

Terms and Conditions

INTRODUCTION

A. Terms and Conditions for Direct Selling in the Online Shop at www.sunbrest.com, www.crafterman.com, www.foreign4u.com, www.edurama.pl, www.edurama.eu and www.kabaryna.pl. These websites are operated by Sunbrest Ltd. located at 2nd Floor, 40 Tooting High Street, Tooting Broadway, SW17 0RG London, UK. We are registered in the UK. Company Number 10242139. Phone UK: +44 746 9267 327, E-mail: info@sunbrest.com (Don't hesitate to contact us with your questions)

B. The following Standard Terms & Conditions of Business (T&C) apply to the use of the Online Shop at www.sunbrest.com, www.crafterman.com, www.foreign4u.com, www.edurama.pl, www.edurama.eu and www.kabaryna.pl ("Online-Shop"), as well as to the purchase contracts concluded at the Online Shop, and to all related services provided by Sunbrest Ltd.

C. As used in these T&C, the term "Customer" shall refer to users of the Online Shop and to buyers of digital and print products at the Online Shop.

D. Any terms of business laid down by the Customer which diverge from these T&C shall not apply. Any confirmation from the Customer that is based on the latter's own terms of business is hereby expressly refuted. The Customer's terms of business shall not become an integral part of any agreements unless Sunbrest Ltd has expressly confirmed same in writing

ORDERING

A. When you place an order online through our website you are representing and warranting to us; You are at least 18 years of age; and You have capacity to enter into a legally binding contract.

B. When you place an order online you will receive an email from us confirming receipt of your order. This does not mean that we have accepted your order. Your order constitutes your offer to us to buy a product or products from us. All and every order placed by our customers on line is subject to acceptance by us. Such acceptance will be given by us sending you an email that we have accepted your order by dispatching the ordered goods to you. The contract between us is made only at the time we send you an email confirming dispatch and up until that time we reserve the right not to fulfil any or all orders placed by you. In the event we are unable to dispatch all the products you have ordered the contract between us will relate solely to those products we dispatch or which we have confirmed we have dispatched.

C. We may decide not to accept your order for a variety of reasons amongst which may be the following;

- Non availability of product from stock.
- You not being able to fulfil the criteria set out in these Terms & Conditions.
- Our being unable to obtain appropriate authorisation for your payment.
- A pricing or identification error of the product or products.

D. As a consumer you have the right to cancel a contract to purchase product(s) at any time within 14 days from the day the product(s) is or are delivered to you. In the event you choose to do so you will receive a full refund of the price paid for the product(s) in accordance with our refund policy. In order to cancel a contract you must notify us in writing (which shall include email) of your intention to do so and return the product(s) to us immediately which will be at your cost and risk. We expect product(s) to be returned to us in the same condition as when they were dispatched to you. This provision does not affect your statutory rights.

E. Please note, that by clicking on the “Order Now” button, the Customer submits a proposal to conclude the relevant contract. We accept this proposal by sending order confirmations by email, whereupon the contract is formed. Sunbrest Ltd is under no obligation to accept the Customer’s proposal. Sunbrest’s confirmation of receipt of an order does not constitute a binding confirmation of the actual order.

F. The Purchase of digital products and subscriptions in general is only allowed for natural persons. Institutional users and legal persons please contact Sunbrest Ltd (info@sunbrest.com) directly.

PRODUCT DESCRIPTION

A. We make every effort to ensure that the information on our website relating to our products is accurate in all respects and up to date. We regularly update our website but it is possible that the information appearing on our website from time to time may not reflect the position at the precise time you place an order. We will confirm the price of the product(s) in the email we send you to confirm dispatch of the product(s).

B. We take great care with reproducing the exact colour of products. The limitations of colour representation and the individual colour settings of your PC screen may mean a slight variation to the colour of the product. We take every care to ensure accurate descriptions of product and colour but specifications vary and product and/or colour may vary from that shown on our website.

TECHNICAL REQUIREMENTS FOR USING DIGITAL CONTENT

A. For using digital content the Customer needs normal Internet access and a program for viewing documents in pdf format and listening recording sounds in mp3 format. Some products are packed (zip or rar format) and may be required to unpack the program.

B. Some products may contain sound recordings digitally generated. Do not use while driving.

PRICING AND PAYMENT

A. Save for obvious error our website will display the price of all our products. The price shown on our website includes the cost of delivery and all taxes (applied in European Union). Our prices may vary from time to time but any changes will not affect orders which we have accepted and where we have sent you an email confirmation.

B. We have introduced a fair pricing policy and are therefore charging all customers the same throughout the Europe. The price displayed will be the same regardless of the customer’s location.

C. We strive to make shopping on our website as safe and secure as possible. We cannot and will not be responsible for fraudulent use on our website of a lost and/or stolen credit or debit card. We will of course assist your credit/debit card company where we are able to do so once any fraud has been reported to them.

