and Conditions is necessary to register on our website and to purchase any Product from us. 3.5. We will only use your personal information provided during the registration process or purchase of our Product as set out in our Privacy Policy that can be accessed at: <https://batteryempire.co.uk/content/2-legal-notice>

3.6. We may refuse to register your account at our website, in particular if we have reasonable grounds to believe that:

3.6.1. you are intentionally acting to the detriment of the Seller or the Operator by placing an order with the cash on delivery option with an intention not to collect this order;

3.6.2. you are intentionally acting to the detriment of the Seller or the Operator by purchasing the Product in a manner inconsistent with these Terms and Conditions;

3.6.3. the personal data as provided by you is not correct and despite our attempts to contact you, these reasonable doubts have not been resolved.

## 4. PRICE AND PAYMENT

4.1. The prices for the products as displayed in Battery Empire Store are in the currency GBP and are gross prices, i.e. they include value added tax (VAT). Product prices do not include delivery costs or optional costs of paid services.

4.2 The costs of delivery will be as displayed on our website.

4.3 The total value of the order includes the price of the Product or Products, delivery costs and the costs of optional paid services (if selected).

4.4. VAT invoice will be issued for each Product or Products purchased from the Seller. The VAT invoice will be sent to you by e-mail from our e-mail address: [contact@batteryempire.co.uk](mailto:contact@batteryempire.co.uk). By accepting these Terms and Conditions you agree to have the invoice or invoices sent by e-mail.

4.4. Information on the available payment methods shall be provided in the basket containing the selected Product or Products.

## **5. PROCEDURE FOR CONCLUDING A CONTRACT OF SALE**

5.1. The products displayed in Battery Empire Store and provided price for such products is merely an invitation to treat within the meaning of the law of England and Wales. You offer to purchase a selected product or products by placing an order using mechanisms available in Battery Empire Store.

5.2. After placing an order, you will receive an automatically generated e-mail confirming the registration of your order in our system. This e-mail does not constitute a declaration of acceptance of your offer as per para 5.1 above.

5.3 Our acceptance of your order will take place when an separate email accepting the order is sent to you, at which point a contract will come into existence between you and the Seller.

5.4. The place of performance related to the purchase of Product or Products shall be England & Wales, unless required otherwise by the operation of law..

5.5 If we are unable to accept your order, we will inform you of this by e-mail and will not charge you for the Product or Products chosen by you. 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 a credit reference we have obtained for you does not meet our minimum requirements, 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. If we cannot accept your order, the payment will be immediately returned to you unless you will accept to wait for the Product or Product or place another order.

5.6 We may refuse to accept your order, in particular if we have reasonable grounds to believe that:

5.6.1. you are intentionally acting to the detriment of the Seller or the Operator by placing an order with the cash on delivery option with an intention not to collect this order;

5.6.2. you are intentionally acting to the detriment of the Seller or the Operator by purchasing the Product or Products in a manner inconsistent with these Terms and Conditions;

5.6.3. the personal data as provided by you is not correct and despite our attempts to contact you, these reasonable doubts have not been resolved. In such case you will be informed of such refusal by e-mail. Any payment made by you towards the order we refused to accept, will be as soon as reasonably practicable returned to you.

5.7 In the event that you fail to pay for your order as prompted by Battery Empire Store when placing your order, or in if your payment method is declined or any moneys paid are clawed back by the bank or card issuer, we will cancel your order immediately, save that, at our absolute discretion, we may contact you requesting an alternative form of payment.

5.8 We will assign an order number to your order and inform you by e-mail 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.

5.9 If you wish to make a change to the Product 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract.

## **6. DELIVERY, TRANSFER OF RISK AND TITLE**

6.1. Products are shipped only to addresses in the territory of the United Kingdom and Ireland

6.2. The cost of delivery and available delivery methods are provided in the manner specified in clause 4.2 of these Terms and Conditions and on each occasion in the basket containing selected Product or Products.

6.3. The Seller will make reasonable efforts to ensure that your order is processed without delays. This however depends on the availability of the Product and delivery dates. Detailed information on time required to process your order can be found in the "Delivery methods" tab.

6.4. The Product or Products will usually be delivered within 40 days from the day when your order has been accepted by us. Occasionally our delivery to you may be affected by events outside our control.

6.5 If our supply of the Product or 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.

6.5 Delivery is complete once the Product or Products have been unloaded at the address for delivery set out in your order or collected by you or carrier organised by you to collect them from us and the Product or Products will be at your risk from that time.

6.6 You own the Product or Products once we have received a payment in full, including of all applicable delivery charges.

6.7. The Seller is not liable for non-delivery of Product or Products or delay in delivery of Product or Products, if any failure or delay to deliver was caused by an event outside our control or because you failed to provide adequate delivery instructions or any other instructions that are relevant to supply of Product or Products.

6.8 In such case we may decide to end our contract with you. In addition, we may claim damages for delivery costs incurred due to your failure to provide adequate delivery instructions or any other instructions that are relevant to supply of Product or Products.

