

MitoQ Terms of Sale

Interpretation

MITOQ® SCIENCE SKINCARE FAQ

1.1

In these Terms of Sale, unless the context indicates otherwise, the following words and expressions have the following meanings:

Order means an order submitted by you to purchase Goods by using the online order process on the Website.

Goods means any goods supplied, or to be supplied by us to you from time to time in accordance with these Terms of Sale,

Terms of Sale means these terms of sale; and

Website means the website <http://www.mitoq.com/>.

2.

Terms of Use

2.1

The sale by MitoQ Limited (referred to in these Terms of Sale as "we", "our" or "us") of all Goods described on the Website is subject to these Terms of Sale. By submitting an Order to us, you agree to be bound by these Terms of Sale.

3.

Purchase Orders

3.1

Any information we provide in respect of the Goods (including but not limited to price lists) does not constitute an offer to sell but constitutes an invitation to treat only, and is subject to the availability of the Goods, which may change from time to time.

3.2

An Order that is submitted by you is an offer to purchase Goods at our current price at the date of the Order (plus any delivery charges or other applicable charges payable by you).

3.3

If you submit an Order:

all details (including without limitation the price and availability of Goods) relating to the Order are subject to confirmation by us;

we will confirm our acceptance of the Order by email to your email address as soon as reasonably possible following receipt of the Order; and

we are under no obligation to accept any Order and may decline to accept or cancel any Order in our absolute discretion, including, without limitation, if you fail to pay for other Goods that you have ordered, the Goods ordered are unavailable, there is an error in the price or the description of Goods, or an error in the Order submitted by the Customer.

3.4

We will not be liable for any damage, loss or expense, or indirect losses or consequential damages of any kind, suffered or incurred by you in connection with your reliance on any Order that has not been accepted by us.

3.5

A contract is formed between you and us on confirmation of acceptance of the Order by us (Contract). The Contract is governed by these Terms of Sale.

4.

Customer Acknowledgment

4.1

By submitting an Order to purchase any Goods described on the Website, you acknowledge and agree that:

the information you enter on the Website to place the Order is valid and correct in all respects;

the Goods described on the Website are not intended to treat, cure, or prevent any disease, are not intended to be used for any other therapeutic purpose, and have not been represented as such; and

the Goods ordered are solely for your own personal use.

4.2

You acknowledge that despite our reasonable precautions, Goods may be listed at an incorrect price or with incorrect information due to an error or oversight.

Price of Goods

5.1

The price of Goods will be the price displayed on the Website at the time the Order is submitted.

5.2

The price of Goods is displayed in US dollars on the Website.

5.3

The price of Goods is displayed exclusive of any applicable local taxes on the Website.

5.4

The price of Goods does not include costs for delivery within or outside of New Zealand. Any such delivery costs shall be identified and included in the price payable for the Goods at the point of checkout online. For clarity, all costs of, and associated with, delivery will be your responsibility, unless we agree otherwise in writing.

6.

Payment

6.1

You must pay for any Goods ordered at the point of checkout online by debit or credit card or Paypal. We do not accept EFTPOS, cash, cheque, voucher or any other form of payment.

6.2

We reserve the right to pass on any costs associated with particular forms of payment (including without limitation merchant fees charged on credit card payments).

6.3

If your credit card is declined by your financial institution, delivery of the relevant Order will not be made. We may contact you to seek to make alternative payment arrangements.

6.4

We reserve the right to refuse to accept payment from you by credit card for any reason whatsoever.

6.5 We may, in our absolute discretion, set credit limits for individual customers. If we set such a credit limit for you, that limit may not be exceeded without our prior written consent.

6.6 You will be notified of any adjustments made to the total price of your Order on the invoice, which will accompany the confirmation of our acceptance of the Order.

6.7 If you have paid an incorrect amount for any Goods ordered, we shall be paid by, or refund to, you the necessary adjustment amount to reflect the correct amount which should have been paid. If an amount is payable by us to you, we are entitled to set-off that amount against any amount payable by you to us. To avoid doubt, delivery of the relevant Order will not be made until payment is made in full and received by us.

6.8 We reserve the right to change at any time the way in which customers pay for Goods, and any change will be notified to you prior to the change coming into effect.

7. Credit Checks and Reporting

7.1 You agree that we may obtain information and make such enquiries about you as we consider warranted from any source, including without limitation credit reference agencies for the purpose of assessing your credit worthiness.

7.2 We may also disclose information about you to credit reference agencies for the purpose of obtaining a credit report on you. Those credit reference agencies may retain that information and provide it to their customers who use their credit reporting services.

