

## Terms of Use and Conditions

### 1 General

- 1.1** The "Doctor Sunyatta's Grown & Healthy " On-line shopping website at [www.dr.sunyatta.com](http://www.dr.sunyatta.com) (the "Site") is a shopping website where you, the buyer, can browse, select and order products from "Doctor Sunyatta's Grown & Healthy ".
- 1.2** Your access to and use of the Site, including your order of Products through the Site, is governed by these terms and conditions.

### 2 Compliance

- 2.1** You agree to be bound by, and comply with, these terms and conditions. In addition to these trading terms, there are terms and conditions that apply to the use of the Site. You agree to comply with the terms of use.
- 2.2** You agree to comply with all relevant laws relating to your use of the Site and your placement of any order through the Site.

### 3 Placing an order for Products

- 3.1** You may order Products by selecting and submitting your order through the Site in accordance with these terms and conditions.
- 3.2** Any order placed through this Site for a Product is your acceptance to purchase the particular Product for the price notified (including the delivery and other charges and taxes) at the time you place the order.
- 3.3** We may ask you to provide additional details or require you to confirm your details to enable us to process any orders placed through the Site.
- 3.4** You agree to provide us with current, complete and accurate details when asked to do so by the Site.

### 4 Acceptance or Rejection of an Order

- 4.1** In certain circumstances, we may need to reject your order. This may happen where the requested Product is not available or if there is an error in the price or the product description posted on the Site.
- 4.2** Each order placed for Products through the Site that we accept results in a separate binding agreement between you and us for the supply of those Products. For each order accepted by us, we will:
- (a)** supply the Products in that order to you in accordance with these terms and conditions; and
  - (b)** provide you with an email confirmation of that order.
- 4.3** If we reject an order placed through the Site, then we will endeavor to notify you of that rejection at the time you place the order or within a reasonable time after you submit your order.

### 5 Back Orders

- 5.1** If we determine that we do not have a particular product of your order in stock, then we will use reasonable endeavors to order relevant a product. In this instance, we will notify you of the relevant Back Ordered Products and the anticipated delivery date.

### 6 Risk and Title

- 6.1** Risk and title to the Products pass to you on the date and time of delivery to the Delivery Address.

### 7 Cancelling an Order

- 7.1** We may cancel any part of an order (including any orders that we have accepted) without any liability to you for that cancellation at any time if:
- (a)** the Products in that order are not available; or
  - (b)** there is an error in the price or the product description posted on the Site for the Product in that order; or
  - (c)** that we reasonably believe your order has been placed in breach of these terms and conditions.
- If we do so, then we will endeavor to provide you with reasonable notice of that cancellation, and will not charge you for the cancelled order.

**7.2** You may cancel an order (whether it is accepted by us or not) by contacting Customer Service via e-mail at [sales@tarbuthateva.co.il](mailto:sales@tarbuthateva.co.il) at any time prior to the dispatch of that order. Once the order has been dispatched for delivery to you, then you may return the relevant Products in accordance with these terms and conditions.

## **8 Fees and Charges**

**8.1** We will charge you, and you agree to pay, the purchase price of each Product that is ordered plus the delivery fee for your order.

**8.2** No fees or charges identified in these terms/conditions nor prices for the Products include VAT.

**8.3** The purchase price of each Product is shown on the product list on the Site at the time you place your order.

**8.4** Prices for Products change from time to time and we do not provide any notice of these changes. Subject to these terms and conditions (and in particular, our Back Order Policy), once we have accepted your order, we will not change any prices that apply to the Products in that order.

**8.5** If you cancel an order then:

**(a)** subject to (b), we will refund any amounts paid by you for that cancelled order;

**(b)** we will not refund the Delivery Fees where the Products in your cancelled order have been dispatched for delivery.

## **9 Payment Methods**

**9.1** You may pay the fees and charges for an accepted order using Visa, MasterCard, AMEX, and Discover card via Paypal on the English payment interface and these and all other cards via Walla!Pay on the Hebrew interface.

**9.2** If we are unable to successfully process your credit card payment for your order that is accepted by us then we may cancel your order.

**9.3** If you choose to pay by credit card, you authorize us to debit the amount that is payable for an accepted order from your nominated credit card.

**9.4** You must not pay, or attempt to pay, for Products through any fraudulent or unlawful means.

**9.7** We will provide you with a receipt at time of delivery which specifies the total fees and charges for the Products in the order.

## **10 Damaged Products and Returns**

**10.1** You must check any Product delivered to you to determine if it is damaged delivery, then you should refuse it. If you notice damage to a Product after delivery, you should notify us within 14 days of delivery. If so, you may return the product to us in accordance with this clause.

**10.2** If you wish to return a Product that is not damaged and that was provided to you under these terms and conditions, then you may return that Product in accordance with this Returns Policy.

**10.3** We will not refund the Delivery Fee where the Products have been delivered to you.

**10.4** You may receive a full refund of the Product Price if the merchandise is returned undamaged, with a receipt within 30 days after documented acceptance of it. No food or clothing items may be returned for an exchange/refund.

