

Terms and Conditions

www.allnutrition.co.uk

I. General provisions

1. These Terms and Conditions specify the general conditions and ways of provision of services electronically and selling via the Online Shop www.allnutrition.co.uk.
2. The Shop is operated by Seller – SFD SPÓŁKA AKCYJNA with registered office in Opole, Poland (45-315), Głogowska 41, entered into the register of entrepreneurs of the National Court Register kept by the District Court in Opole, VIII Economic Department of the National Court Register under number KRS 0000373427, share capital PLN 4.404.491, NIP (tax identification number): 7543022222, REGON (Polish business registry number): 160360, E-Mail: info@allnutrition.co.uk, hereinafter referred to as Seller.
3. These Terms and Conditions are always available at the website www.allnutrition.co.uk, which allows to download, display, and record their contents by printing or saving them to a data carrier at any time.
4. Before proceeding with an order, you will be required to show that you have read and understood the following terms and conditions.
5.
By placing an order through our site, you warrant that:
 - a. you are legally capable of entering into binding contracts;
 - b. you are at least 18 years old.
6. These Terms and Conditions apply only to customers who are consumers. "Consumer" means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession (Consumer Rights Act 2015).
7.
The Customer is obliged to:
 - a. provide in the Order and in the registration forms, only true, up-to-date and all necessary data of the Customer and promptly update the data.
 - b. use the services made available by the Seller in a way that it does not interfere with the functioning of the Online Shop and other Customers.
 - c. use the services made available by the Seller in a manner consistent with the applicable laws, and provisions of these Terms and Conditions.

II. Technical Requirements

1. The Online Shop may be accessed if the IT equipment used by the Customer meets the following minimum technical requirements: a computer or a mobile device with access to the Internet, access to electronic mail, and a web browser Firefox, Chrome, Safari, Internet Explorer, Opera, enabling cookies and JavaScript in the web browser.
2. An active Internet connection is required to run and properly operate the Online Shop. The Seller is not a data transmission service provider. The costs of data transmission required to download, install, run, and use the Online Shop and Services are covered by its Users on their own based on agreements concluded with telecommunications operators or another Internet provider. The Seller is not responsible for the amount of fees charged for the use of data transmission necessary to use the Services. The Seller recommends the Customers to use the Application operating system functions consisting in measuring the transmitted data.

3. The Seller acknowledges that 100% availability of the Services is not technically feasible. However, we will make every effort to ensure that the website and services are available in the most permanent way possible.
4. The Seller makes no warranties or representations of any kind, express, statutory or implied as to the availability of telecommunication services from provider or access to the services at any time or from any location or any loss or damage connected with the services.

III. Electronic services in the online shop

1. The Services are rendered by the Seller free of charge, 24 hours a day, 7 days a week.
- 2.

The Seller provides the following Electronic Services:

- a. Contact Form.
 - b. Account.
 - c. Newsletter.
 - d. Enabling Customers to place orders and conclude Sale Agreements under the terms specified in these Conditions.
 - e. Enabling Customers to give opinions.
3. The service: Contact Form means sending a message via the form available at the Shop Website to the Seller.
 4. It is possible to unsubscribe from the free service Contact Form at any time by discontinuing sending enquiries to the Seller.
 5. Using the Account is possible after completing jointly and severally the following steps by the Customer: -
Completing the registration form and accepting the provisions of these Regulations and our Privacy Policy,
Clicking on the "Register" box.
 6. After registering an Account, the Customer may log into the Online Shop by providing the e-mail address and a password indicated during registration.
 7. If you choose to register, you agree to provide and maintain accurate, current and complete information about yourself in your account. Registration data and personal information about you are governed by our Privacy Policy.
 8. You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account.
 9. The Agreement for the provision of service which involves maintenance of an Account in the Online Shop shall be concluded for an indefinite period and shall be terminated when the Customer submits a request to remove his account. In case of submission of a demand for deletion of a Customer Account to the Seller, a Customer Account shall be deleted within 30 calendar days.
 10. The Newsletter service, provided at the request of the Customer after the conclusion of the Agreement, includes receiving by the Customers who have provided the Service Provider with their e-mail address, by electronic means commercial information regarding the products and services of the Service Provider, including information about their current offer, promotions, discounts, and marketing campaigns.
 11. Every Newsletter addressed to given Customers shall include, in particular: information about the sender, a completed field "subject" specifying the content and information about the possibility and manner of unsubscribing from the free service Newsletter.
 12. The Agreement for the provision of the Newsletter service shall be concluded for an indefinite period and shall be terminated when the Customer submits a request to remove his electronic mail address from the Newsletter subscription list or when he unsubscribes by the link included in the message sent as part of the Newsletter.
 13. The Agreement for the provision of service which involves enabling Customer to place orders in the Online Shop shall be concluded for a definite period and shall be terminated when the Order is placed through it or when the Customer earlier terminates placing the Order through it.
 14. The Agreement for the provision of service which involves enabling Customers to give opinions in the Online Shop shall be concluded for an indefinite period and shall be terminated when the Customer submits a request to remove his electronic mail address from the Online Shop.

