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# Wucube.co.uk Terms of Sale

## 1. *Information about us and how to contact us*

- 1.1 We are SHAMANSYSTEMS C.I.C ("shamansystems") (we or us) trading as Wucube.com. We are a company registered in England and Wales with company number 11168313. Our registered office is at 4 Stag Way, Glastonbury, United Kingdom, BA6 9PR.
- 1.2 You can contact us by writing to us at [ianheslop@wucube.co.uk](mailto:ianheslop@wucube.co.uk)
- 1.3 When we use the words "writing" or "written" in these terms, this includes emails.

## 2. *Our contract with you*

- 2.1 Our shopping pages will guide you through the steps you need to take to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each stage of the order process.
- 2.2 Please read the Terms of sale carefully and make sure that you understand them before ordering any Products from our Site.
- 2.3 By ordering any of our Products through our Site you agree to be bound by these Terms of sale.
- 2.4 By purchasing products and in any way making use of the products and information offered by Shamansystems, you agree to hold, but not limited to, Shamansystems, the owners, operators, contributors and participants of this site, harmless for any loss associated with such use, misuse or abuse.
- 2.5 You should print a copy of the Terms of sale for future reference.
- 2.6 Please understand that if you refuse to accept the Terms of sale, you will not be able to order any Products from our Site.
- 2.7 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. We will confirm our acceptance to you by sending you an e-mail that confirms that the products have been dispatched (Dispatch Confirmation). The contract between us will only be formed when we send you the Dispatch Confirmation.
- 2.8 If we are unable to accept your order, we will inform you of this either by phone or in writing and will not charge you for the product. This might be because the product is out of stock, 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 you have paid for the product, we will refund you the full amount including any delivery costs charged as soon as possible.

### 3. *Our products*

- 3.1 Products and packaging may vary slightly from their pictures. 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 accurately reflects the colour of the products. Your product may vary slightly from those images.
- 3.2 The Products are as described as accurately as possible in our catalogues or brochures or included on our websites (including the Site). You shall decide before placing any Order, that the Products to be ordered are suitable for your requirements and we accept no liability in respect of that decision.
- 3.3 We reserve the right to amend the specification for any of the Products if required by any applicable statutory or regulatory requirements.
- 3.4 You are specifically advised that the products and materials are intended for experimental, educational and entertainment purposes only. You accept full responsibility for their use.
- 3.5 In no event shall we be liable for any direct, indirect, punitive, incidental, special consequential damages, to property or life, whatsoever arising out of or connected with the use or misuse of the products, above the price payable for the Products.

### 4. *Delivery*

- 4.1 The costs and methods of delivery will be as displayed to you on the individual product pages and finally at the 'checkout' page.
- 4.2 During the order process we will let you know when we will provide the products to you. We will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order
- 4.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.
- 4.4 We shall ensure that each delivery of the Equipment is accompanied by an appropriate proof of delivery.
- 4.5 We shall not be liable for any delay in delivery of the Equipment that is caused by a Force Majeure Event or your failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Equipment.

## 5. *Your rights to cancel*

- 5.1 The Wucube guarantee offers a 100% satisfaction promise, so if you don't like any of your purchases for whatever reason, simply return them within 28 days and we'll give you a replacement or your money back. The Wucube guarantee is in addition to your statutory rights (see below).
- 5.2 We are under a legal duty to supply products that are in conformity with the contract. If what you have bought is faulty or miss-described you may have a legal right to end the contract (or to get the product repaired or replaced or to get some or all of your money back).

## 6. *Refunds.*

- 6.1 We will refund you the price you paid for the products including delivery costs, by the method you used for payment, or any other method determined by us.
- 6.2 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- (a) If we have not offered to collect the products, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.
  - (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind

## 7. *Price and payment*

- 7.1 The price of the product will be the price indicated on the order pages when you place your order. We take all reasonable care to ensure that the price of the product stated is correct. However please see below for what happens if we discover an error in the price of the product you order.
- 7.2 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any products provided to you.
- 7.3 We accept payment with all major credit and debit cards. You must pay for the products prior to completing your order.

## 8. *Limitation of liability*

- 8.1 The following provisions set out our entire financial liability (including any liability for the acts or omissions of our employees, agents and sub-contractors) to you in respect of:
- (a) any breach of the Contract; and
  - (b) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising out of or in connection with the Contract.
- 8.2 Except as set out in the Supply Terms, all warranties, conditions and other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.
- 8.3 Nothing in the Supply Terms shall exclude or limit our liability for:
- (a) fraud, fraudulent misrepresentation or willful default;
  - (b) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
  - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- 8.4 Subject to clause Above 8.3:
- (a) we shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for consequential or indirect loss or damage of whatsoever nature; and, whether direct or indirect: loss of profits; or loss of business; or depletion of goodwill or similar losses; or loss of anticipated savings; or loss of contract; or loss or corruption of data or information; whatsoever or howsoever arising.
  - (b) our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price payable for the Products which are the subject of the claim.

## 8.5 *General*

- a. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force.
- b. If we decide to change these terms, we will post the new version on the website. Any orders placed after this time will be subject to the new version.
- c. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- d. 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.