

TERMS OF SALE AND USE

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FURTHER, YOU AGREE TO THE USE OF ELECTRONIC DOCUMENTS FOR ALL TRANSACTIONS AND COMMUNICATIONS RELATED TO THIS IPS CART

Any references to "User", "You", "Your", or "Authorized User" refer to You or Your institution or business and all its related affiliates, agents, or employees who use this IPS CART.

TERMS AND CONDITIONS

- PURCHASE TERMS.** All products will be shipped to the shipping address You provide, within the service time-frame specified below after being accepted by Us. We cannot make any changes to your order or cancel your order after you have submitted it.

We accept payments by card (Mastercard, Visa). All list prices are exclusive of VAT, GST, sales tax, and any similar applicable taxes which may be applied to orders at checkout or shipment. You hereby give permission to IPS to pre-authorize, hold, and charge the credit card provided based upon the total order value including applicable taxes at the time of checkout or shipment, as applicable. The total order price, including shipping and handling fees as well as taxes applicable to your order will be charged to the credit card you provide us at the time of order shipment. Please note that due to the nature of our business your items may arrive in separate packages depending on the point of distribution / manufacture, and will be charged accordingly. You are responsible for any import fees, duties, taxes, or other charges for orders placed or shipped outside of the United Kingdom except for business-to-consumer orders under 150 EUROS (or applicable threshold) shipped into the EU27. For business-to-consumer orders under 150 EUROS shipped to an EU country, VAT will be charged under the EU IOSS system and the VAT rate will be that of the country of shipment.

Standard shipping

Standard shipping is calculated based on the shipping method You select at checkout unless otherwise specified in the IPS Cart. Available items typically ship within 5 business days. You will receive tracking information by email when your order has been shipped if available. **Where using non-trackable shipping methods (such as Economy Post), claims for lost shipments or damages in transit are not accepted.** Delivery times vary depending on location. Please note that any quoted delivery times are estimates provided by our delivery partners and cannot be guaranteed. We reserve the right to change shipping methods.

We are not responsible for any late delivery of the products or any consequential loss or damage caused as a result. You agree the shipping terms for all products are FOB shipping point and ownership transfers to the customer upon shipment. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Returns Policy

Customer Service
Telephone: +44 (0) 1752 202301
Email: csevs@nbninternational.com

If You choose to return an item, You are eligible for a full refund of the purchase price and applied taxes. You are responsible for the cost of shipping the item back to Us. Conditions: Products must be in sellable, like new condition and include all original materials.

If the products You receive are not as ordered, or if your shipment arrives damaged, You can request a refund of the purchase price, applied taxes, and original shipping costs. You will provide photos and additional information We request in order to review and approve your claim. You are responsible for the cost of shipping the item back to Us. All products will be inspected prior to accepting any return.

Prompt Notice of Shipping Errors, Damages, Defective Products. FOR ELIGIBILITY CONSIDERATION UNDER OUR RETURNS POLICY, WE MUST BE NOTIFIED OF ANY ALLEGED SHIPPING ERRORS AND/OR DAMAGED/ DEFECTIVE PRODUCTS WITH RESPECT TO PRODUCT DELIVERED HEREUNDER WITHIN THIRTY (30) BUSINESS DAYS AFTER YOUR RECEIPT OF PRODUCT, REGARDLESS OF THE ALLEGED PROBLEM OR CAUSE FOR RETURN.

Receiving Your Refund: Once your returned product is received, inspected and approved, any refund amount will be processed to the credit card used in the original purchase. It often takes credit card issuers 4-6 weeks to post the money to your account.

Returns must include the original packing slip and shipped to:

RETURNS
INGRAM PUBLISHER SERVICES UK
1 DELTIC AVENUE
MILTON KEYNES
MK13 8LD
UNITED KINGDOM

2. **USER OBLIGATIONS.** You represent that You are at least the legal age of majority and will, at all times, provide true, accurate and complete information when submitting any information to the IPS Cart, including when You provide information during registration or on other forms. In addition, You agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the IPS Cart or not use this site if any applicable laws forbid its use. In addition, You also acknowledge and agree that use of the internet and access to or transmissions or communications with the IPS Cart is solely at Your own risk. While IPS has endeavored to create a secure and reliable IPS Cart, you understand that the confidentiality of any communication or material transmitted to or from the IPS Cart over the Internet or other form of global communication network cannot be guaranteed. IPS is not responsible for the security of any information transmitted to or from the IPS Cart. You agree to assume all responsibility concerning activities related to Your use of the IPS Cart.
3. **LICENSE GRANT.** The IPS Cart is provided by IPS, and this TOU provides to You a revocable, limited, non-exclusive, non-transferable license to use the IPS Cart conditioned on Your continued compliance with the terms and conditions of this TOU and this TOU permits You to use and access for your personal use only.
4. **RESTRICTIONS.** This is for limited use only. You may not use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit any data provided by IPS through the IPS Cart in any manner unless expressly permitted by this TOU. In addition, You may not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove, or alter any proprietary notices or labels. You may not: (i) reproduce or circumvent the navigational structure or presentation of the IPS Cart to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the IPS Cart, (ii) attempt to gain unauthorized access to any portion or feature of the IPS Cart, including, without limitation, the account of another Authorized User(s), or any other systems or networks connected to the IPS Cart or to any IPS server or to any of the services offered on or through the IPS Cart, by hacking, password "mining," or any other illegitimate or prohibited means, (iii) probe, scan, or test the vulnerability of the IPS Cart or any network connected to the IPS Cart, nor breach the security or authentication measures on the IPS Cart or any network connected to the IPS Cart, (iv) reverse lookup, trace, or seek to trace any information on any other Authorized User of or visitor to the IPS Cart, (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the IPS Cart or IPS's systems or networks or any systems or networks connected to the IPS Cart, (vi) use any device, software to interfere with the proper working of the IPS Cart or any transaction conducted on the IPS Cart, or with any other person's use of the IPS Cart, (vii) resell, or otherwise permit third parties to access and use the IPS Cart (or any part thereof) without IPS prior written permission, or (viii) use the IPS Cart in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact IPS.
5. **TERM AND TERMINATION.** This TOU and Your right to use the IPS Cart will take effect at the moment you access, or use the IPS Cart and is effective until terminated as set forth below. IPS reserves the right at any time if You violate any term or condition of this TOU, to deny your access to the IPS Cart or to any portion thereof in order to protect its name and goodwill, its business, and/or other users. Termination will be effective without notice. You may also terminate this TOU at any time by ceasing to use the IPS Cart, but all applicable provisions of this TOU will survive termination.
6. **PRIVACY POLICY.** We use CyberSource to provide the credit card processing in the IPS Cart. Please see our [Privacy Policy](#) for a summary of personal identifying information collection and use practices.
7. **LIABILITY DISCLAIMER.** THE INFORMATION, PRODUCTS, AND SERVICES PUBLISHED ON THIS SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. IPS AND/OR ITS SUPPLIERS OR AFFILIATES MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, PRODUCTS, AND SERVICES CONTAINED ON THIS SITE FOR ANY PURPOSE. ALL SUCH INFORMATION, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. INGRAM CONTENT GROUP UK LTD, IPS, ITS AFFILIATES AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN NO EVENT SHALL IPS, ITS AFFILIATES AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIS SITE OR WITH THE DELAY OR INABILITY TO USE THIS SITE, OR FOR ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF IPS, ITS AFFILIATES AND/OR ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS HAVE LIMITATIONS ON THE APPLICABILITY OF DISCLAIMERS OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, TOTAL LIABILITY OF IPS FOR ANY REASON WHATSOEVER RELATED TO USE OF THE IPS CART SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO IPS IN CONNECTION WITH THE USE OF THIS IPS CART FOR THE PRIOR THREE MONTHS.
8. **INDEMNITY.** You agree to defend, indemnify, and hold harmless IPS and its affiliates, employees, agents, directors, officers, shareholders, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from any breach by You of this TOU. You acknowledge that any breach, threatened or actual, of this TOU may cause irreparable injury to IPS, such injury would not be quantifiable in monetary damages, and IPS would not have an adequate remedy at law. You therefore agree that IPS shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of Your obligations under any provision of this TOU.
9. **GOVERNING LAW.** This TOU has been made in and will be construed and enforced solely in accordance with the laws of England and Wales as applied to agreements entered into and completely performed in England. You and IPS each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue of the courts in London, England for any disputes between us under or arising out of this TOU. You also agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this TOU and acknowledge that either party may seek attorney's fees in any proceeding. Any claim You might have against IPS must be brought within ONE (1) year after the cause of action arises, or such claim or cause of action is barred. You access the IPS Cart on your own volition and are responsible for compliance with all applicable local laws with respect to Your access and use of the IPS Cart.
10. **WAIVER, NO JOINT VENTURE, SEVERABILITY.** Failure by IPS to insist on strict performance of any of the terms and conditions of this TOU will not operate as a waiver by IPS of that or any subsequent default or failure of performance. If any provision (or part thereof) contained in this TOU is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language. No joint venture, partnership, employment, or agency relationship exists between You and IPS as result of this TOU or Your utilization of the IPS

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