shall be concluded for a definite period and shall be terminated when the Opinion is given or when the Customer earlier terminates giving opinions.

15. It is possible to unsubscribe from the free service Opinions at any time by discontinuing publishing content Customer on the Shop Website.
16. The Selection of supplementation service allows customers to send an inquiry regarding the individual selected supplements using a dedicated form available on the Store's website. After sending the completed form to Seller (by selecting the button: "Select nutrients"), the Customer receives a message on the e-mail address provided in the form, about the proposed supplements, based on the content posted by him in the form. A content sent to the Customer as a result of using the free service Selection of supplementation is for information purposes only. The Customer's actions based on the content referred to in the previous sentence should take place after prior consultation with a doctor.
17. Both the Customer and the Seller may terminate the contract for the provision of electronic services at any time and without giving reasons, subject to the preservation of rights acquired by the other Party before termination of the above-mentioned agreement and the provisions below.
18. If the Customer breaches these Terms and Conditions, the Seller – after a prior ineffective cease and desist letter setting an appropriate deadline – may terminate the agreement for the provision of Services immediately.

IV. Sales Agreement

1. All orders for products are subject to availability. If the products you have ordered are not available from stock, we will not be readily available from suppliers within 7 working days of your order, we will contact you by email or phone (if you have given us the details).
2. Products 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 the device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
3. Products may be ordered by clicking on the items you wish to purchase and then following the prompts that will appear on-screen. You may check and correct any input errors in your order up until the point at which you confirm your order by clicking the "Confirm and Pay" button on the checkout page.
4. Orders can be placed by Internet users, who have correctly filled in registration form. Orders can be placed without registration form. A user who does not have an Account must independently fill out the Order Form with all the scope of his/her details necessary to conclude and execute the Sales Agreement.
5. As part of placing an order, the Customer provides his/her personal data marked in the order form as obligatory. Providing the personal data marked obligatory is voluntary yet is necessary for placing the order. Providing personal data not marked as obligatory is voluntary and unnecessary for placing the order. A lack of due diligence while filling in the form may cause the Customer being obligated to cover additional expenses such as: compensation, costs of improper postage, costs of resending the order to the right address, or any other risks and costs incurred by the Online Shop to complete the Order.
6. The order form should include the Customer's first name, last name and postal address, delivery address if it differs from the customer's address is not a delivery address, phone number and email address.
7. Some products can only be added to the basket by adults. In order to confirm that the Customer meets this condition, before adding such a product to the basket, the Customer will be asked if they are over 18 years old unless they have previously provided their date of birth in their Account profile in the store and this date confirms that they meet the age requirement.
8. After placing an order, you will receive an acknowledgment from us that your order has been received. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to buy the Product(s) ordered. All orders are subject to acceptance by us. We are not obliged to accept your order and may, at our discretion, decline to accept any order. You do, however, acknowledge that by clicking on the "Confirm and Pay" button, you enter into an obligation to pay for the Product(s). Where your order is accepted, this will be confirmed by sending you a confirmation (Order Confirmation). The contract between you and us in relation to the Product(s) ordered is concluded at the moment of acceptance of your order.

ordered (Contract) will only be formed when we send you the relevant Order Confirmation. After entering the Contract, we will be under a legal duty to supply you with goods that are in conformity with the Contract.

