

GENERAL TERMS & CONDITIONS OF SALE TO CONSUMERS

PLEASE READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY BEFORE MAKING YOUR DECISION TO PURCHASE.

1. General

This Web Site is intended only for consumers wishing to order Philips products online for delivery in the United Kingdom. Philips does not accept orders for delivery outside the UK. The terms and conditions under which such products are offered for sale on this Web Site are set forth herein. By ticking the -I accept- box on the order form and submitting the order, you accept and agree to be bound by these terms and conditions. Philips reserves the right to change these terms and conditions at any time, without prior notice. Such change however will have no effect on orders that were submitted before posting of such revised terms and conditions.

2. Order and Acceptance; Payment

Orders submitted by you are binding on you and cannot be cancelled after order submission. No orders submitted through the Web Site are binding on Philips unless explicitly accepted by Philips. Acceptance will be effective upon transmission of Philips' e-mail confirmation of **acceptance** of your order. Philips has no obligation to accept orders placed through this Web Site. Philips reserves the right to restrict ordered quantities when accepting orders.

Payment shall be made by credit card, switch card or such other means as may be specified on the Web Site. If you pay by credit card, your account will be debited at the time of Philips' acceptance of your order and e-mail confirmation thereof to you. If you use another method of payment as offered on the Web Site, your payment must be received by Philips prior to shipment.

Please note that the on-screen display of the products may differ from the actual appearance or size of products offered on the Web Site.

3. Pricing Policy

All prices are in pound sterling. Prices shall be those prices published on this Web Site at the time you submit your order. The prices published on the Web Site are inclusive of applicable taxes but exclusive of shipping and handling costs and duties, which are for your account and will be calculated separately as applicable, specified as such on the order form and added to the total price of the order. The total price stated on the order form shall be the total amount payable by you for the products ordered including all taxes, levies, handling and shipping charges.

4. Delivery

Philips will deliver the products to the delivery address you have specified in the order form and in accordance with the delivery option you have chosen. In the event

you want to order various products to be delivered to different addresses, you will need to submit a separate order form for each delivery address. Any delivery or shipment dates given by Philips are best estimates only and Philips shall not be liable for any loss, damage, costs or expenses for failure to deliver in accordance with the delivery or shipment dates given. Delivery of all products ordered in one order submission will take place in one delivery. In the event any of the products ordered is out of stock, this may mean the whole order is delayed.

5. Software License

Any software that may be offered on or through this Web Site is subject to the applicable license agreement accompanying the software or as posted on this Web Site. The software is made available on a non-transferable, non-exclusive basis for use by end users only and any copying, reproduction or redistribution of the software is prohibited to the fullest extent permitted by law.

6. Warranty

Philips warrants the products supplied by Philips hereunder as set forth on the warranty card supplied with the product and as may also be stated on the Web Site. Specific warranties may apply to certain products as specified on the Web Site. With respect to software, no warranty shall apply other than as expressly set forth in the applicable license agreement. With respect to consumable products no warranty applies.

Should the products supplied by Philips not comply with the applicable warranty Philips shall, at its option and expense unless provided otherwise in the applicable warranty, repair or replace the product or refund the purchase price upon return of the product. This shall be your sole remedy under the applicable warranty. To obtain warranty service, please call Philips on the following UK telephone number:

09061010016

Please be ready to provide the order number set forth on the email order confirmation Philips sent you. The product must be returned to the address specified by Philips warranty service at your expense unless otherwise agreed.

Except as expressly set forth in these terms and conditions, to the fullest extent permitted by the law Philips hereby disclaims any and all warranties, whether express or implied. The limited warranty set forth above will not affect or prejudice your statutory rights.

7. Return of Products

If you are not satisfied with your purchase for any reason, you may return the product within 14 business days after delivery to the return address printed on the invoice accompanying the product delivery. You must return the product in its original condition and packaging together with all warranty cards, manuals and

accessories, shipping charges pre-paid. A refund will be given following Philips' receipt of the product returned in accordance with Philips' return instructions.

After said 14 business day period after delivery to the delivery address you will be deemed to have accepted the product.

The return option is not available if you have opened the packaging or seal containing the software or for software downloaded from this Web Site or if you have opened the packaging or seal of consumable products.

Refunds are limited to your purchase price of the returned product(s) (exclusive of shipping and handling costs). Refunds will be made to your credit card account, or, for non-credit card transactions, by issuing a refund cheque or crediting your bank account.

8. Product Availability

Philips may modify any product offered on this Web Site at any time or may discontinue delivery of any product offered on this Web Site at any time.

9. Limitation of Liability

In the event you are not a consumer or you are using the product ordered for business purposes, Philips' liability hereunder shall not exceed the purchase price paid for the product.

To the fullest extent permitted by law Philips hereby disclaims any and all liability for any consequential, special or indirect damage, loss of profits, business opportunity or goodwill or a claim of a third party even if Philips has been advised of the possibility of such damage.

10. Transaction Data

Philips' records relating to the transaction shall be deemed correct and conclusive unless proven otherwise. Your transaction records are accessible to you if you are a registered customer by entering your order number(s) so that you may check the status of your order(s).

11. Governing Law; Competent Court

Your purchase of (a) product(s) from this Web Site and these terms and conditions shall be governed by the substantive laws of England and Wales. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is explicitly excluded. Any claim or dispute hereunder shall be submitted to the exclusive jurisdiction of the courts of the United Kingdom.

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