**10.5** No refunds or exchanges after 30 days of the documented sale.

## **11 Liability**

**11.1** This site is an online commerce platform to purchase products and services offered on the site. Doctor Sunyatta's Grown & Healthy is not the manufacturer, distributor or importer of the product and / or service that you are going to purchase on the site.

**11.2** The products and services that appear on the site are not owned by Doctor Sunyatta's Grown & Healthy. They are the sole responsibility of the manufacturers and distributors. Therefore, without derogating from the regulations, all products and services offered for purchase on this site are provided by manufacturers and distributors and they maintain full and sole responsibility, including responsibility for the character and / or quality of products and services as mentioned, service and warranty after the sale for the products (as stated in paragraph 11.6 below) and suitability for your needs and / or technical specifications. Unless stated otherwise, any performance information about the products presented on the website or services, the character and quality or service and responsibility for them, public and / or group and / or personal and / or otherwise, was provided to Doctor Sunyatta's Grown & Healthy by manufacturers and they are to assume full and exclusive responsibility for their information.

However, it is clarified that Doctor Sunyatta's Grown & Healthy making efforts to cooperate with reputable and reliable manufacturers only maintains the current service provided by them to users on the site. In the case of total failure of consideration (including the dismantling of bankruptcy), that make the products unavailable to the Consumer, the company will relieve the financial worry by giving users an alternative product or cancel the transaction and restoring of their money, subject to clause 11.1 of these regulations.

**11.3** Mistakes in the description of any product or service, does not obligate the suppliers and / or Doctor Sunyatta's Grown & Healthy . Our site is intended for illustration purposes only and there may be differences between the images displayed on the site, some or all of them, and the actual product for sale.

**11.4** Doctor Sunyatta's Grown & Healthy and / or anyone on its behalf will not be responsible nor bear any indirect, consequential or special liability to the user or a third party, resulting from the use or purchase through the site that will cause the grounds for prosecution, which shall be including loss of income and / or prevention of profit incurred for any reason. Doctor Sunyatta's Grown & Healthy 's responsibility in any case be limited to refund customer's money.

**11.5** Doctor Sunyatta's Grown & Healthy shall not be liable for assembling or installation of products purchased on the site, unless explicitly stated otherwise this warranty will apply only to the buyer and at his expense.

**11.6** Doctor Sunyatta's Grown & Healthy and / or anyone on its behalf are not responsible for the service or warranty for the products delivered on the site after the sale, including repairs and / or supplying of spare parts, and the warranty on behalf of what was stated according to law, falls exclusively on the manufacturer from which the product was purchased. Unless stated otherwise, the person will be solely responsible for the maintenance and service required for product acquired by him through this site.

**11.7** Service on this site is for use as is. No claim, suit or demand can be made against Doctor Sunyatta's Grown & Healthy for service features, characteristics, limitations or suitability to the needs and demands of the user of the site.

**11.8** Doctor Sunyatta's Grown & Healthy shall not be responsible for any illegal operations made by the users during a sale or any other factor that is not under our complete control.

**11.9** Nothing in these terms and conditions is intended to limit or exclude any liability that cannot be excluded by law.

## **12 Termination**

**12.1** We may immediately suspend, terminate or limit your access to and use of the Site and (where relevant) your account if you breach these terms and conditions and:

- (a)** the breach cannot be remedied; or
- (b)** you fail to remedy the breach within 10 days of our notice to you of that breach; or
- (c)** if there is an emergency.

**12.2** We may stop making the Site (or any part of it) available without prior notice. If so, any orders that we have accepted will not be affected by this unless the Products that have been ordered are no longer available or we are prevented from supplying the Products, in which case, we will notify you and will refund to you all valid payments received by us for those Products.

## **13 Changes to these terms and conditions**

**13.1** For future orders, these terms may be different and so we recommend that you read these terms carefully each time you agree to them during the ordering process.

**13.2** We will not change any terms and conditions for an existing order that has been accepted by us, the terms and conditions that will apply to the order are the terms and conditions that applied at the time you placed your order.

## **14 Privacy Policy**

**14.1** We respect your privacy. We will not sell or give away your name, mail address, phone number, email address, credit card number or any other information to anyone. We'll use the latest security measures to protect your information from unauthorized users.

**14.2** We will collect your personal information through your use of the Site or through your personal contact with us. You agree for us to collect, hold, use and disclose your personal information in ways we consider appropriate namely, for the purpose of and incidental to providing our products and services to you in improved and secure ways. This includes uses and disclosures which we require to operate the Site.

## **15 Deliveries and Shipping**

15.1 We will ship your order by registered mail (unless another delivery method is indicated) within 14 to 30 days.

15.2 Back orders will be shipped by registered mail (unless another delivery method is indicated) within 6 to 8 weeks.

## 16. Definitions

**Delivery Address means.** The address specified by you during the customer registration process for the delivery of Products that we will supply to you under these terms and conditions.

**Product means.** Each good or service that is advertised on the Site.