## **7. YOUR RIGHT TO END THE CONTRACT WITH US**

7.1 Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer.

7.2 If you are ending a contract for a reason set out at clauses 7.2.1 – 7.2.4 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:

7.2.1 we have told you about an upcoming change to the product or these Terms and Conditions which you do not agree to;

7.2.2 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;

7.2.3 there is a risk that supply of the Products may be significantly delayed because of events outside our control;

7.2.4 you have a legal right to end the contract because of something we have done wrong.

7.3 If you are a consumer then for most products purchased online you have a legal right to change your mind within 14 days and receive a refund. We however allow you to change your mind within 30 days and receive a refund as explained in clause 7.4 in these Terms and Conditions.

7.4 If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered:

7.4.1 Have you bought goods (for example, a battery or charger)? If so you have 30 days after the day you (or someone you nominate) receives the goods, unless:

7.4.1.1 Your goods are split into several deliveries over different days. In this case you have until 30 days after the day you (or someone you nominate) receives the last delivery.

7.4.1.2 Your goods are for regular delivery over a set period (for example, monthly). In this case you have until 30 days after the day you (or someone you nominate) receives the first delivery of the goods.

7.5 Even if we are not at fault and you are not a consumer who has a right to change their mind, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

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

**Phone or email.** Call customer services on +44 808 196 5006 or e-mail us at [contact@batteryempire.co.uk](mailto:contact@batteryempire.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.

**Return form.** Use our Return Form available at [https://batteryempire.co.uk/complaint\\_forms/return/](https://batteryempire.co.uk/complaint_forms/return/)

**By post.** Print off the form attached to these Terms and Conditions and post it to us at the address on the form. You can also simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

You can find a template for the withdrawal declaration in PDF format here: [\[LINK\]](#)

7.7 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 either return the goods in person to where you bought them, post them back to us at GreenCell global LTD, Fidelity House, Peterborough PE1 5XG, UNITED KINGDOM or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on +44 808 196 5006 or e-mail us at [contact@batteryempire.co.uk](mailto:contact@batteryempire.co.uk) for a return label or to arrange collection. If you are a consumer 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.

7.8 We will pay the costs of return:

7.8.1 if the products are faulty or misdescribed;

7.8.2 if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong. In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

7.9 If you are responsible for the costs of return and we are collecting the Product or Products from you, we will charge you the direct cost to us of collection. The costs of collection will be the same as our charges for standard delivery.

7.10 If you are entitled to a refund under these Terms and Conditions we will refund you the price you paid for the Product or Products including delivery costs, by the method you used for payment for your order. However, we may make deductions from the price, as in clause 7.11 below.

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

7.11.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the Products, if this has been caused by you using it in a way not compliant with instruction attached to the Product.

7.11.2 The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 5-7 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

7.11.3 If you have purchased a service from us, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full price for such a service.

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

7.12.1 If the Product or Products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the Product or Products back from you or, if earlier, the day on which you provide us with evidence that you have sent the Product or Products back to us, in such case the refund will be made within 14 days from when we received the evidence with reference to the Product the evidence relates to.

7.13 In all other cases, your refund will be made within 14 days of your notification to us that you have changed your mind subject to clauses 7.5 and 7.6.

## **8. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER**

8.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these Terms and Conditions will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your Product is goods, for example a battery or charger, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

a) Up to 30 days: if your goods are faulty, then you can get an immediate refund.



b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.

c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your Product is services , the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

8.2 If you wish to exercise your legal rights to reject Products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on +44 808 196 5006 or e-mail us at [contact@batteryempire.co.uk](mailto:contact@batteryempire.co.uk) for a return label or to arrange collection. You may also use our on-line form to speed up the process: [https://batteryempire.co.uk/complaint\\_forms/complaint/](https://batteryempire.co.uk/complaint_forms/complaint/)

## **9. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS CUSTOMER**

If you are a business customer we warrant that on delivery, and for a period of 12 months

9.1 from the date of delivery (**warranty period**), any Products which are goods shall:

9.1.2 conform in all material respects with their description and any relevant specification;

9.1.3 be free from material defects in design, material and workmanship;

9.1.4 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

9.1.5 be fit for any purpose held out by us.

9.2. Subject to clause 9.1, if:

9.2.1 you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in 9.1;

9.2.2 we are given a reasonable opportunity of examining such product; and

9.2.3 you return such product to us at our cost, we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

9.3 We will not be liable for a product's failure to comply with the warranty in 9.1 if:

9.3.1 You make any further use of such product after giving a notice in accordance with 9.2.1;

9.3.2 The defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Product or (if there are none) good trade practice;

9.3.3 The defect arises as a result of us following any drawing, design or specification supplied by the you;

9.3.5 You alter or repair the Product without our written consent; or

9.3.5 The defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

9.4 Except as provided in this 9, we shall have no liability to you in respect of a Product's failure to comply with the warranty set out in 9.1.