9. The Contract will relate only to the Product(s) which have been confirmed in the Order Confirmation.
10. The sales Agreement shall be concluded in English.
11. Order can be placed 24 hours a day, 7 days a week. The order implies an obligation to pay.

V. Price/ Payment

1. The price payable for the Products shall be as shown on our site in GBP. The prices shown are inclusive of any added tax. Due to circumstances beyond our control, prices may have to be altered up or down, including any alterations to the rate of value added tax or sales tax. The current price will be shown when you place your order.
2. Delivery charges are clearly highlighted throughout the site www.allnutrition.co.uk.
3. The Customer may choose the following payment methods:
 - a. PayU.
 - b. Credit or debit card (PayU). - for details, please check Payments section on our website www.allnutrition.co.uk
4. When making a payment, the Customer will be informed immediately before making the payment about the amount in which the payment should be made, about the possible methods of its execution.
5. The Customer agrees that the purchase documents (invoice / receipt) for the order will be sent electronically. The invoice sent to the customer uses the information he entered in his customer account. The Customer can edit his data each time he places an order through the website.

VI. Delivery

1. The place of delivery is at the address given by the Customer to the Seller (United Kingdom). Please check Shipment section on our website www.allnutrition.co.uk.
2. Delivery of the Products is carried out by DHL.
3. The total waiting time for the Customer to receive the Products (delivery date) consists of the time of preparation of the Order for dispatch by the Seller and the time of delivery of the Product by parcel delivery company.
4. The deadline for delivery and processing of the Order shall be calculated per Business Days. On the Shop we inform the Seller informs the Customer about the number of Business Days needed to process the Order and to deliver as well as about the delivery charges. It may be variable during holiday periods.
5. If the delivery has been delayed, or if an order cannot be filled or can be filled only partially, the Consumer shall be informed about this within one month after ordering. In such cases, the Consumer is entitled to repudiate the contract free of charge.
6. After repudiation in conformity with the preceding paragraph, the Seller shall return the payment made by the Consumer promptly but at least within 30 days after repudiation.
7. Errors in quantity of the delivered product or damages of the packages must be ascertained when receiving the delivery, with the presence of transportation company representative and notified to the seller as soon as possible.

VII. Risk and title

1. The Products will be at your risk from the time of delivery.
2. Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

VIII. Exercising your right to change your mind (Consumer Contracts Regulations 2013)

1. If you are contracting as a Consumer, you may cancel a Contract at any time within 30 days (longer than the statutory 14-day period). In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy.
2. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
3. To cancel a contract, the Consumer must inform the Seller of the decision to cancel it. To keep the deadline sufficient for the Consumer to make a statement to the Seller before it expires.
4. To inform the Seller the Consumer shall make a clear statement setting out the decision to cancel the contract, for example by using the model cancellation form, available for download on our website.
5. Please send your cancellation form to our email address: info@allnutrition.co.uk.
6. If the contract is a sales contract, the cancellation period ends at the end of 30 days after the day on which the goods come into the physical possession of— (a) the Consumer, or (b) person, other than the carrier, identified by the Consumer to take possession of them.
7. If the contract is a sales contract under which multiple goods are ordered by the Consumer in one order, but are delivered on different days, the cancellation period ends at the end of 30 days after the day on which the last of the goods come into the physical possession of— (a) the Consumer, or (b) a person, other than the carrier, identified by the Consumer to take possession of them.
8. The Seller must communicate to the Consumer an acknowledgement of receipt of the cancellation on a durable medium without delay.
9. If a contract is cancelled—the cancellation ends the obligations of the parties to perform the contract.
10. The Seller must reimburse any payment for delivery received from the Consumer up to the amount the Consumer would have paid if the Consumer had chosen the least expensive common and generally acceptable kind of delivery offered by the Seller.
11. If the Consumer has chosen a method of delivery of the good other than the cheapest usual delivery method available in the Online Store, the Seller is not obliged to refund the additional costs incurred by the Consumer. Reimbursement must be without undue delay.
12. If the contract is a sales contract and the Seller has not offered to collect the goods, the time is the end of 14 days after— (a) the day on which the Seller receives the goods back, or (b) if earlier, the day on which the Consumer supplies evidence of having sent the goods back.
13. Otherwise, the time is the end of 14 days after the day on which the Seller is informed of the Consumer's decision to cancel the contract.
14. The Seller must make the reimbursement using the same means of payment as the Consumer used for the transaction unless the Consumer has expressly agreed otherwise. The Seller must not impose any fee on the Consumer in respect of the reimbursement.
15. If (in the case of a sales contract) the value of the goods is diminished by any amount as a result of handling the goods by the Consumer beyond what is necessary to establish the nature, characteristics and functioning of the goods, the Seller may recover that amount from the Consumer, up to the contract price.
16. The Consumer is obliged to immediately, no later than within 14 calendar days from the date on which he or she cancelled the contract, return the good to the Seller or hand it over to a person authorized by the Seller to receive it, unless the Seller offered to collect the good himself. To meet the deadline, it is sufficient to send the good before its expiry.
17. The purchased Products should be returned to the following address: SFD S.A. ul. Zielonogórska 4, 45-323 Chojów, Poland.
18. If the Consumer decides to withdraw from the sales contract concluded online, he is obliged to cover the direct