D. You can pick your payment method during the process of placing your order. Methods of Payment:

- Payment FREE - Bank Transfer - payment by international bank transfer, after receiving your payment, your package will be dispatched and we will inform you by e-mail or (in case downloads) data access will be sent you by e-mail.
- FREE - PayPal (credit card or PayPal account) - if you choose to pay by PayPal, you'll be redirected to the PayPal gate after the order; there you'll be able to choose the credit card payment (VISA, MASTERCARD, AMERICAN EXPRESS) or login and pay from your PayPal account

DELIVERY

A. Once we have received and accepted your order and received full payment our aim is to deliver, for all territories within 30 working days. All orders are of course subject to stock availability. Each item ordered is an individual order although we will where possible consolidate multiple orders into one shipment. We may for stock and packaging requirements need to ship products to you in multiple packages and at different times.

B. We will use a third party or parties to deliver the product(s) to you. This may be through the postal system or via a courier company. We cannot and will not be responsible for the third party failing to deliver the product(s) to you. In the event that the third party requires you to sign to acknowledge receipt of delivery we are entitled to rely on any signature that may be given by you or any other person at the address the delivery is made to. In the event you direct the party making the delivery to leave the parcel without you signing for it then we cannot and will not be responsible if the delivery fails to reach you as a result of theft or for any other reason.

C. Digital Content are delivered in Electronic Format. For delivery purposes, the Customer will receive an e-mail after conclusion of the contract including a hyperlink, which triggers the downloading of the respective file in Electronic Format.

RETURNS

A. Any product (other than a sale item) may be returned to us for a full refund, replacement or exchange within 14 days from the date of dispatch.

B. If you return a product to us because you have exercised your right to cancel the contract within the 14 day period we will process your refund as soon as possible and in any event within 28 days of the date we received your notice of cancellation. If your notice is received on a weekend or a public holiday the 28 day period shall start to run from the first working day thereafter. We shall also refund you the cost of delivery of the product to you but you shall be responsible for the cost of returning the product to us including any appropriate duty payable if you are returning the product from outside the UK.

C. If you are returning the product to us for any other reason such as claiming the product is defective we will examine the product and if we decide a refund is appropriate we shall notify you thereof within a reasonable period of time and in any event within 28 days of our notifying you that you are entitled to a refund. If you return a product that we agree is defective we shall also refund you the cost of delivery to you and the cost of returning the product to us. In the event that we do not agree the product is defective we shall return it to you stating the reasons for our decision.

D. We will normally make any refunds using the same method of payment used by you when you placed your order.

E. The following form may be used to state your withdrawal, but it is not obligatory:

Model withdrawal form (complete and return this form only if you wish to withdraw from the contract)

— To: Sunbrest Ltd. 2nd Floor, 40 Tooting High Street, Tooting Broadway SW17 0RG London, UK

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

— Ordered on (*)/received on (*),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

(*) Delete as appropriate.

F. The right of withdrawal expires for digital content if the performance has begun with the consumer's prior express consent and his acknowledgment that he thereby loses his right of withdrawal.

RIGHTS OF USE FOR DIGITAL CONTENT

A. Purchased digital content shall be delivered to the Customer by making the digital content available in Electronic Format

B. The Use of any digital content permitted only for the Customer's own purposes and the cases allowed by copyright law. If the Customer downloads digital content, the file may be stored on the end device used by the Customer personally. The following in particular are not permitted: making unauthorised additional copies, in particular on end devices or media to which third parties have access; adapting digital content, and publishing or exploiting the item thus made; passing on digital content to third parties, or making it available to the public (including intranets). The above rules apply to digital content in its entirety as well as any part that is protected by copyright.

C. The download of digital content is possible for 10 days. The Customer can only download the digital contents two times.

D. Sunbrest Ltd reserves the right to block or forbid the Customer's access to the retrieval or access to digital content that has already been downloaded if the Customer has acted in breach of Clause above.

OUR PRIVACY POLICY

Please refer to our **Privacy Policy** section on our website for information relating to this.

WEBSITE USE AND LINKS TO THIRD PARTIES

A. You agree not to adapt, alter or create a derivative work from any of the material contained in our website or use it for any purpose other than your personal non-commercial use. You agree you will only use our website for lawful purposes and in a manner that does not infringe the rights or restrict or inhibit the use and enjoyment of this site by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful or which may harass or cause distress or inconvenience to any other person or persons and the transmission of obscene or offensive content or cause disruption to the normal flow of dialogue on our website. Sunbrest accepts no liability for damage and/or loss howsoever arising from the use of our website.

B. We may provide links to third party websites and if we do these are solely for your convenience. Utilising these links will take you away from the Sunbrest website. We have no control over these third party websites and therefore cannot and will not accept any liability for damage and/or loss howsoever arising therefrom. Any use by you of third part websites is entirely at your own risk.