8. Delivery and Freight

If a delivery destination is listed on the Website, this does not imply that Goods will be delivered to all addresses in that destination. For further information in relation to shipping, please refer to the Shipping link

8.1 Delivery will occur when the Goods are first left at your premises or at any other address nominated by you as part of the order process online and agreed by us. Your signature will not be required as proof of delivery.

8.2 Every effort will be made to deliver the Goods within the estimated delivery timeframes, but any such timeframe represents an estimate only and failure to deliver within that timeframe will not constitute a breach of the Contract, whether the delay has been due to causes beyond our control or otherwise.

8.3 For clarity, you will not be relieved of any obligation to accept or pay for Goods by reason of any delay in delivery. If we consider that the delivery of an Order is likely to be substantially delayed, we may, but shall not be obliged to, contact you to arrange an alternative delivery timeframe. If that timeframe is unacceptable to you, then you may cancel the Order, without incurring any fee for doing so. If an Order is cancelled under this clause 8.4, you will receive a refund equivalent to the payment made to us in respect of the Order.

8.4 We reserve the right to withhold delivery of any Goods ordered by you for any reason whatsoever. You will receive a refund equivalent to the payment you made to us for Goods that are withheld.

9. Title and Risk

9.1 Risk in and title to the Goods will pass to you on delivery.

10. Returns

10.1 All returns by you will be dealt with in accordance with our Returns Policy

11. Termination or Suspension of Contract

11.1 We may, without prejudice to any other rights and remedies we may have at law or in equity, terminate any Contract or Order with you or suspend any further deliveries under any such Contract or Order if any of the following events occur:

- you breach any term of the Contract;
- any material adverse change occurs in your financial position;
- you die or are adjudicated bankrupt;
- a court judgment is entered against you and remains unsatisfied for 7 days;
- if you become unable to pay your debts as they fall due or, are presumed under section 287 of the Companies Act 1993 to be unable to pay your debts;
- you go into liquidation;
- the passing of a resolution for voluntary liquidation, or for the appointment of an administrator, in respect of you; or
- the appointment of a receiver and/or statutory manager in respect of you or any material part of your assets.

To avoid doubt, we will not be liable for any loss or damage whatsoever arising from such termination or suspension.

12. All Liability Excluded

12.1 To the fullest extent permitted by law:
all warranties, representations and guarantees (whether express, implied or statutory) in relation to the Goods are excluded, including, without limitation, any warranty of fitness for any particular purpose; and
we will not be liable for any damage, loss or expenses, indirect losses, lost profits or consequential damages of any kind, suffered or incurred by you or any third party as a result of or in connection with our acts or omissions, the purchase of Goods from us or your use of the Goods.

12.2 Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included, but to the fullest extent permitted by law our liability will be limited for a breach of that condition or warranty to one or more of the following:
if the breach relates to goods

the replacement of the goods or the supply of equivalent goods;
the repair of such goods;
the payment of the cost of replacing the goods or of acquiring equivalent goods; or
the payment of the cost of having the goods repaired; and

if the breach relates to services:

the supplying of the services again; or
the payment of the cost of having the services supplied again.

12.3

These Terms of Sale do not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot lawfully be excluded. No provision of these Terms of Sale is intended to exclude, restrict or modify any rights you may have under the New Zealand Consumer Guarantees Act 1993. However, if you are using any Goods purchased from us for business purposes, the exclusions in clause 12.1 above will apply and the New Zealand Consumer Guarantees Act 1993 will not apply.

13.**General****13.1**

We may vary these Terms of Sale from time to time by:
written notice to you specifying the variation(s) (notification); or
posting the variation(s) on the Website.

and any such variation will apply in respect of Goods ordered by you after the date of notification or posting, as the case may be.

13.2

These Terms of Sale, as varied from time to time, constitute the entire agreement between you and us.

13.3

You acknowledge that the United Nations Convention on Contracts for the International Sale of Goods 1980 does not apply to any Contract or Order.

13.4

You (and any person accepting these Terms of Sale on your behalf) warrant that you have the appropriate authority to accept these Terms of Sale.

13.5

If we fail to enforce any of these Terms of Sale or fail in any way to exercise our rights under them, we will not be deemed to have waived those rights with respect to any subsequent breach of any term or condition or right.

13.6

If any provision of these Terms of Sale is or becomes invalid or unenforceable, that provision will be deemed deleted from these Terms of Sale. The invalidity or unenforceability of that provision will not affect the other provisions of these Terms of Sale, all of which remain in full force and effect to the extent permitted by law, subject to any modifications made necessary by the deletion of the invalid or unenforceable provision.

13.7

These Terms of Sale will be governed by and interpreted in accordance with the laws of New Zealand, and you agree to submit to the jurisdiction of the New Zealand courts.