costs of returning the Good.

19. The Seller may withhold the refund of payment received from the Consumer until he receives the returned good and the Consumer provides a proof of its return dispatch, whichever comes first, unless the Seller offered to pick up the item from the Consumer by himself.

20.

If you are a Consumer, please note that you waive your right to a refund:

- a. for the supply of goods that are made to the Consumer's specifications or are clearly personalized.
- b. for the supply of goods which will deteriorate or expire rapidly.
- c. for the supply of goods received sealed for health protection or hygiene reasons once unsealed.

IX. Complaints procedure

1. The Seller shall have a sufficiently notified complaints procedure in place and shall handle the complaint in accordance with this complaint procedure.
2. Complaints should be sent to the following e-mail address: info@allnutrition.co.uk. The claimed goods should be sent to the following address: SFD S.A. ul. Zielonogórska 4, 45-323 Opole, Poland.
3. If any Product you order is damaged or faulty when delivered to you, you may have one or more legal remedies available to you, depending on when you make us aware of the problem, in accordance with your legal rights. Nothing in this section affects your legal rights.
4. The complaints submitted to the Seller shall be replied within a period of 14 days after the date of receipt. The Customer will be informed on the decision concerning the complaint via e-mail.
5. In the unlikely event that our Customer Relations team are unable to resolve your complaint, and you are still not satisfied following the conclusion of our complaints handling procedure, you may also refer your complaint to the Retail ADR (previously 'The Retail Ombudsman'), which is a certified Alternative Dispute Resolution provider. RetailADR, 33 floor Euston Towers, 286 Euston Road, London, NW1 3DP, Email: enquiries@cdri.org.uk – Web: www.retailadr.org.uk, Tel: 0203 540 8063.

X. Our responsibility for loss or damage suffered by you

1. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our negligence, or our failure 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 parties knew it might happen.
2. We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

3.

Nothing in these terms and conditions shall limit or exclude our liability to you:

- a. for death or personal injury caused by our negligence.
- b. for fraudulent misrepresentation.
- c. for breach of any term implied by the Consumer Rights Act 2015 and which, by law, may not be limited or excluded.
- d. under Part I of the Consumer Protection Act 1987; or
- e. for any other liability that, by law, may not be limited or excluded.

4. We will be not liable or responsible for any failure to perform, or delay in performance of, any of our obligations.

under any Contract that is caused by events outside our reasonable control.