9.5 These Terms and Conditions shall apply to any repaired or replacement Products supplied by us under 9.2.

## **10. COMPLAINT PROCEDURE AND WARRANT**

10.1 If you have any questions or complaints about the Product, please contact us. You can telephone our customer service team at +44 808 196 5006 or e-mail us at [contact@batteryempire.co.uk](mailto:contact@batteryempire.co.uk) GREENCELL.GLOBAL LTD, Suite 3, Fidelity House, Fengate, Peterborough, PE1 5XG.

10.2 If you need technical support with the Product please write to our technical support team at [contact@batteryempire.co.uk](mailto:contact@batteryempire.co.uk) or telephone us at +44 808 196 5006.

10.3. A complaint under the warranty may be submitted in electronic form via the complaint form available under this link: [https://batteryempire.co.uk/complaint\\_forms/return/](https://batteryempire.co.uk/complaint_forms/return/) , by sending an e-mail at the following address: [contact@batteryempire.co.uk](mailto:contact@batteryempire.co.uk) or in writing to the Seller's address provided in clause 1.2 in these Terms and Conditions.

10.4. You may submit claims under the warranty for a period of 2 years from the date of receipt or collection of the Product.

10.5. To exercise the rights under the warranty, you must provide the Seller with:

10.5.1. the defective Product with all elements contained in the set and the warranty card, if issued, if possible in the original packaging or replacement packaging ensuring safe transport of the goods;

10.5.2 if possible, a copy of the proof of purchase (e.g. a receipt or VAT invoice), if such a document has been provided to you in paper form;

10.5.3 if possible, a completed complaint declaration enabling identification of the Product sender, the Seller encourages the use of the complaint form at [https://batteryempire.co.uk/complaint\\_forms/complaint/](https://batteryempire.co.uk/complaint_forms/complaint/) but this is not obligatory.

10.6 Under the warranty, you have the right to demand a price reduction or to withdraw from the contract, unless the Seller immediately and without undue inconvenience to you replaces the defective Product with a defect-free one or removes the defect. This limitation does not apply if the Product has already been replaced or repaired by the Seller or the Seller has not replaced the Product with a defect-free one or has not removed the defect. You may, instead of the removal of the defect proposed by the Seller, demand the replacement of the item with a non-defective one or, instead of replacing the item, demand that the defect be removed, unless it is impossible to bring the item into conformity with the contract in the manner chosen by you or would require excessive costs compared to the method proposed by the Seller.

10.7. The Seller shall investigate the complaint under the warranty within 14 days from the date of its receipt subject to clause 10.5. If you have demanded replacement of the item or removal of the defect, or submitted a declaration of price reduction, specifying the amount by which the price is to be reduced, and the Seller does not respond to this consumer's request within 14 days, this means that the demand has been recognised as justified.

10.8 The terms of the warranty granted for a given Product (including deadlines, examination procedure, exclusions) are set out in the general terms and conditions of the warranty attached to the Product.

## **11. WHEN WE MAY END THE CONTRACT WITH YOU**

11.1 Subject to clause 5.8 and 6.8, we may end the contract for a Product at any time by writing to you if:

11.1.1 You do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;



11.1.2 You do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, your correct delivery address;

11.1.3 You do not, within a reasonable time, allow us to deliver the products to you or collect them from us;

11.1.4 You do not, within a reasonable time, allow us access to your premises to supply the services.

11.2 If we end the contract in the situations set out in 11.1 we will refund any money you have paid in advance for Products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11.3 If you are a business customer, we may end the contract with you within 14 days of it's conclusion in such case you shall be notified in writing.

## **12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

12.1 If we fail to comply with these Terms and Conditions, 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, but 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. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

12.2 This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

12.3 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

12.4 We are not liable for business losses. If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in 13.

## **13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IS YOU ARE A BUSINESS CUSTOMER**

13.1 Nothing in these terms shall limit or exclude our liability for:

13.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

13.1.2 fraud or fraudulent misrepresentation;

13.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

13.1.4 defective products under the Consumer Protection Act 1987.

13.2 Except to the extent expressly stated in 9.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded. 13.3 Subject to 13.1, we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us.

13.4 Subject to clause 13.1, our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the value of your order together with delivery costs (save where the delivery was not arranged through our website).

## 14. PROCESSING OF PERSONAL DATA

14.1. Your personal data will be processed by the Seller.

14. 2 We will only use your personal information as set out in our Privacy Policy.

## 15. FINAL PROVISIONS

15.1. Product descriptions, photos, graphics, logos and other content contained in the Battery Empire Store are the protected property of the Operator. Copying or using them in any way, in particular sharing them on other websites requires the written consent of the Operator.

15.2 These Terms and Conditions are binding from 17.02.2024 and apply to all orders placed on or after that date. These Terms and Conditions are also available in PDF format that can be downloaded using this link: [ [LINK](#) ]

**15.3 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** 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.

**15.4 Which laws apply to this contract and where you may bring legal proceedings if you are a business customer.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

## Annex 1 TO THE RULES OF PROCEDURE

### MODEL COMPLAINT FORM

Name of the Complainant:

Name of the entity on whose behalf you are filing the complaint and your position (if applicable)

Email address:

Decision No:

Justify why you disagree with the decision:

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