OUR LIABILITY TO YOU

A. We strive to ensure that any product you purchase from us through our website is of good quality and fit for the purpose for which it is intended. We do not accept responsibility if you do not follow the very specific care instructions that we include, where appropriate, with the product or on the product or within its packaging.

B. In the event of you suffering any loss as a result of any breach by us of your purchase agreement then you agree the maximum extent of our liability is limited to the total purchase price of the product purchased by you under the said purchase agreement. This does not in any way limit our liability in the event of;

- Death or personal injury if caused by our negligence, or
- Pursuant to section 2(3) of the Consumer Protection Act 1987, or
- Fraud or fraudulent misrepresentation, or
- An event occurring where it would not be legal for us to exclude or limit our liability or attempt to do the same.

C. Under no circumstances will Sunbrest be liable for any of the following losses or damage (whether such losses are foreseen, foreseeable, known or otherwise);

- Loss of data,
- Loss of income, revenue, profits or anticipated profits,
- Loss of business or anticipated business,
- Loss of opportunity,
- Loss of goodwill or injury to reputation,
- Losses suffered by third parties, or
- Any indirect, consequential, special or exemplary damages arising from the use of this website regardless of the form of action.

D. We do not warrant that any or all of the functions contained in this website will be uninterrupted or error free, that any defects will be corrected, or that website or the server or servers that make it available are now or in the future will be free from viruses and/or bugs.

FORCE MAJEURE

A. Force majeure means an event occurring which is outside our control and which creates a delay in our ability to fulfil our part of the contract. It may include a variety of events such as strikes, lock-outs, industrial action, disruption to the transport system, war and many other possible events which restrict or prevent our ability to complete our part of the contract.

B. If a force majeure event occurs the contract between us shall be suspended for a period exactly equivalent to the force majeure event to allow us to fulfil our contractual obligations. If we are able to overcome the force majeure event prior to its expiry we will endeavour to do so but we shall not be obliged to go to any additional expense in order to do so. If the force majeure event prevents us from fulfilling the contract we shall notify you and unless prevented from doing so shall refund your purchase monies.

INTELLECTUAL PROPERTY AND COPYRIGHT

A. All rights, including copyright, in this website and its contents (as may be amended, varied and updated from time to time) are owned by Sunbrest Ltd. In accessing this website you agree that you will access the contents solely for your own private use and not for any commercial or public use, distribution or publication.

B. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public or otherwise use this website content in any way except for your own personal, non-commercial use.

C. Any other use of this website and any of its contents requires the express prior written permission of Sunbrest Ltd. You agree to use this website in a lawful manner and for a lawful purpose in conducting any transactions through it.

GENERAL

A. You may serve any requisite notices on us by writing to Customer Service, Sunbrest Ltd. 2nd Floor, 40 Tooting High Street, Tooting Broadway SW17 0RG London, UK. or emailing info@sunbrest.com. You agree we may serve notices upon you either in writing to your address or by email to the email address supplied to us (together with your address) when placing your order. Any notice served by email shall be deemed to be delivered on the next working day after transmission and with notices sent by post three working days after the date of posting. It shall be sufficient for the appropriate party to prove, in the case of a letter, that it was properly addressed, stamped and posted and in the case of an email that it was sent to the email address specified by the addressee.

B. The contract created between us pursuant to these terms & conditions is personal to you and may not be assigned or transferred to any third party. We may assign or transfer our obligations thereunder to a third party at any time but if we do we shall give you notice we have done so.

C. If at any time any one of these terms shall be held to be unlawful, unenforceable or void then such term (or terms as the case may be) shall be deemed to be deleted from these terms and conditions and shall not in any way affect the validity and/or enforceability of the remaining provisions these terms & conditions or any of them.

D. These terms & conditions represent the entire agreement between us. If any duly authorised representative or agent of ours makes any statement or representation that is in variance with the terms hereof you must request the same in writing. In the absence of any written proof of variation these terms & conditions shall prevail. In the event we waive any of these terms & conditions that shall not be construed as a waiver of any other of these terms & conditions.

E. We reserve the right, from time to time, to revise, amend and vary these terms & conditions. In the event we do so we shall publish such changes on our website. Any orders placed by you after we publish such changes shall be deemed to be subject to such changed terms and the contract between us shall be construed accordingly.

F. If you are a consumer, please note that these terms of use, their subject matter and formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

ONLINE DISPUTE RESOLUTION

A. Effective February 15, 2016 the EU Commission has created a platform for extrajudicial dispute resolution. This gives consumers the opportunity to resolve disputes related to online orders without the requirement for a judicial process involving courts and judges. This dispute resolution process is available via the external link at: <http://ec.europa.eu/consumers/odr/>.

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