XI. Posting reviews

1. The customer of the Online Shop has the possibility to voluntarily and free of charge post an opinion on the purchases made in the Online Shop. The subject of the opinion may also be an evaluation, a photo or a review of the product purchased in the Online Shop.
2. A review can only be submitted by a customer who has made a purchase from the online store of the Seller.
3. Reviews may be made available directly on the online store's website, on the websites of other companies or external review service with which the Seller cooperates and to which the online store's pages are linked. The opinions expressed may also be made available on other company websites or as part of external opinion collection services used by the Seller. When using the opinion posting service, the Customer must provide data in the form of name, e-mail address, the content of the opinion and the number of the product to which the expressed opinion refers. The data, in combination with the product to which the opinion relates, may be passed on to external opinion collection service providers.
4. The submission of an opinion may not be used by the Customer for unlawful activities, in particular activities constitute an act of unfair competition against the Seller or activities that infringe the personal rights, intellectual property rights or other rights of the Seller or third parties.
5. An opinion can only be issued for products actually purchased in the Seller's online shop. It is forbidden to conclude fictitious/apparent sales contracts in order to issue an opinion. Also, the author of an opinion may not be the Seller itself or its employees, regardless of the basis of employment.
6. An issued opinion may be removed by its author at any time.
7. The customer agrees that the published content may be viewed by other customers and the Seller and authorizes the Seller to use it free of charge in accordance with the provisions of these Terms and Conditions.

XII. Virus

1. We cannot guarantee that our website will be secure or free from bugs or viruses. You should use your own virus protection software.
2. You must not misuse our Services by knowingly introducing viruses, trojans, worms, logic bombs or other malware which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our Services, the server on which our Services are stored or any server, computer or database connected to our Services. You must not attack our Services via a denial-of-service attack or a distributed denial-of service attack.
3. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your registration and right to use our Services will cease immediately.

XIII. Written communication

1. Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

XIV. Force majeure

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by any act or omission outside our reasonable control (Force Majeure Event), including, without limitation, industrial action, civil commotion, terrorist attack, war, fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, any impossibility of the use of transport, any impossibility of use of telecommunications and the acts, legislation, regulations or restrictions of any government.
2. The Party affected by such events must inform the other party promptly, no later than 10 business days after the event occurs.
3. The parties agree that they will work together to determine how best to fill the order while the force majeure incident persists.

XV. Severability clause

1. If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

XVI. Governing law/disputes

1. You hereby agree that any dispute (either contractual or non-contractual) arising out of, or in connection with this Agreement will be governed by and construed in accordance with the laws of England and Wales.
2. As a Consumer resident in the United Kingdom or the European Union:
 - a. you will benefit from any mandatory provisions of the law of the country in which you are resident. No provision of this Agreement affects your rights as a consumer to rely on such mandatory provisions of local law.
 - b. you may bring any dispute (either contractual or non-contractual) that may arise under or in connection with this Agreement, at your discretion, to the competent courts of England and Wales or to the competent court of your country of habitual residence, which courts are competent to settle such a dispute. We shall bring any dispute (either contractual or non-contractual) which may arise under this Agreement to the competent court of your country of habitual residence if this is in within the United Kingdom or an EU Member State.
3. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

XVII. Final provisions

1. All content on the website including, without limitation, logos, registered trademarks, text, photographs, images, drawings, models or charts, is protected by UK and International intellectual property laws. None of the content may be downloaded, copied, reproduced, republished, posted, transmitted, stored, sold or distributed without the prior written permission of the copyright holder.
2. Users agree that all access and use of this Website www.allnutrition.co.uk and its content is at their own risk. Seller shall not be liable in any manner for any direct or indirect damages arising out of access to the Website downloading content including images, text, or video files.
3. A person who is not a party to these Terms and Conditions shall have no right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.
4. The Seller reserves the right to modify these Terms and Conditions. Each Customer shall be informed about any changes to these Terms and Conditions by information available at the homepage of the Online Shop presented with their effective dates. The Customers who possess a Customer Account shall be additionally informed about the changes and presented with their list by a message sent to their electronic mail address. The effective date for

amendment shall fall at least 14 days after its publication. If the Customer who has a Customer Account does accept the amended Terms and Conditions, he shall be obliged to notify this fact to the Seller within 14 days being informed about the amendment of the Terms and Conditions. Notification of non-acceptance of the n Terms and Conditions shall result in termination of the Agreement.

5. These Terms and Conditions come into force on 22.07.2025